

# Economy Act – Instructions and Procedures -2014

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## **A Guide and Template for the NWP Natural Resource Management Section to Transfer Funds to another Federal Agency on obtaining Supplies or Services**

References: 31 U.S.C. 1535; NWD Policy Memorandum #17-14, Processing Economy Act Order; DoD Financial Management Regulations (FMR Vol.11A, Ch. 3, para 030304); FAR 17.502-2(c) (2) for D&F; Office of Counsel, Autumn Lovato, is District Economy Act Point of Contact

Applicability: The Economy Act authorizes agencies to enter into agreements to obtain supplies or services (including construction) from another Federal agency to transfer funds. Economy Act does not apply when funds are received from another agency nor can it be used for an exchange of funds with State or local governments. Economy Act procedures do not apply when the Corps transfers funds to another DoD agency (e.g. Walla Walla District). Requires District and Division approval and is non-delegable.

### Criteria:

- 🍏 Funding is available to pay for the support
- 🍏 The servicing agency is able to provide the support
- 🍏 The transaction does not conflict with any other agency's authority
- 🍏 Use of an interagency transaction is in the best interest of the Government
- 🍏 The supplies or services cannot be obtained as conveniently or economically by contracting directly with a private source

### Requirements: (examples are included)

1. Determination & Findings (D&F) – See attached template, Appendix A
2. Support Agreement or Custom Order – See attached template and alternative form, Appendix B for Custom Order
3. Written Interagency Agreement - Memorandum of Agreement (MOA) – See attached template, Appendix C

## Processing Steps:

1. Initiated at Project level and approved by OPM (consulting with District staff is recommended to ensure the Economy Act is the proper and correct instrument)
2. Coordination and communication with other Federal agency being sought for their services or supplies to ensure they can or willing to provide what is being desired
3. Preparation at Project level on completing the above three stated "Requirements" (MOA, the Order, D&F) – Be sure to have Admin staff perform editing; drafts can also be shared with District staff
4. Send to District NRM Section (OD-SR) the three above "Requirements" via a letter approved by the OPM (and electronic word documents) requesting the processing of the Economy Act. Include in the letter the address of the requesting federal agency, name of person who would sign the agreement, and their technical coordinator.
5. Once received in the District Office the Operations staff will perform further review, additional editing (Admin staff - Boyd), prepare a cover letter for the Chief of Operations, then will prepare a routing for approval package
6. The District Office prepared routing sheet for approval package will include the following sequential District and Division offices and POC's:
  - a. CENWP-OD-SR (Agreement Coordinator [Moore] and Chief, Natural Resource Management Section [Williams] )
  - b. Operations Admin (Rivera)
  - c. Deputy Chief Operations Division (Edwardson)
  - d. Office of Counsel Economy Act POC (Autumn Lovato)
  - e. Contracting Economy Act POC (Takayama and Chief of Contracting, Banse-Fay)
  - f. Resource Management (staff person will depend on their area of responsibility – could be Marie Haindel or David Kerr or another)
  - g. Once signed by all of the above, scan everything and send to Division c/o Jeremy Weber and Sara Wolf asking Jeremy to prepare for Division routing then returned when all approved/signed
  - h. When electronic versions returned print-out, place in the same routing package and forward to District Chief of Operations to sign the outgoing cover letter
  - i. In the package being sent to the other agency only include the agreement, order and cover letter, the D&F is an internal form to be filed with all the originals. Once the package is returned from the other Federal agency record, file and scan the originals forwarding the scanned version back to the project initiator and the admin staff (Tammy Blackburn) for their records and execution. Then record in NRM agreement inventory.

**Flow Chart Showing Sequence When Corps Initiates Transfer of Funds**

Economy Acts are initiated at the project level, but processed and approved at the District and Division level per NWD Policy

- Review "Criteria" List: Is the Economy Order in the best interest of the GOV
- 🍏 Funding is available to pay for the support
  - 🍏 The servicing agency is able to provide the support
  - 🍏 The transaction does not conflict with any other agency's authority
  - 🍏 Use of an interagency transaction is in the best interest of the Government
  - 🍏 The supplies or services cannot be obtained as conveniently or economically by contracting directly with a private source
  - 🍏 If over \$150K there are additional requirements – Contact Dist. Office OC

If all Criteria Acceptable then Proceed - If not Stop Here and pursue a different Path. Remember, Economy Act does not apply when transferring funds with another DoD

Coordinating with the other Federal Agency Draft MOA (Project level)  
See Template & fill in the details

Coordinating with the other Federal Agency Draft Order (Project level)  
See Template & fill in the details

Concurrence gained between the Corps and other Federal agency

Project prepares D&F ensuring coordination with Project Admin staff – See template/worksheet

Submit MOA, Order, and D&F via word document to District NRM Agreement

District Office NRM reviews documents, develops cover letter and prepares routing for approval process; has Admin staff perform editing then package is routed to the following: OD-SR Agreement Coord.; Chief NRM Section; Chief of Admin; Deputy Chief Operations Div.; Office of Counsel (Autumn Lovato); Contracting (Takayama) and Chief of Contracting; Resource Management (Haindel or Kerr): Returned to OD-SR then scanned and sent to Jeremy Weber and Sara Wolf at Division for processing and signatures.

When Division signs and returns docs re-scan and send to Project staffs including Admin to implement

## **APPENIX A**

Determination and Findings (D&F) Template (Can be found in NRM Shared Drive, [\\nwd\nwp\Staff\CenwP-OD\NaturalResourceMgntandRec\Agreement Info](#))

In-House

*[Use this template if all of the work will be provided in-house. If any of the work will be contracted out, beyond a mere incidental portion, use the "Contract Action" D&F Template.]*

SUBJECT: *[Insert Subject here.]*

### 1. References:

a. Memorandum, USACE NWD, CENWD-DE, 13 December 2013, subject: NWD Interim Policy Memorandum #07-12, Processing Economy Act Orders within the U.S. Army Corps of Engineers (USACE) Northwestern Division (NWD).

b. Department of Defense Instruction (DoDI) 4000.19, April 25, 2013, subject: Support Agreements.

c. Department of Defense (DoD) Financial Management Regulation (FMR), 7000.14-R, Vol. 11A, Chapter 3, March 2012, subject: Economy Act Orders.

2. Authority. The Economy Act (31 U.S.C. 1535) authorizes agencies to enter into agreements to obtain supplies or services (including construction) from another agency and applies when more specific statutory authority does not exist.

3. Purpose. This Determination and Findings (D&F) documents that the use of an Economy Act order to obtain *[insert supplies or service obtaining]* from *[insert non-DoD federal agency]* is in the best interests of the Government.

### 4. Requirement Information:

a. Description of services/supplies: *[Describe the supplies or services needed, to include the delivery schedule/period of performance and price.]*

b. Servicing Agency: *[Insert the name of the non-DoD agency that will be providing the support.]*

c. Requesting Agency: *[Insert the name of the USACE district needing the support.]*

5. The proposed use of an interagency transaction is in the best interest of the Government considering the following factors:

a. Funding is available to pay for the support. *[Either indicate what type of funds are being used to pay for the support, to include the year, or indicate that the MIPR to be used to pay for the support is attached.]*

b. The servicing agency is able to provide the support. *[Explain how the non-DoD agency is able to provide the support and how it will meet your requirement needs. Include the ability of the non-DoD agency to meet your specific delivery schedule/performance needs. Also be sure to indicate that the non-DoD agency will be completing the work in-house (i.e. will not be contracting out any portion of the work).]*

c. The transaction does not conflict with any other agency's authority or responsibility. *[Confirm this is true prior to making this statement.]*

d. The supplies or services cannot be obtained as conveniently or economically by contracting directly with a private source. *[Explain why it is more convenient or more economical to have the non-DoD agency provide the goods/services. Provide the analysis that you used to reach your conclusions.]*

e. Other applicable considerations. *[Provide any other reasons for why the use of an interagency transaction is in the best interests of the Government.]*

6. Additional Information and Documentation:

a. A copy of the approved D&F will be provided to the non-DoD agency along with the Economy Act order.

b. In accordance with DoDI 4000.19, a written interagency agreement is attached that specifies the roles and responsibilities of the parties and specifies the supplies/service to be acquired. *[Note: This agreement may consist of two documents – (1) a recurring master agreement (aka MOA) that sets forth the general terms and conditions governing the relationship between the agencies, and (2) the support agreement (or order), which specifies the need and provides funding information. The documents may be combined into one for non-recurring work. Any new master agreements and all support agreements (orders) must receive NWD SES signature.]*

c. The Funds Certifying Official's written concurrence is provided below, signifying that the funds cited on the Economy Act order are properly chargeable for the purposes cited in the order. *[Note: If preferred, the funds certifying official may instead add a statement to the support agreement (order) itself certifying that the funds to be used are properly chargeable for the purposes cited in the order or provide the statement as a separate attachment to the order. If providing the info on the order or attaching the statement to the order, indicate so here and remove the Funds Certifying Official's signature block from this D&F.]*

7. Based on the above findings, I determine that:

- a. Funding is available to pay for the support;
- b. The servicing agency is able to provide the support;
- c. The transaction does not conflict with any other agency's authority;
- d. The supplies or services cannot be obtained as conveniently or economically by contracting directly with a private source;
- e. Use of an interagency acquisition is in the best interests of the Government.

Concurrence:

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*[Insert Name]*  
Contracting Officer  
U.S. Army Corps of Engineers  
*[Insert District]*

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Date

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*[Insert Name]*  
Assistant District Counsel  
U.S. Army Corps of Engineers  
*[Insert District]*

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Date

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*[Insert Name]*  
Funds Certifying Official  
U.S. Army Corps of Engineers  
*[Insert District]*

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Date

Approval:

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*[Insert Approving Official Name, which must be the appropriate NWD SES Member<sup>1</sup>]*  
Director, *[Insert either Programs or Regional Business]*  
U.S. Army Corps of Engineers  
Northwestern Division

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Date

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<sup>1</sup> *[Note that in those limited situations where the servicing agency is not covered by the FAR, approval of the D&F must be approved by the Senior Procurement Executive for the Army]*



**Economy Act Order** – Provides details of the requested product or service being desired

There are two options on how to prepare an Economy Act Order (1) By completing the USACE Interagency Support Agreement form, Eng Form 4914-R, Sep 1997, [http://www.publications.usace.army.mil/Portals/76/Publications/EngineerForms/ENG\\_FOR\\_M\\_4914-R.pdf](http://www.publications.usace.army.mil/Portals/76/Publications/EngineerForms/ENG_FOR_M_4914-R.pdf) or (2) Preparing a custom order below (template is also in NRM shared drive under the Economy Act folder):

**Appendix B** – Custom Prepare Order:

THIS IS AN EXAMPLE AND TEMPLATE FOR ANOTHER ECONOMY ACT ORDER THAT MAY BE USED TO ACCOMPANY AN ECONOMY ACT PACKAGE. FOLLOW THE HIGHLIGHTED PROMPTS INSERTING YOUR SPECIFIC ACTION ITEMS THEN DELETE THE PROMPTS AND PROVIDE A DRAFT TO THE OTHER FEDERAL AGENCY FOR REVIEW AND WHEN EVERYONE CONCURS SEND FINAL DRAFT TO DISTRICT NRM SECTION FOR REVIEW AND ROUTING FOR APPROVAL PACKAGE. THIS TEMPLATE CAN BE FOUND IN THE NRM SHARED DRIVE UNDER THE ECONOMY ACT FOLDER, [\\nwd\nwp\Staff\CenWP-OD\NaturalResourceMgntandRec\Economy Act](#)

### **ECONOMY ACT ORDER FOR SERVICES AND/OR SUPPLIES**

Reference: Memorandum of Agreement of 2014 between the U.S. Army Corps of Engineers, Portland District and the (INSERT PARTNER, e.g. Department of Interior, Bureau of Land Management, Eugene District,) for the negotiation of reimbursable work projects under the Economy Act (31 USC 1535).

Requesting Agency: US Army Corps of Engineers, Portland District

Servicing Agency: (INSERT PARTNER, e.g. Bureau of Land Management, Eugene District)

Scope of Work:

The tasks identified for FY 2014 are associated with (PROVIDE TASKS, e.g. the prescribed burning of a native prairie located near Fern Ridge Lake.) These lands are administered by the Corps of Engineers and (DESCRIBE WHAT WILL BE DONE BELOW, e.g. each unit is described as follows:)

**(EXAMPLE) Priority 1:** Fisher Butte– 76 acres located at T17S R5W S26 SESE

The objective of the burn is to control woody encroachment which threatens prairie structure and species composition in a native we prairie plant community that supports federally listed Bradshaw's lomatium (*Lomatium bradshawii*) and Willamette daisy (*Erigeron decumbens*). Reduction of herbaceous biomass will limit vole cover and increase safe sites for seed germination of these listed species. Fuels are made up of grasses and forbs with scattered native rose and spiraea. Woody vegetation, primarily feral pear and European hawthorn, was removed by hand in 2010. Re-

sprouting pear and reed canary grass encroachment are additional targets of the burn. This unit was last burned in 2005.

**(EXAMPLE) Priority 2:** Royal Amazon – 125 acres located at T17S R5W S23 W ½ and S 24 NWNW

Located N of Royal Avenue and S of the Amazon Canal at the E margin of Fern Ridge Reservoir, the unit is comprised of light grass and forb fuels with a component of small shrubs such as blackberry and rose and a small proportion of young trees. The objective of the burn is to suppress woody plant invasion and enhance the native prairie community including the Federally listed *Lomatium bradshawii*. This unit was last burned in 2009.

**(EXAMPLE) Priority 3:** North Amazon – 44 acres located at T17S R5W S13 W½ SW¼ and adjacent S14

Located N of Amazon Canal and west of the ends of Wildrose, Crossley, and Ward Lanes on the E margin of Fern Ridge Reservoir, the unit is comprised of light grass and forb fuels with a component of small shrubs such as blackberry and rose and a small proportion of young trees. The objective of the burn is to suppress woody plant invasion and enhance the native prairie community including the Federally listed *Lomatium bradshawii*. This unit was last burned in 2011.

**The Corps of Engineers, (INSERT YOUR PROJECT, e.g. Willamette Valley Projects will:)**

**EXAMPLES FOLLOW:**

1. Designate a staff member to serve as a Resource Advisor in the planning and implementation of the work.
2. Provide information and coordination necessary to obtain permits to accomplish the work in accordance with the rules established by the Lane Regional Air Pollution Authority and the Eugene Fire Marshal.
3. Identify and clearly mark the boundaries of the site to be burned; coordinate and implement site preparation work in accordance with the results of cooperative burn planning efforts.
4. Provide pre- and post-burn labor and equipment support as requested by the Fire Management Official designated by the BLM.

**The (INSERT PARTNER, e.g. Bureau of Land Management, Eugene District will:)**

**EXAMPLES FOLLOWS:**

1. Develop and coordinate with Willamette Valley Project staff a burn plan specific to the areas to be burned.
2. Provide consultations, pre-burn and post-burn notifications as required by local burn permit authorities.
3. Provide trained personnel, supervision, equipment, and supplies necessary to safely and efficiently implement the burn plan.

Reimbursement for services:

Tasks outlined in the scope of work shall be completed by December 31, 2015. Funding in an amount of (INSERT AMOUNT, e.g. \$20,000) is set aside by the Corps of Engineers in PR&C (INSERT PR&C) (accounting number (INSERT YOUR ACCOUNTING NUMBER, e.g. (accounting number 96X3123X210) ) for reimbursement of the (INSERT PARTNER, e.g. Bureau of Land Management's) for labor, supplies, and equipment costs incurred during performance of all or portions of the work.

Payment Procedure:

Upon completion of all or a portion of the agreed tasks in this Order, the (INSERT PARTNER, e.g. Bureau of Land Management) shall furnish an invoice evidencing the work, and as a basis upon which payment will be made to (INSERT PARTNER, e.g. BLM). Payments will be authorized for that work which has been completed at the time of invoice submittal. Payments shall be made electronically via the Military Interdepartmental Procurement Request (MIPR) process. Invoices shall be submitted in triplicate as follows

a. The original and one copy to:

ATTN: (INSERT YOUR APPROPRIATE BUDGET PERSON AND THEIR CONTACT INFORMATION TO INCLUDE ADDRESS, PHONE AND EMAIL)

b. One copy will be furnished to the Corps representative for this Order, who will review and certify its accuracy:

ATTN: (INSERT TECHNICAL LEAD NAME, ADDRESS, PHONE AND EMAIL)

Signatures for (INSERT PARTNER, e.g. Bureau of Land Management Economy Act Order 2014-1):

The date of approval for this Economy Act Order shall be the date on which it is signed by the Operations Manager, Willamette Valley Projects.

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David Ponganis

SES, Programs Director

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Date

U.S. Army Corps of Engineers  
Northwestern Division

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Date

(INSERT OTHER FED AGENCY NAME, TITLE, AGENCY WHO CAN SIGN), e.g.

Robert Towne

District Manager

USDI Bureau of Land Management

Eugene District

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**Appendix C – The Memorandum of Agreement (MOA):**

**Economy Act MOA** – Following is a template and example of an MOA that is also required in an Economy Act Action:

THIS ECONOMY ACT MOA TEMPLATE PROVIDES PROMPTS AND EXAMPLES OF HOW TO COMPLETE AN MOA CONNECTED TO AN ECONOMY ACT ACTION. FOLLOW THE PROMPTS THEN AS YOU INSERT SPECIFICS FOR YOUR MOA BE SURE TO ELIMINATE THE PROMPTS AND EXAMPLES THEN SUBMIT DRAFT TO PARTNERING FEDERAL ENTITY FOR REVIEW. AS ALL AGENCY CONCURRENCE IS ACHIEVED SEND DRAFT TO DISTRICT NRM STAFF FOR REVIEW AND FEEDBACK. AN MOA IS REQUIRED PER EACH ECONOMY ACT ACTION. THIS TEMPLATE CAN ALSO BE FOUND IN THE NRM SHARED DRIVE UNDER THE AGREEMENT FOLDER, [\\nwd\nwp\Staff\GenWP-OD\NaturalResourceMgntandRec\Agreement Info](#)

MEMORANDUM OF AGREEMENT  
BETWEEN  
PORTLAND DISTRICT,  
U. S. ARMY CORPS OF ENGINEERS  
AND  
(STATE THE PARTNER, e.g. EUGENE DISTRICT  
BUREAU OF LAND MANAGEMENT  
U.S. DEPARTMENT OF THE INTERIOR)

SUBJECT: MOA between (STATE WHO BETWEEN, e.g. U.S. Army Corps of Engineers

and Eugene BLM)

1. Purpose: This Memorandum of Agreement (MOA) is entered into by and between the Portland District, U. S. Army Corps of Engineers (Corps) and (STATE THE PARTNER, e.g. Eugene District Bureau of Land Management (BLM) ) for the purpose of (STATE THE PURPOSE, e.g. continuing activities, primarily in relation to prescribed burning, in support of important habitat values and terrestrial species listed under the federal Endangered Species Act on Corps projects.) This MOA establishes the respective responsibilities of the parties for (STATE RESPONSIBILITIES, e.g delivering technical assistance and related services to accomplish specific tasks) described in annual Orders. Each Order issued and accepted by the parties to this MOA shall contain specifics of the supplies and/or services, which shall constitute the deliverables, as set forth in the Order's scope of work.

2. Interagency Communications: To provide for consistent and effective communications between Corps and (STATE THE PARTNER, e.g. BLM, Corps and BLM) have appointed representatives to discuss and consider activities that may be pursued under this MOA. Corps and (STATE THE PARTNER, e.g BLM) representatives are as follows:

a. For the Portland District, U. S. Army Corps of Engineers: District Engineer Portland District, U.S. Army Corps of Engineers ATTN: CENWP-DE Portland, Oregon

b. (STATE THE PARTNER, e.g. For Eugene District BLM: District Manager, Eugene BLM, Eugene OR)

The above identified representatives or their delegate as identified in Economy Act Orders or Scope of Work documents shall help coordinate requests for assistance and all Orders issued under this MOA, including the Scope of Work issued with an Order, and shall serve as the points of contact between Corps and (STATE THE PARTNER, e.g. BLM) on matters relating to this MOA. The respective representatives will appoint a designee to be his/her administrator for each Order.

3. Provisions of Assistance: Nothing in this MOA is intended to affect other arrangements between the parties. Nothing in this MOA can be or should be construed to require Corps to use the services of the (STATE THE PARTNER, e.g. BLM), or to require the (STATE THE PARTNER, e.g. BLM) to accept Orders from the Corps. All services and activities included in Orders shall be performed by (STATE THE PARTNER AS APPLICABLE, e.g. BLM employees with contracting or purchasing limited to a small proportion of activities identified in Orders).

a. Responsibilities of Corps: Corps shall have the responsibility for initiating Orders, developing project concepts, and creating the scope of work statements as well as

determining whether the requested assistance conflicts with another agency's authority or responsibility assigned by law. Corps will also advise the (STATE THE PARTNER, e.g. BLM) of all findings of fact, determinations and recommendations made, together with any other actions taken, which may affect an Order accepted by (STATE THE PARTNER, e.g. BLM). Corps shall also have sole responsibility for determining the basis for acceptance of the performance/supplies.

b. Responsibilities of the (STATE THE PARTNER, e.g. BLM): The (STATE THE PARTNER AS APPLICABLE, e.g. BLM) shall review proposed Orders and reply with estimates of cost prior to issuance of order. The (STATE THE PARTNER AS APPLICABLE, e.g. BLM) shall complete necessary planning documents (such as burn plans) approximately 1 month prior to earliest possible burn date). Performance: All work will be performed strictly in accordance with the terms and conditions of the Order, including its Scope of Work; the terms of this MOA, including any and all representations; and the requirements of the Federal Acquisition Regulations (FAR). Safety: (STATE THE PARTNER AS APPLICABLE, e.g. BLM) shall comply with all requirements of the Corps safety manual, EM-385-1-1. Planning documents (such as burn plans), shall include safety and contingency plans in sufficient detail to judge consistency with EM-385-1-1. These planning documents must be reviewed by Corps prior to project execution. (STATE THE PARTNER, e.g. BLM) shall inform the Corps of all contracts to be entered into under each order and the approximate dollar value of the contracted work.)

4. Acknowledgments: (STATE THE PARTNER, e.g. BLM) hereby acknowledges that the Corps does not have authority to issue grants or funds via grant agreements directly or through use of the other federal agencies via the Economy Act. Therefore, (STATE THE PARTNER, e.g. BLM) hereby agrees that Corps funds will not be utilized directly or indirectly in support of any grant or cooperative agreement administered by (STATE THE PARTNER, e.g. BLM). (STATE THE PARTNER, e.g. BLM) further warrants that any Corps funds transferred to a third party will be obligated in accordance with the Competition In Contracting Act (41 U.S.C. 253).

5. Funding: The Corps shall, subject to the availability of funds, fund all costs of assistance for tasks provided under this MOA and the Orders negotiated under this MOA. The Corps shall obligate funds in advance of the issuance of each Order or the issuance of any obligation of the (STATE THE PARTNER, e.g. BLM) for any task assigned. The Corps shall provide the (STATE THE PARTNER, e.g. BLM) the full amount of estimated Order expenses by delivering a DD Form 448-2 Military Interdepartmental Purchase Request (MIPR), upon invoice for the full or partial completion of each Order. If the actual cost to (STATE THE PARTNER, e.g. BLM) is forecast to exceed the amount of funds obligated in an Order, (STATE THE PARTNER, e.g. BLM) shall promptly notify Corps of the amount of

additional funding necessary to pay for the assistance. Corps shall either issue a revised Order, or require the scope of the assistance be limited to that which can be financed by the available funds, or Corps will direct termination of the project.

(STATE THE PARTNER, e.g. BLM) will utilize the funds issued by Corps to cover (STATE THE PARTNER, e.g. BLM) expenses in executing each Order.

Upon furnishing the assistance contemplated by this MOA and the Orders negotiated under the MOA, (STATE THE PARTNER, e.g. BLM) shall complete the MIPR procedure within 45 calendar days of project completion (physical and financial).

1. Acceptance of Funds: After execution of the tasks described in the Order, (STATE THE PARTNER, e.g. BLM) and Corps shall complete the MIPR process, utilizing funds obligated in the relevant Order. Orders shall remain in effect until:

- a. Completion of the Scope of Work and Task Close-out;
- b. Expenditures/commitments equal the amount authorized for the Order; or;
- c. Termination of the Order by either party to this agreement.

6. Billing: (STATE THE PARTNER, e.g. BLM) shall submit bills for actual costs incurred to (STATE THE PARTNER, e.g. BLM) for performance of work included in the Orders. Bills shall be submitted to the Corps via the Intra-Governmental Payment and Collection System (IPAC) at the address specified on each MIPR. Billings shall be made upon completion of the tasks included in each Order.

7. Applicable Laws and Regulations: This agreement is entered into pursuant to the Authority of the Economy Act of 1932, as amended (31 U.S.C. 1535), and adheres to Federal Acquisition Regulation (FAR) 6.002 and other applicable Federal laws and regulations. The (STATE THE PARTNER, e.g. BLM) shall furnish all assistance under this MOA and the Orders negotiated under this MOA in accordance with applicable laws and regulations. Nothing in this MOA relieves any employee from any obligations imposed upon them by law, regulation, and other applicable requirements.

8. Records and Reports: (STATE THE PARTNER, e.g. BLM) shall establish and maintain records and receipts of the expenditure of all funds provided by Corps. (STATE THE PARTNER, e.g. BLM) will provide status reports as identified in the Orders negotiated under this MOA. Upon request, the (STATE THE PARTNER, e.g. BLM) will also provide reports and/or briefings. These reports will include management information and will monitor scheduled activities.

9. Property/Equipment: There will be no Corps owned property or equipment furnished to (STATE THE PARTNER AS APPLICABLE, e.g. BLM) under this agreement. (STATE THE PARTNER, e.g. BLM) shall not procure accountable property or equipment under this agreement utilizing funds provided by Corps.

10. Dispute Resolution: If a dispute between the parties of this MOA arises over the terms or conditions of this MOA, including any and all Orders, resolution of all dispute issues will be through use of an arbitrator appointed by the Department of Justice, pursuant to procedures adopted by that arbitrator.

11. Public Information: Justification and explanation of Corps programs before Congress and the Executive Branch shall be the responsibility of Corps. The (STATE THE PARTNER, e.g. BLM) may assist Corps in responding to Congressional and Executive Branch inquiries by preparing and furnishing Corps draft responses for review and final disposition. Furthermore, the (STATE THE PARTNER, e.g. BLM) further agrees to provide all information required to support contacts with Congress and the Executive Branch. The Corps will retain all responsibility for Corps public announcements. Prior to issuing public announcements pertaining to services related to this MOA, Corps shall coordinate with (STATE THE PARTNER, e.g. BLM). Any public announcements or response to any inquiries relating to any work performed under the terms of this MOA will be coordinated and agreed upon by both parties or as otherwise provided for within the Order.

12. Officials not to Benefit: No elected official shall share in any part of this MOA, or any benefit that may arise there from.

13. Covenant against Contingent Fees: No person or selling agency has been employed or retained to solicit or secure this MOA upon agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees.

14. Effective Date, Amendment, and Termination: This MOA is effective upon the date of the last signature by the parties and shall remain effective for a five-year period from the effective date unless terminated in accordance with the terms set forth herein. This MOA may be modified with advance notice by mutual consent of both parties.

- a. Either (STATE THE PARTNER, e.g. BLM) or Corps may terminate this MOA by providing sixty (60) calendar days' written notice. In the event of termination, (STATE THE PARTNER, e.g. BLM) and Corps shall consult with each other concerning all claims for termination costs; however, Corps shall continue to be responsible for all costs incurred by the United States under this MOA, or under the Orders and for the costs of closing out or transferring any ongoing Scope of Work.

- b. Upon request by either party, but at least annually, both parties shall review this MOA, to assure that it continues to reflect the appropriate understandings and procedures to provide for current needs and capabilities.

\_\_\_\_\_  
(STATE PARTNER INFO, e.g.  
District Manager  
USDI Bureau of Land Management  
Eugene District

David Ponganis

\_\_\_\_\_  
Robert Towne  
SES, Programs Director  
Northwestern Division Commander

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date