

INFORMAL DOE AGREEMENT NO: 90DIB003
(prior Agreement No: 89DIB002)

**U. S. DEPARTMENT OF ENERGY
PACIFIC AREA SUPPORT OFFICE
OF THE
NEVADA OPERATIONS OFFICE
POST OFFICE BOX 29939
HONOLULU, HAWAII 96820**

AGREEMENT

THIS AGREEMENT, effective the first day of October, 1989, is entered into between the UNITED STATES DEPARTMENT OF ENERGY (hereinafter called "DOE"), represented by the PACIFIC AREA SUPPORT OFFICE of the NEVADA OPERATIONS OFFICE (hereinafter called "PASO"), and the UNITED STATES DEPARTMENT OF THE INTERIOR (hereinafter called "DOI"), represented by the OFFICE OF TERRITORIAL AND INTERNATIONAL AFFAIRS (hereinafter called "OTIA").

WHEREAS, the parties hereto desire to enter into this Agreement whereby DOE will, on a cost reimbursable basis, support certain DOI programs in the Marshall Islands.

NOW THEREFORE, the parties hereto agree to the following provisions:

I. STANDARD CLAUSES

Appendix A lists certain specific agreements concerning definitions, costs and financial arrangements, termination, limitation on use of funds and progress reports.

II. TERM

The term of this Agreement shall be for one year commencing on October 1, 1989, unless terminated sooner pursuant to Section IV, "Termination," of Appendix A of this Agreement. This Agreement may be extended from year to year by express agreement of PASO and OTIA.

III. SCOPE

The DOI shall provide to DOE, prior to October 1 of each year a Program Scope letter, hereinafter called a "PSL". The PSL will delineate the program that the DOI wishes DOE to implement and will include such additional guidance to DOE as is deemed necessary and appropriate.

Thereafter, the PSL will be provided to the DOE as required to communicate changes in program scope.

IV. PROGRAM MANAGEMENT AGREEMENTS

Holmes & Narver, Inc., Pacific Operations, a cost type integrated and "captive" DOE contractor, will act under the direction of and on behalf of DOE for purposes of this Agreement. H&N/PO, under Contract Number DE-AC08-86NV10471 with DOE, performs work for actual cost only plus an award fee based on prenegotiated performance standards. DOI will be billed only for actual cost of work performed, including appropriate H&N overhead costs.

All work shall be carried out in the most cost effective manner consistent with program objectives as coordinated in advance between OTIA and DOE PASO/H&N.

Larry L. Morgan, an employee of OTIA, shall be authorized to act on behalf of OTIA as Program Manager within the scope of this Agreement.

The Director, PASO, is authorized to act for the DOE in policy and major procedural matters arising out of this Agreement. The Program Liaison Specialist (PLS), PASO, is designated as the point of contact for program scope definition and modifications.

The Manager, Pacific Operations, H&N, is designated by PASO to act for PASO in routine functional matters arising out of this Agreement.

Meetings between DOI and DOE shall be held on a regular basis not less than semi-annually to review the program scope, mechanics, and the Agreement in general for changes as necessary.

U.S. DEPARTMENT OF ENERGY

By



Daryl B. Morse
Contracting Officer

Date

12-8-89

U.S. DEPARTMENT OF THE INTERIOR

By



Stella Guerra
Assistant Secretary

Date

15 Nov. 89

**PROGRAM SCOPE LETTER (PSL)
ENEWETAK FOOD AND MAINTENANCE PROGRAM
(Effective October 1, 1989)**

ADMINISTRATION

- Agency Liaison
- Budget Control
- Site Supervision and Training
- Personnel Administration and Training
- Travel Coordination

LOGISTICS

- Procurement and Procurement Training
- Packing
- Shipping
- Packing and Receiving Training
- Continued development of Majuro Support Office & staff training

FOOD PROGRAMS

- Supplemental Foods
- Fresh Goods Importation (Wetak II)
- Kerosene
- Food Order Training at Enewetak and Majuro

AGRICULTURAL PROGRAM

- Continue fertilization and debrushing of plantings on Northern Islands.
- Reduce the Maxi-Garden Concept, move towards individually operated Gardens
- Continue "Hands On" training of local work force

COMMUNITY SUPPORT

- Continue the employment and training of community members at Enewetak and Majuro
- Assist the Community as required on a Time Available basis.

MOTOR SAILOR - WETAK II

- Continue to provide logistical support for the vessel and crew based at Enewetak
- Train field station personnel to maintain proper records, prepare schedules and handle drydocks

FIELD STATION

- Provide necessary support for all programs
- Maintain DOE and DOI equipment
- Maintain a proper safety program.

APPENDIX A
INTERAGENCY AGREEMENT
STANDARD CLAUSES APPENDIX

- I. Definitions. For purposes of this Agreement, "DOE" means the United States Department of Energy or any duly authorized representative thereof, and "DOI" means the United States Department of the Interior, or any duly authorized representative thereof.
- II. Costs Chargeable to DOI Funds. The DOE shall charge the DOI the actual incurred costs necessary or incident to the performance of the work, including appropriate H&N overhead costs, but not to exceed \$1,000,000 as provided in Public Law 101-121, the Department of the Interior Appropriation Act for FY 1990.
- III. Financial Arrangements and Reimbursement Agreement.
- A. Costs
- The DOI will issue quarterly to DOE an expenditure authorization for estimated costs for the ensuing quarters, agreed to in advance by DOI and PASO. The DOE shall not incur costs or enter into commitment in excess of this amount unless authorized by written superseding guidance by DOI.
- B. Billing Arrangements
- The DOE will bill the DOI monthly utilizing the On-Line Payment and Collection System (OPAC). DOE will furnish periodic financial or program progress reports in such reasonable detail as may be required by DOI. DOE will furnish a Report to OTIA by November 1 of each fiscal year in compliance with section 104(k) of Public Law 99-658.
- IV. Termination. The DOE or the DOI may terminate this Agreement upon 60 days written notice of such termination addressed to the other agency. In the event of such termination, the DOE shall be reimbursed for costs actually incurred to the effective date of termination, and for commitments extending beyond the effective date of termination to a date not later than the date upon which the Agreement would have expired if not terminated under this paragraph, which the DOE, in the exercise of due diligence, is unable to cancel. Payments under this Agreement, including payments under this clause, shall not exceed the estimated total cost elsewhere specified in this Agreement.