
**INTERAGENCY AGREEMENT
BETWEEN THE
U.S. DEPARTMENT OF AGRICULTURE
NATIONAL INSTITUTE OF FOOD AND AGRICULTURE
AND THE
U.S. ARMY CORPS OF ENGINEERS INSTITUTE FOR WATER RESOURCES
WITH RESPECT TO
NATURAL RESOURCES and WATERSHED MANAGEMENT**

This Interagency Agreement (IAG) is entered into by and between, the U.S. Department of Agriculture, National Institute of Food and Agriculture, hereinafter referred to as NIFA, and the U. S. Army Corps of Engineers, Institute for Water Resources, hereinafter referred to as CEIWR.

WHEREAS, NIFA and CEIWR desire to provide a framework whereby activities of mutual interest in the performance of natural resources and watershed management assessments in support of the management of Corps of Engineers, hereinafter referred to as the Corps, water resource development projects are coordinated; and

WHEREAS, successful coordination can be achieved through cooperation; and

WHEREAS, NIFA is the primary agency of the USDA for the coordination of agricultural and related research in the State Agricultural Experiment Stations and forestry schools, and has supported through its formula funded programs, i.e., Hatch and McIntire-Stennis, research, related to impacts of natural resources on rural economies, interrelationships between water quality and natural resources development and use, forestry and agriculture and recreational use of lands and related waters and natural resources assessments; and

WHEREAS, NIFA will coordinate activities with mutually agreed upon universities; and

WHEREAS, universities will perform natural resources and watershed management assessments cooperatively through NIFA. The selected universities will furnish all material, labor, supplies, equipment, and expertise necessary to accomplish the agreed upon scope of work, which will be identified as an Appendix to this Agreement. This Agreement and mutually agreed upon Scopes of Work, can be supplemented in the future with additional assessments if agreed upon by both parties; and

WHEREAS, NIFA will facilitate ongoing research of importance to its cooperating institutions, will better understand current issues facing agencies concerned with natural resources and watershed

management, and can better perform its function of coordination of research in cooperating entities;
and

WHEREAS, CEIWR will be prepared to more accurately assess natural resources and watershed management at existing Corps projects. This will be accomplished through the performance of a variety of natural resources and watershed management assessments designed to develop tools to improve the efficiency and effectiveness of water resource planning and management activities. These assessments will provide CEIWR with the capability of assisting Corps offices in assessing the implications of alternate policies, operational plans, allocation decisions, management programs, as well as benefiting other Federal and State agencies, and local organizations; and

WHEREAS, both agencies are authorized to cooperate mutually under 7 U.S.C. 3318 and the Economy Act (31 U.S.C. 1535); and

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained, and for other good and valuable considerations, the parties hereby mutually agree with each other as follows:

RESPONSIBILITIES OF BOTH PARTIES:

The NIFA and the CEIWR, in cooperation with selected universities, will coordinate all activities in conducting natural resources and watershed management assessments for the Corps; and CEIWR will provide as needed to NIFA and selected universities, technical requirements, data, and program requirements for natural resources and watershed management assessments for the Corps.

DISSEMINATION OF INFORMATION

A. Public Information. Prior to releasing information to the public through the Freedom of Information Act, 5 U.S.C. 552, or otherwise, regarding work undertaken pursuant to this IAG, CEIWR and the NIFA shall coordinate and consult with each other.

B. Information to Congress. NIFA and CEIWR share joint responsibility for providing information to Congress, if necessary.

C. Procedure Actions. CEIWR may respond directly on inquiries related to CEIWR procurement actions and NIFA may respond directly on inquiries related to NIFA procurement actions.

APPLICABLE LAWS AND REGULATIONS

This IAG, and any work performed hereunder, is subject to the laws of the United States, and the delegated authority assigned to each party. Nothing in this IAG shall be construed as obligating either agency to the expenditure of funds or for future payment of money in excess of appropriates authorized by law. Nothing herein shall limit in any way the authority or legal responsibilities of the NIFA or CEIWR Directors. Nothing in this IAG will bind either party to perform beyond their respective authority, nor does this IAG alter the legal rights and remedies, which the NIFA and CEIWR would otherwise have.

DISPUTE RESOLUTION

A. Resolution. Should a dispute arise between CEIWR and NIFA under this IAG, the parties shall seek in good faith to resolve the dispute through negotiation, mediation, or other forms of non-binding dispute resolution, mutually acceptable to the parties. A joint decision of the signatories to this agreement, or their designees, shall be the disposition of the dispute. In the event that a joint resolution cannot be reached, the dispute will be referred to an appropriate authority for resolution.

B. Continuation of Work. Pending the resolution of any dispute, the parties agree that performance of all obligations shall be pursued diligently.

PUBLICATIONS AND TECHNICAL REPORTS

Publications and technical reports may be joint or independent as agreed upon, always giving due credit to the cooperative effort. In the case of multiple authorship of publications or reports, authorship and publication costs will be jointly agreed upon. In the case of failure to agree on the manner of publication or interpretation of results, information may be published 30 days after notice and submission of the proposed manuscript to the other agency. In such cases, the agency publishing the results will give appropriate credit to the dual effort, but assumes full responsibility for any statements on which there are differences of opinion.

REPORTS:

As required, NIFA will provide progress reports to the designated program contact at CEIWR. Each report shall include a summary of activities, accomplishments, problems and resolutions, and other information pertinent to the performance of the activities in this IAG.

PAYMENT:

NIFA will bill CEIWR on a quarterly basis. All billings will be submitted to:

U.S. ARMY CORPS OF ENGINEERS INSTITUTE FOR WATER RESOURCES

ATTN: CEIWR

Carolyn A. Estep

CEIWR

7701 Telegraph Rd.

Alexandria, VA 22315

Tel: 703-428-9049

Fax: 703-428-8171

All bills will cite CEIWR's reimbursable order number that will be created for this agreement.

CONTACTS-NATIONAL INSTITUTE OF FOOD AND AGRICULTURE:

Program Contact:

Dr. Fen C. Hunt, National Program Leader

USDA-NIFA

1400 Independence Avenue, SW

Washington, D.C. 20250-2215

(202) 720-4114, (202) 690-3162 (fax)

E-mail: fhunt@nifa.usda.gov

Overnight mail:

4446 Waterfront Centre

800 9th Street, S.W.

Washington, DC 20024

Budget and Interagency Agreement Contact:

Selene Gates

Funds Management Section

Policy, Oversight, and Funds Management Branch

USDA-NIFA

1400 Independence Avenue, SW

Washington, D.C. 20250-2298

(202) 720-3512, (202) 401-3481 (fax)

E-mail: sgates@NIFA.usda.gov

Cooperative Agreement/Award Recipient Contact:

Susan Bowman

Office of Extramural Programs

USDA-NIFA

1400 Independence Ave., S.W.

Washington, DC 20250-2241

(202) 401-4324, (202) 401-6271 (fax)

E-Mail: sbowman@NIFA.usda.gov

U.S. ARMY CORPS OF ENGINEERS INSTITUTE FOR WATER RESOURCES

Program Contact:

Dr. Wen-Huei Chang

Economist

ATTN: CEIWR-GW

7701 Telegraph Rd

Alexandria, VA 22315

(703) 428-7214

E-Mail: Wen-Huei.Chang@usace.army.mil

Budget Contact:

Carolyn A. Estep

Budget Analyst

CEIWR

7701 Telegraph Rd.

Alexandria, VA 22315

Tel: 703-428-9049

Fax: 703-428-8171

E-Mail: carolyn.a.estep@usace.army.mil

MISCELLANEOUS

A. Other Relationships or Obligations. This IAG shall not affect any pre-existing or independent relationships or obligations between the NIFA and CEIWR.

B. Survival. The provisions of this IAG, which require performance after the expiration or termination of this IAG, shall remain in force notwithstanding the expiration or termination of this IAG.

C. Severability. If any provision of this IAG is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

TERMS OF THE AGREEMENT:


This Agreement will become effective upon signature of both parties and will remain in effect until September 30, 2015. This Agreement shall continue in force and effect for the duration of the Agreement unless amended or terminated by either party upon 30 days notice in writing to the other party.

Depending on the availability of funding and for each mutually agreed upon Scope of Work (submitted by CEIWR), NIFA will initiate the Reimbursement or Advance of Funds Agreement (AD-672), a USDA form, for signature. After both parties sign the AD-672, NIFA will initiate the award process to the selected universities. The award(s) will be in the form of a new action or if necessary and applicable, will amend existing agreements established with the recipients. The duration of such an award will be dependent on the requirements of the work to be performed but not to exceed the duration of this Agreement (between NIFA and CEIWR) of which is September 30, 2015.

APPROVALS

This INTERAGENCY AGREEMENT is executed by:

U. S. DEPARTMENT OF AGRICULTURE, INSTITUTE OF FOOD AND AGRICULTURE:




ROGER BEACHY, PhD
Director

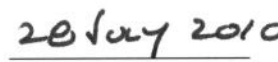


DATE

U.S. ARMY CORPS OF ENGINEERS, INSTITUTE FOR WATER RESOURCES:



ROBERT A. PIETROWSKY
Director



DATE