



FS Agreement No. 18-MU-11132400-26

Cooperator Agreement No. 2008-08100

MEMORANDUM OF UNDERSTANDING
Between The
U.S. DEPARTMENT OF ENERGY,
ARGONNE SITE OFFICE
And The
USDA, FOREST SERVICE
ECOSYSTEM MANAGEMENT COORDINATION

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the U.S. DEPARTMENT OF ENERGY, ARGONNE SITE OFFICE, DOE-ASO, hereinafter referred to as "Cooperator," and the United States Department of Agriculture (USDA), Forest Service, U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE, ECOSYSTEM MANAGEMENT COORDINATION, hereinafter referred to as the "U.S. Forest Service."

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.

The Environmental Science Division (EVS) at Argonne National Laboratory has long-term science, engineering and assessment experience in many natural resource areas pertinent to the Forest Service including ecosystem, atmospheric, climate, numerical modeling, and earth systems measurement/monitoring research; environmental assessment of natural resource systems and dynamics; environmental sensors: geospatial data collection and interpretation; strategy development to support land management agency missions; public involvement; and the application of tools and methods to support challenging environmental assessment projects. Research disciplines at EVS include atmospheric and climate science; chemical, ecological, and radiological health risk; modeling complex systems, code development and high-performance computation; ecological science; management and analysis very large databases; geological science; hydrological science; environmental engineering, and social/cultural science.

The Forest Service and DOE-ASO have had a working relationship over the past five years as per Forest Service Agreement 08-SU-11132427-148, executed between the parties on September 30, 2008. The current agreement will expired on March 1, 2023, and is hereby superseded by the execution of this MOU.

Title: MOU between USFS and Argonne



I. PURPOSE: The purpose of this MOU is to document the cooperation between the parties 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 the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Argonne National Laboratory brings focused skills to unique site-specific and programmatic problems. Argonne is available to assist USFS at all levels within the organization with expertise that is not readily available in the private sector. This MOU will allow USFS staff at all organizational levels access to Argonne's technical and management resources.

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

III. COOPERATOR SHALL:

- A. Provide technical assistance related to projects (approved agreements/task orders) funded by the Forest Service.
- B. 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 MOU and subsequent agreements/task orders.
- C. 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.
- D. Communicate with the Forest Service Project Contact(s) listed in D-1 when a new agreement/task order is entered into under this MOU

IV. THE U.S. FOREST SERVICE SHALL:

- A. 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:
- B. 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;



- C. 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;
- D. Review recommendations and determinations made, together with other actions by DOE-ASO, which may affect Forest Service projects;
- E. 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
- F. Reimburse the DOE-ASO for the full costs, including overhead, salary, equipment rental, supplies, materials, and travel for work performed by DOE-ASO employees in accordance with an approved agreement/task order.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Heidi M. Hartmann Address: 9800 South Cass Ave City, State, Zip: Argonne, IL 60439 Telephone: 630-252-6487 FAX: 630-252-2361 Email: hnhartmann@anl.gov	Name: Fausto R. Fernandez Address: 9800 South Cass Ave City, State, Zip: Argonne, IL 60439 Telephone: 630-252-2127 FAX: 630-252-2361 Email: fausto.fernandez@science.doe.gov

Principal U.S. Forest Service Contacts

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Jamie Barbour Address: 201 14 th St. SW City, State, Zip: Washington, DC 20024 Telephone: 202-205-0830 FAX: 202-649-1172 Email: jbarbour01@fs.fed.us	Name: Amy Barker Address: 2222 W. 2300 S. City, State, Zip: Salt Lake City, UT 84119 Telephone: 801-975-3358 FAX: 801-975-3358 Email: abarker@fs.fed.us



- B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement Cooperator acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debaring official of the USDA has considered suspension or debarment is not necessary to protect the interests of the Government. If Cooperator fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds Cooperator has expended in violation of sections 433 and 434.
- C. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Cooperator is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:
- To the U.S. Forest Service Program Manager, at the address specified in the MOU.
- To DOE ASO, at Cooperator's address shown in the MOU or such other address designated within the MOU.
- Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.
- D. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- E. ENDORSEMENT. Any of Cooperator's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of Cooperator's products or activities.
- F. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU.



Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- G. USE OF U.S. FOREST SERVICE INSIGNIA. In order for Cooperator to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- H. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- I. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; orb) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.



PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. DOE-ASO is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"Ecosystem Management Coordination" of the U.S. Forest Service, Department of Agriculture, supports and manages Forest Service planning and environmental decision making processes to manage the lands and resources of the National Forest System and delivery of services to the American people. We provide policy, oversight, and direction to the agency in support of this mission and strive to lend guidance, tools, expertise and support to planning and environmental decision making processes across the agency."

Cooperator may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. Cooperator is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

M. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS AUDIOVISUALS AND ELECTRONIC MEDIA. Cooperator shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

N. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Cooperator shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:



"This institution is an equal opportunity provider."

- O. **TERMINATION.** Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- P. **MODIFICATIONS.** Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- Q. **COMMENCEMENT/EXPIRATION DATE.** This MOU is executed as of the date of the last signature and is effective through 2023 at which time it will expire.
- R. **AUTHORIZED REPRESENTATIVES.** By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

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


 Fausto R. Fernandez | Contracting Officer
 U.S. DEPARTMENT OF ENERGY | Argonne Site Office

Digitally signed by Fausto Fernandez
 DN: c=us, o=u.s. government, ou=department of energy, ou=Energy IT Services, ou=Chicago Office, ou=Resources, cn=Fausto Fernandez
 Date: 2017.12.14 10:16:05 -06'00'

FAUSTO R. FERNANDEZ, Contracting Officer
 U.S. Department of Energy, Argonne Site Office

Date

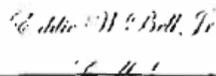


12/7/17

JAMIE BARBOUR, Acting Director of EMC
 U.S. Forest Service, Ecosystem Management
 Coordination

Date

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



Digitally signed by Eddie W Bell Jr
 DN: cn=Eddie W Bell Jr, o=US Forest Service, ou=WO AQM
 Grants Management, email=edjebell@fs.fed.us, c=US
 Date: 2017.12.14 10:58:17 -05'00'

EDDIE W BELL JR
 U.S. Forest Service Grants Management Specialist

Date



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing Instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377.8642 (relay voice). USDA is an equal opportunity provider and employer.