

**SERVICE-WIDE
MEMORANDUM OF AGREEMENT**

Between the

**U.S. DEPARTMENT OF AGRICULTURE,
FOREST SERVICE,
ECOSYSTEM MANAGEMENT COORDINATION**

And the

**U.S. DEPARTMENT OF ENERGY,
ARGONNE SITE OFFICE**

This Service-Wide Memorandum of Agreement (MOA) is hereby entered into by and between the USDA, Forest Service, Ecosystem Management Coordination, hereinafter referred to as the Forest Service, and the Department of Energy (DOE), Argonne Site Office (ASO), hereinafter referred to as the DOE-ASO under the provisions of the Economy Act of June 30, 1932 (31 U.S.C. 1535, Pub. L. 97-258 and 98-216).

BACKGROUND:

Law, regulation, and policy require the Forest Service to assess resource conditions, collect and interpret environmental data, analyze and interpret this data, develop strategies and policies, solicit public comment, and fulfill requirements of the National Environmental Policy Act (NEPA), so that managers can make informed decisions integral to meeting its mission.

Argonne's Environmental Assessment Division (EAD) can provide support in many resource areas, including assessment, data collection and interpretation, strategy development, public involvement, and the NEPA process. They provide long-term experience with assessment, data collection and interpretation, strategy development, public involvement and challenging NEPA projects, and the application of tools and methods to enhance NEPA products.

The Forest Service and DOE-ASO have had a working relationship over the past five years as per Forest Service Agreement 03-SU-11132420-040, executed between the parties on February 10, 2003. The previous agreement has expired as of January 1, 2008, and is hereby superseded by the execution of this MOA.

A. PURPOSE:

The purpose of this MOA is to provide a framework for cooperation regarding environmental science and assessment capabilities and to establish the respective responsibilities of the parties for delivering technical assistance, contract management, and related services to accomplish specific tasks for the NEPA process. In accordance with provision, B-1 and D-2 of this agreement, all tasks/projects involving a transfer of funds, services, or property between the agencies will require execution of separate, individual interagency agreements (task orders) between the Forest Service and DOE-ASO. Task orders may be completed using an AD-672, attached as reference in Exhibit A.

In consideration of the above premises, the parties hereto agree as follows:

B. FOREST SERVICE SHALL:

1. Have the responsibility for initiating individual agreements/task orders, developing project concepts, and creating the scope of work statement. If the individual agreement/task order is accepted by DOE-ASO, the Forest Service shall also:
 - a. Furnish information as agreed to in the agreement/task order necessary to make any justification and approval or determination and finding required by law or regulation;
 - b. Provide assistance necessary to comply with any condition or limitations established by Congress or required by regulations or established procedures applicable to the funds provided by the Forest Service;
 - c. Review recommendations and determinations made, together with other actions by DOE-ASO, which may affect Forest Service projects;
 - d. Complete an Economy Act determinations and findings and ensure that all agreements/task orders conform to the requirements of the Federal Acquisition Regulation (FAR), Subpart 7.3., Contractor vs. Government Performance; FAR 17.5, 504., and 504(e)., Interagency Acquisitions Under the Economy Act; and FAR 35.017-2, Using an FFRDC.
 - e. Reimburse the DOE-ASO for the full costs, including overhead, salary, equipment rental, supplies, materials, and travel for work performed by DOEASO employees in accordance with an approved agreement/task order.

C. DOE-ASO SHALL:

1. Provide technical assistance related to projects (approved agreements/task orders) funded by the Forest Service.
2. Be responsible for managing the contract(s), agreement, or task order(s) under which DOE-ASO authorizes its employees/contractor(s) to perform work in accordance with this MOA and subsequent agreements/task orders.
 - a. Contract management shall include, but not be limited to, contract administration, quality assurance, change/claim resolution, progress payments processing, contract(s) closeout, and related services.
3. Communicate with the Forest Service Project Contact(s) listed in D-1 when a new agreement/task order is entered into under this MOA.

D. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. PRINCIPAL CONTACTS. The principal contacts for this agreement are:

Forest Service Program Contact	Forest Service Project Contact
Joseph Carbone Assistant Director for NEPA Ecosystem Management Coordination USDA Forest Service 201 14 th St. SW Washington, DC 20024 PH: 202-205-0884 Fax: 202-205-1012 Email: jcarbone@fs.fed.us	Matt Zumstein/Adam Shaw USDA Forest Service NEPA Services Group Ecosystem Services Group 5500 Amelia Earhart Dr., Ste. 100 Salt Lake City, UT 84116-3710 PH: 801-517-1003 or 801-517-1036 FAX: 801-517-1021 Email: mzumstein@fs.fed.us and ashaw@fs.fed.us

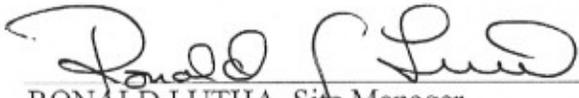
DOE-ASO Program Contact	DOE-ASO Administrative Contact
John R. Krummel Argonne National Laboratory 9700 South Cass Avenue Argonne, IL 60439 PH: 630-252-3269 FAX: 630-252-6414 Email: jkrummel@anl.gov	Robbie Dalton DOE - ASO 9800 South Cass Avenue Argonne, IL 60439 PH: 630-252-2229 Fax: 630-252-2361 Email: Roberta.Dalton@ch.doe.gov

2. NON-FUND OBLIGATING DOCUMENT. Nothing in this agreement shall obligate either the Forest Service or DOE-ASO to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Forest Service and DOE-ASO will require execution of separate agreements and be contingent upon the availability of appropriated funds. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
3. DISPUTE RESOLUTION. If a disagreement cannot be informally resolved at the operating level by the parties' representatives responsible for signing the MOA, the procedures for dispute resolution identified in the Treasury Financial Manual, Bulletin 2007-03, Intragovernmental Business Rules, part 3. Dispute Resolution, shall govern resolution of the disagreement.
4. MODIFICATION. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
5. TERMINATION. Any of the parties, in writing, may terminate the agreement in whole, or in part, at any time before the date of expiration.

6. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through March 31, 2013, at which time it will expire unless extended.

In witness whereof, the parties hereto have executed this agreement as of the last date written below.

U.S. DEPARTMENT OF ENERGY



RONALD LUTHA, Site Manager
Argonne Site Office

8/15/08

Date

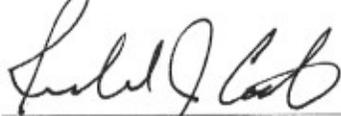


DR. ROBERT ROSNER, Director
Argonne National Laboratory

8/21/08

Date

U.S. DEPARTMENT OF AGRICULTURE



for DAVE DILLARD, Director
USDA Forest Service
Ecosystem Management

09/22/08

Date



for ABIGAIL KIMBELL, Chief
USDA Forest Service

9/24/08

Date

Forest Service Use

The format and authority of this agreement have been reviewed and approved for signature by:

/s/ Danielle L. Price, 7/24/08

FS Grants & Agreements Specialist,

Date

EXHIBIT A
 Sample Agreement/Task Order
 (Form AD-672 - attached via separate document)

Additional Billing/Payment Information:

(When the Forest Service is the requesting agency, then the following information shall be made available in the agreement/task order):

BILLING – IA. The maximum total cost liability to the Forest Service for this agreement is \$XX. Transfer of funds to DOE-ASO will be through the Interagency Payment and Collection System (IPAC) billing. A detailed list of charges incurred will be made available upon request. The IPAC billing document which the DOE-ASO prepares shall contain the following information. To facilitate the automated IPAC billing, the MO # should be placed in the Purchase Order Number block on the IPAC bill in the following format:

MOXXXXXXXX#001. (Note: XXXXXXXXX = 9 digit MO# and 001 = line #).

FS Reference Document Number (MO)	
FS Accounting Station	
Job Code	
Treasury Account Fund Symbol (TAFS)	
BETC	DISB
FS Agreement Number	
FS Agency Location Code	12-40-1100
Budget Object Code	2510
(DOE-ASO) Agency Location Code (ALC)	89000001
(DOE-ASO) DUNS number	02-0032-0538 175376516

Send a copy of the bill to:

USDA Forest Service
 Attn: