



U. S. DEPARTMENT OF THE INTERIOR
OFFICE OF SURFACE MINING
RECLAMATION AND ENFORCEMENT
DIRECTIVES SYSTEM

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Subject:

Interagency Acquisitions (Agreements)

Approval:

James C. Garrett Tithe Director

To clarify the intent of this directive by providing procedural guidance in the form of a "Guideline" to all Office of Surface Mining Reclamation and Enforcement (OSMRE) employees involved in the development, monitoring and managing of interagency agreements used to carry out transactions between OSMRE and another Federal agency or other bureau or office within the Department of the Interior.

Paragraph

3.

Change or Addition

Add new Paragraph e. "Guideline"

CHANGE NOTICE

GUIDELINE

1. GENERAL.

a. The purpose of this Guideline is to establish criteria for the development, monitoring, and managing of appropriate interagency agreements to be used to carry out transactions between the Office of Surface Mining Reclamation and Enforcement (hereinafter referred to as OSMRE) and another Federal agency or other bureau or office within the Department of the Interior (DOI).

The provisions of this Guideline do not take precedence over any applicable laws or regulations.

b. What are Interagency Agreements? An interagency agreement is a written agreement between OSMRE and another Federal agency or other bureau or office within DOI under which goods or services are provided in exchange for monetary reimbursement, or where services are provided without monetary reimbursement.

The following agreements are not Interagency Agreements and are not covered by the policies and procedures of this Guideline:

1. Purchase orders, delivery orders, or job orders issued to the General Services Administration for space rental, supplies and services;

2. Orders for printing and related services issued to the Government Printing Office;

3. Services provided by the Small Business Administration under Section 8(a) of the Small Business Act;

4. Assignments of personnel under the Intergovernmental Personnel Act of 1970;

5. Orders for DOI forms from the Bureau of Land Management Forms Center; and,

6. Orders for publications placed with the Superintendent of Documents.

c. Distinct Projects. Each interagency agreement must be a distinct project. It must have a clearly defined objective, and the activities under the agreement must serve that objective. Unrelated activities or separate projects may not be included under one interagency agreement.

d. Categories of Interagency Agreements. OSMRE interagency agreements can be categorized as follows:

(1) By purpose:

(a) Agreement for Goods or Services. An agreement between OSMRE and another Federal agency in which one agency provides goods or services directly to another agency in exchange for monetary reimbursement, or in which the parties have a mutual need for the goods or services and share in the cost of the work performed under the agreement by an outside contractor.

(b) Cooperative or Mutual Assistance Relationships. An agreement between OSMRE and another Federal agency which sets forth basic policies and procedures governing their relationship on matters of mutual interest and responsibility, or which provides services without monetary reimbursement. There is no exchange of funds under this type of agreement.

(2) By funding source:

(a) Reimbursement Agreement. An agreement in which OSMRE delivers goods or services to another Federal agency and is reimbursed for its expenses. (Under a reimbursement agreement, OSMRE uses reimbursable authority provided by the Economy Act). The authority to accept reimbursement must be in SMCRA and approved by OMB.

(b) Disbursement Agreement. An agreement in which another Federal agency delivers goods or services to OSMRE and OSMRE disburses funds to pay for its expenses. Under a disbursement agreement, OSMRE uses disburseable authority provided by the Economy Act.

2. POLICY. The following represent OSMRE basic policies applicable to interagency agreements:

a. Requirement for Distinct Agreements. Each interagency agreement must be a distinct project with a clearly defined objective. This requirement does not preclude the use of task orders when appropriate; e.g., when an agreement previously authorized activities, but left activities to be funded and carried out on an "as needed" basis.

b. Detailed Cost Information. OSMRE policy requires that requests for payment under disbursement agreements must provide detailed cost information concerning work performed by other Federal agencies.

c. Preference for Commercial Sources. The Government will not, as a matter of policy, start or carry on any commercial industrial activity to provide a service or product for its own use if such product or service may be procured from private source through ordinary business channels (OMB Circular No. A-76). OSMRE interagency agreements and amendments shall be entered into only when the originating office determines that:

(1) Statutory authority for the proposed agreement exists. No funds may be transferred under an interagency agreement unless both Federal agencies have the authority to perform the activities included under the agreement.

(2) The goods or services are not available from a commercial source or that acquiring from a commercial source would result in increased costs; or that it is not feasible to acquire the goods or services from a commercial source (see OMB Circular A-76).

d. Selecting An Interagency Agreement As An Instrument. Subject to the determination in paragraph 2c above, an interagency agreement shall be negotiated whenever OSMRE and another Federal agency agree to provide goods or services in exchange for monetary reimbursement (or when OSMRE extends a cooperative or mutual assistance relationship with another Federal agency on matters of a joint interest without monetary reimbursement). An interagency agreement may not be used to circumvent travel or personnel ceilings or the requirements of the Federal Acquisition Regulation.

3. SIGNATURE AUTHORITY

a. Individuals with the titles listed in PRC-7, Interagency Agreements, dated August 30, 1988, have been authorized to enter into interagency agreements, subject to the limitations contained in the Delegations of Authority, OPM-5, dated January 29, 1988. Level IV Contracting Officers authority is subject to the limitations contained on the Certificate of Appointment, Standard Form 1402. Interagency agreements are not required to be signed by a warranted Contracting Officer. However, when an interagency agreement requires another Federal agency to award a procurement contract, a warranted Contracting Officer shall assist the originating office in furnishing any information needed by the other Federal agency to prepare the justification and approval and prepare an Economy Act determination to support the agreement.

When an interagency agreement requires OSMRE to award a procurement contract, a warranted Contracting Officer shall prepare any justification and approval or determination and findings required by law or regulation. When OSMRE signs an agreement for services or supplies with another Federal agency, and the agreement does not involve a procurement contract by either party, a warranted Contracting Officer shall prepare an Economy Act determination required in FAR 17.502.

b. Following preliminary discussions the agreement will be prepared for negotiation by an official authorized to sign reimbursable agreements. Assistance in the preparation of interagency agreements should be sought from the appropriate procurement interagency office: Headquarter's Branch of Procurement or an Administrative Service Center's Acquisition Branch. Final review of all proposed agreements will be conducted by the responsible procurement office prior to signature by the approving official. The purpose of this is to ensure that the agreement adequately addresses the contractual aspects of the FAR.

4. Essential Elements of an Interagency Agreement to Establish Cooperative or Mutual Assistance Relationships

Interagency agreements which do not obligate funds must include the following essential elements, even though the agreement was written by another party:

- a. Name, address and telephone number of the agency providing the service
- b. Effective date of the agreement
- c. Legislative Authority
- d. Term of Agreement
- e. Termination Clause
- f. Required Clauses (non-discrimination and Officials not to benefit)
- g. Signatures of Both Parties and Date of Signatures

Copies of fully-executed agreements will be numbered and retained on file in the originating OSMRE office. An original copy of all agreements must be submitted to the Regulatory Development and Issues Management Office. They will not be reported to either the Division of Financial Management (DFM) or Procurement Offices.

Exhibit 1 is a basic format outline to be used as a guide to writing an interagency agreement which does not obligate funds.

5. Essential Elements of Interagency Agreements Which Obligate Funds

Copies of all interagency agreements which obligate OSMRE funds, or which provide for the collection of funds from other agencies, must be submitted to the Division of Financial Management (DFM) accompanied by the information abstract provided as Exhibit 2. Interagency agreements must also be supported by an Economy Act determination statement in the file, and include the following essential elements, even though the agreement was written by another agency:

- a. Name, address and telephone number of the agency providing the service
- b. Effective date of the agreement
- c. Legislative Authority
- d. Term of Agreement
- e. Termination Clause
- f. Required Clauses (non-discrimination and Officials not to benefit)
- g. Payment provisions (payment in advance or by reimbursement funds transfer, Standard Form 1081, or by SIBAC, OPAC, etc.)
- h. Document Number (to be provided by the issuing organization from block of numbers provided by DFM)
- i. OSMRE Account Number from which funds are to be paid to the other agency, or the OSMRE Account Number established by the Division of Budget, Planning, and Management Analysis for receipt of funds paid by the other agency.
- j. Name and Telephone Number of the OSMRE Official who will approve payments
- k. Amount of funds to be obligated for current Fiscal Year
- l. Signatures of Both Parties
- m. Economy Act Determination (if applicable)
- n. Designation of Contracting Officer's Technical Representative (if applicable)

Exhibit 3 is a basic format outline to be used as a guide to writing interagency agreements which obligate funds.

6. PROGRAMMATIC OVERSIGHT. Following the execution of the interagency agreement, OSMRE Key Program Officials, as identified in the Delegations of Authority, OPM-5, dated January 29, 1988, are responsible for day-to-day programmatic oversight of the agreement. It is their responsibility to:

a. Monitor the progress of work done by OSMRE including preparing and/or receiving progress reports and acting on them:

(1) Reimbursement Agreements.

(a) Monitor the delivery of goods or services by OSMRE throughout the project period, assuring their delivery in accordance with the terms of the agreement.

(b) Provide the Division of Financial Management information on the delivery of goods or services so that OSMRE may bill the receiving agency, and insure that the cost of activities performed for the other agency are recorded to the correct reimbursement account.

(c) Confer with the agency providing reimbursement, before the end of each fiscal year, to determine total costs to be accrued under the agreement which are to be charged to current fiscal year funds. In this way, the reimbursing agency will be able to deobligate those funds which will not be used by fiscal year end and use them for other purposes.

(2) Disbursement Agreements.

(a) Monitor the receipt of goods or services throughout the project period in order to assure conformance with the terms of the agreement;

(b) Receive and review detailed cost information submitted by the other Federal agency. If this information is not included on or with vouchers submitted for payment, the OSMRE key official shall contact the other agency to obtain the information; and,

(c) Approve itemized billings from other agencies concerning the receipt of goods or services provided to OSMRE and forwarded these billings to DFM.

b. Maintain a complete working file concerning relevant programmatic and administrative activities, including pertinent documents.

c. Upon completion of the work covered by the agreement (including receipt and acceptance of the final technical/programmatic report, if any, and final reporting and disposition of property), notify DFM so that the agreement may be closed out.

7. MANAGEMENT OVERSIGHT. It is the responsibility of the Assistant Directors to provide management oversight for OSMRE's interagency agreement program. This responsibility involves maintaining information about the interagency agreement program, establishing liaison with programmatic and other administrative offices involved in the interagency agreement program process, and following up with those offices when problems appear in order to assure a smoothly functioning process. This responsibility may be delegated.

EFFECTIVE DATE:

Document No.

INTERAGENCY AGREEMENT

Between

THE OFFICE OF SURFACE MINING RECLAMATION AND ENFORCEMENT
U.S. DEPARTMENT OF THE INTERIOR

And

U.S. BUREAU OF MINES

PROJECT TITLE

INTERAGENCY AGREEMENT

Between

THE OFFICE OF SURFACE MINING RECLAMATION AND ENFORCEMENT

U.S. BUREAU OF MINES

I. OBJECTIVE

(A statement OSMRE's intended attainment or accomplishment for this effort).

II. BACKGROUND

(Cite legislative authority to enter into the agreement and any other pertinent information relative to the background of the project).

III. TERM OF AGREEMENT

An agreement shall be written to run for the minimum time required to meet objectives of the agreement but not to exceed five (5) years. Prior to the end of the term of the agreement, it should be reviewed to determine whether it should be renewed.

Include a statement that the term of the agreement may be modified by mutual consent of both parties.

IV. STATEMENT OF WORK

Identify the goods or services to be supplied or rendered by another agency - be specific.

V. KEY OFFICIALS

Identify OSMRE and other agency officials.

VI. RESPONSIBILITIES

Cite OSMRE responsibilities and other agency responsibilities.

VII. FUNDING

State that funds are not obligated by this agreement.

VIII. PROJECT EVALUATIONS (if applicable)

Statement addressing OSMRE's right to make evaluations of work and the adjudication process in case of a disagreement.

IX. PROPERTY UTILIZATION (if applicable)

X. REPORTS (if applicable)

List descriptions, dates, quantities, and address of receipt point for any required reports.

XI. TERMINATION

Provide that either party may terminate the agreement by providing thirty (30) calendar days written notice.

XII. REQUIRED CLAUSES

"During the performance of this agreement, the participants agree to abide by the terms of Executive Order 11246 on non-discrimination and will not discriminate against any person because of race, color, religion, sex or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex or national origin."

"No member or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit."

XIII. SIGNATURES

Titles of signing officials and dates of signatures.

INTERAGENCY AGREEMENT
INFORMATION ABSTRACT

1. Document Number: _____ (Assigned by awarding office from block of numbers provided by DFM)

2. Participating Agency:

Agency Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

3. Effective Date: _____

4. Brief Description of Services to be Provided: _____

5. Funding and Payment Provisions:

Current Year Funding, FY: _____ \$ _____

a. Services provided by other agency, payment by OSMRE:

OSMRE Account: _____ (To be provided by proposing OSMRE Office)

Payment by disbursement (Federal check in response to voucher)

Payment by fund transfer (SIBAC, OPAC, SF-1081)

Name and telephone number of OSMRE official authorized to approve payments: _____

b. Services provided by OSMRE, payment by other agency:

OSMRE Account: _____ (To be provided by OSMRE Division of Budget, Planning and Management Analysis).

Agency Location Code (ALC) of other agency: _____

Billing address of other agency (If different than
previously given address):

DETERMINATION AND FINDINGS

Interagency Agreement No.

between

The Office of Surface Mining Reclamation and Enforcement

and

U.S. Bureau of Mines

Findings:

Based upon information provided by the Office of Surface Mining Reclamation and Enforcement, in a justification to me dated _____, I hereby find that:

1. Legal authority for the acquisition otherwise exists, and
2. The action does not conflict with any other agency's authority or responsibility.

Determination:

In accordance with Federal Acquisition Regulation 17.502, I determine that this Interagency Agreement is appropriate and it is in OSMRE's best interest to place an order with _____.

Contracting Officer

Date:

EFFECTIVE DATE:

INTERAGENCY AGREEMENT

Between

THE OFFICE OF SURFACE MINING RECLAMATION AND ENFORCEMENT
U.S. DEPARTMENT OF THE INTERIOR

And

U.S. BUREAU OF MINES

PROJECT TITLE

Fiscal Year:
Account No.:
Obligated Amount:

INTERAGENCY AGREEMENT

Between

THE OFFICE OF SURFACE MINING RECLAMATION AND ENFORCEMENT

And

U.S. BUREAU OF MINES

I. OBJECTIVE

A statement of OSMRE's intended attainment or accomplishment for this effort.

II. BACKGROUND

Cite legislative authority to enter into the agreement and any other pertinent information relative to the background of the project.

State applicability of the Economy Act.

III. TERM OF AGREEMENT

A funded agreement shall be written to run for the minimum time required to meet objectives of the agreement but not to exceed one (1) fiscal year unless specifically authorized.

Include a statement that the term of the agreement may be modified by mutual consent of both parties.

IV. STATEMENT OF WORK

Identify the goods or services to be supplied or rendered by another agency (be specific).

V. KEY OFFICIALS

Identify OSMRE and other key agency officials.

VI. FUNDING

State that funds are obligated by this agreement and the dollar amount of the obligation.

VII. PAYMENT

State when or at what intervals payment will be made. Include address and accounting information for billing purposes.

Include name and telephone number of the OSMRE official who will approve payments.

VIII. PROJECT EVALUATIONS (if applicable)

Statement addressing OSMRE's right to make evaluations of work and the adjudication process in case of a disagreement.

IX. PERSONAL PROPERTY MANAGEMENT AND DISPOSITION

Complete if applicable - see personal property management directive.

X. PRIOR APPROVAL (if applicable)

XI. REPORTS

List descriptions, dates, quantities, and address of receipt point for any required reports.

XII. TERMINATION

Provide that either party may terminate the agreement by providing thirty (30) calendar days written notice.

XIII. REQUIRED CLAUSES

"During the performance of this agreement, the participants agree to abide by the terms of Executive Order 11246 on non-discrimination and will not discriminate against any person because of race, color, religion, sex or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex or national origin."

"No member or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit."

XIV. SIGNATURES

Titles of signing officials and dates of signatures.

Enclosures

Special Provisions (if required)