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Description of document:	Memorandum of Understanding (MOU) between the Department of Commerce (DOC) Office of Inspector General (OIG) and the Denali Commission, 2014
Requested date:	2016
Released date:	03-May-2016
Posted date:	27-June-2016
Source of document:	FOIA Request Chief Financial Officer Denali Commission 510 L Street, Suite 410 Peterson Tower Anchorage, Alaska 99501 Fax: 907-271-1415

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DENALI COMMISSION

May 3, 2016

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I have reviewed your Freedom of Information Act (FOIA) request for "a copy of the (may 2014) Memorandum of Understanding/Memorandum of Agreement between the Dept of Commerce Office of Inspector General and the Denali Commission" and searched our records for documents responsive to your request. I have attached the documents that are responsive to your request.

If you have any questions you may contact me at 907-271-1414.

John Whittington

Denali Commission General Counsel

### MEMORANDUM OF UNDERSTANDING

## PURSUANT TO THE INSPECTOR GENERAL ACT, AS AMENDED,

## AND THE ECONOMY ACT, AS AMENDED

## THROUGH WHICH

## THE DENALI COMMISSION

## IS OBTAINING OVERSIGHT SERVICES FROM

# THE OFFICE OF INSPECTOR GENERAL FOR THE DEPARTMENT OF COMMERCE (DOC OIG)

## MEMORANDUM OF UNDERSTANDING BETWEEN THE DOC OIG AND THE DENALI COMMISSION

## 1. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to establish terms and conditions for the provision of oversight services to the Denali Commission pursuant to the Inspector General Act of 1978, as amended, and the Economy Act, as amended.

# PARTIES

The parties to this MOU are the DOC OIG and the Denali Commission.

# 2. <u>AUTHORITY</u>

This MOU is entered into under the authority of the Inspector General Act of 1978, as amended, 5 U.S.C. app. 3 § 6(a)(9), the Economy Act, as amended, 31 U.S.C. § 1535, and, to the extent that assistance will be provided on a reimbursable basis, the Treasury Financial Manual (TFM) Bulletin No. 2011-04 (http://www.fms.treas.gov/factsi/manuals/tfm-bulletin-2011-04.pdf).

# 3. SCOPE OF WORK

As soon as possible after the execution of this MOU, DOC OIG will begin providing oversight services to the Denali Commission.

The detailed schedule and specific nature of the oversight services will be determined on a project-by-project basis, and will be subject to and limited by availability of DOC OIG resources and Denali Commission funding. The parties intend any oversight services performed under this MOU to be completed by the termination date in Section 4 of the MOU.

Any documents created by DOC OIG in connection with oversight services provided to the Denali Commission under this MOU are, for all purposes, records belonging to the Denali Commission unless the provision of these documents to the Denali Commission for administrative safekeeping or other purposes would reveal the identity of an informant or whistleblower. DOC OIG will maintain custody and control of originals, hard copies, and electronic files of such documents according to the Denali Commission's record retention schedule. Copies of documents prepared for the Denali Commission by DOC OIG may be kept by the DOC OIG personnel who prepared them as "read file" copies.

In the event the DOC OIG receives any request for access to documents generated under this MOU (e.g., under the Freedom of Information Act, in litigation discovery, by Congressional staff, etc.), DOC OIG will immediately notify the Denali Commission of the request and will consult with the Denali Commission regarding release and/or privilege determinations. If the Denali Commission receives any request for access to documents generated under this MOU, Denali Commission agrees to immediately notify DOC OIG and consult with DOC OIG regarding release and/or privilege determinations.

# 4. DURATION OF MOU AND AMENDMENTS

This agreement will become effective when signed by the parties. The agreement will terminate on September 30, 2014, but may be amended or extended at any time by mutual written consent of the parties. Under no circumstances will the agreement exceed the period of availability of funds.

This agreement is an internal Government agreement between parties, and is not intended to confer any right upon any private person or third party. Nothing in this agreement will be interpreted as limiting, superseding or otherwise affecting either agency's normal operations or decisions in carrying out its statutory duties.

# 5. TERMINATION AND CANCELLATION CLAUSE

Any party may terminate this agreement by providing 30 days written notice to the other party. If the Denali Commission cancels the request for services, the DOC OIG is authorized to collect costs incurred prior to cancellation plus any termination costs.

The 30 days written termination notice is not required, and this agreement shall immediately terminate, in the event that one of the following events occurs: (1) legislation is passed establishing an Inspector General for the Denali

Commission; (2) legislation is passed mandating that Denali Commission utilize the oversight services of another Inspector General; or (3) legislation is passed that prevents the Denali Commission from continuing to utilize the oversight services of DOC OIG. For the purposes of this agreement, these events shall be deemed to have occurred and termination shall be effected when the Inspector General of DOC OIG determines that any such event has occurred and sends written notification to the Denali Commission.

## 6. COSTS

The Denali Commission agrees to reimburse the DOC OIG on an hourly basis for the actual costs associated with the oversight services to be provided to the extent requested in writing by the DOC OIG. The DOC OIG personnel providing oversight assistance may include auditors, investigators, attorneys, supervisory personnel. The Denali Commission also agrees to reimburse the DOC OIG for transportation costs in the event that travel is required to fulfill oversight responsibilities under this MOU.<sup>1</sup> If requested, DOC OIG will provide the Denali Commission with details on the actual costs—including transportation and lodging—incurred during completion of the oversight services.

Payment on a worksheet for costs incurred shall be made by means of the Department of the Treasury's Intra-Government Payment and Collections (IPAC) system. Prior to billing through the IPAC, the DOC OIG shall submit invoices for the work performed and supporting documentation for actual labor costs and other associated costs incurred. Invoices and supporting documentation will be sent to:

Jennifer Price Financial Officer Denali Commission 510 L Street, Suite 410 Anchorage, AK 99501 (907)271-3500

<sup>&</sup>lt;sup>1</sup> The Parties have agreed that the actual costs for oversight services will be the hourly rates of the time expended by OIG personnel with a 27% administrative overhead cost, and the Denali Commission agrees to pay transportation and lodging expenses for OIG personnel in the event that travel is deemed necessary.

Or by email to jprice@denali.gov

The total estimated value of the agreement, including termination costs, will not exceed \$240,000. In the event the actual costs incurred by DOC OIG in providing these services will exceed this amount, the dollar value of the agreement will be increased accordingly, subject to the execution of an amendment to this MOU. Nothing in this Agreement shall be construed in derogation of the Anti-Deficiency Act, 31 U.S.C. § 1341, or to expend or obligate funds in excess or in advance of any appropriation.

As required by the Economy Act, the DOC OIG has determined that it is able to provide the oversight services, and the Denali Commission has determined: (1) that funds are available for the requested service, (2) this MOU is in the best interest of the United States Government, and (3) that the services requested cannot be provided by contract as conveniently or cheaply by a commercial enterprise.

# 7. RESOLUTION OF DISAGREEMENTS

Should disagreement arise in the interpretation of the provisions in this agreement that cannot be resolved at the operating level, the dispute shall be resolved pursuant to the Rules for Intragovernmental Transactions delineated in the Treasury Financial Manual, Volume I, Part 2, Chapter 4700, subsection 4706.

# 8. POINTS OF CONTACT

The DOC OIG designates for its point of contact:

Gelitza Reyes Chief Financial Officer Office of Inspector General, Department of Commerce Room 7099 1401 Constitution Avenue NW Washington, D.C. 20230 greyes@oig.doc.gov (202) 482-5472

The Denali Commission designates for its point of contact:

Joel Neimeyer Federal Co-Chair Denali Commission 510 L Street, Suite 410 Anchorage, AK 99501 jneimeyer@denali.gov (907) 271-1414

9. PRIVACY

This agreement will be executed in full compliance with the Privacy Act of 1974, as amended.

IN WITNESS WHEREOF, the parties have executed this MOU as of the dates indicated below:

DOC OIG By: <u>lodd</u> <u>June</u> Todd Zinser, Inspector General Date: <u>5 - 23 - 14</u>

The Denali Commission By: \_ Joel Neimeyer, Federal Co-Chair

Date:	5-	28	-14	

DP MALI COMMISSION DEPARTMENT OF COMMERCE, OFFICE OF INSPECTOR GENERAL
Economy Act Determination and Findings
MOU Number
Agreement Title DUC / DERALI COMMINSCION
Please check all that apply.
Denali Commission The National Institute of Standards and Technology (NIST) warrants that
Sufficient funding amounts are available;
the use of an interagency acquisition is in the best interest of the Government; and
the services requested cannot be provided as conveniently or economically by contracting directly with the private resource.
It has been determined that this Economy Act agreement
does not require contracting action by the servicing agency; or
does require contracting action by the servicing agency and that at least one of the following circumstances applies:
the acquisition will appropriately be made under an existing contract of the servicing agency, entered into before placement of the order, to meet the requirements of the serving agency for the same or similar supplies or services;
the servicing agency has capabilities or expertise to enter into a contract for such supplies or services that are not available within the requesting agency; or
the servicing agency is specifically authorized by law or regulation to purchase such supplies or services on behalf of other agencies.
Contracting Officer Ennakeinel Officer Ennakeinel Officer

#### United States Government Interagency Agreement (IAA) – Agreement Between Federal Agencies General Terms and Conditions (GT&C) Section

IAA Number 14-BAMD-0017 GT&C #

<u>- 0000 -</u> Order # Amendment/Mod #

		DEPARTMENT AND/O	R AGENCY
1.		Requesting Agency of Products/Services	Servicing Agency Providing Products/Services
	Name	The Denali Commission	Office of the Inspector General (OIG) Department of Commerce (DOC)
	Address	510 L Street, Suite 410 Anchorage, AK 99501	1401 Constitution Ave., NW, Room 7099 Washington, DC 20230
2. Servi	cing Agency	Agreement Tracking Number (Optional)	
3. Assis	ted Acquisit	ion Agreement Yes 🗖 No 🔽	
4. GT&	•	heck action being taken)	
	Imendment	- Complete only the GT&C blocks being changed an	d explain the changes being made.
	Cancellation	- Provide a brief explanation for the IAA cancellation	n and complete the effective End Date.
5. Agree	ement Perio	d Start Date End Date 09-30- MM-DD-YYYY MM-DD-	2014 of IAA or effective cancellation date
· · · · ·		ment (Check One) A Recurring Agreement will cont	inue, unless a notice to discontinue is received.
Yes 🗖	lf Yes,	is this an: Annual Renewal 🛄 Other Renewal 🔲 State the other re	enewal period:
No 62			•
7. Agree	ment Type	(Check One) Single Order IAA	ltiple Order IAA
1	-	ments Allowed for this IAA (Check One) Yes er Requesting Agency's Statutory Authority Title and	
Note: Sp	ecific advan	ce amounts will be captured on each related Order.	

United States Government Interagency Agreement (IAA) – Agreement Between Federal Agencies General Terms and Conditions (GT&C) Section					
IAA Number <u>14-BAMD-0017</u> <u>- 0000 -</u> GT&C # Order #	Amendment/Mod #				
2	ricing Agency completes all information for the estimated agreement amount.)				
(Optional for Assisted Acquisitions)	Provide a general explanation of the Overhead Fees & Charges				
Direct Cost\$240,0	00.00				
Overhead Fees & Charges	\$0.00				
Total Estimated Amount\$240	000.00				
19. STATUTORY AUTHORITY					
a. Requesting Agency's Authority (Check					
Franchise Revolving Working Fund Fund Capital Fund	Economy Act Other (31 U.S. <u>C.</u> 1535/FAR 17.5) Authority				
Fill in Statutory Authority Title and Citati	on for Franchise Fund, Revolving Fund, Working Capital Fund, or Other Authority				
b. Servicing Agency's Authority (Check O	ne) Economy Act Other				
Franchise Revolving Working F <u>un</u> d F <u>un</u> d Capi <u>tal</u> Fund	(31 U.S. <u>C.</u> 1535/FAR 17.5) Au <u>thor</u> ity				
Fill in Statutory Authority Title and Citat	on for Franchise Fund, Revolving Fund, Working Capital Fund, or Other Authority				
	or list attachments that support Requesting Agency's Scope.) Vork. Oversight Services for the Denali Commission.				
	volk. Oversignt Services for the Denali Commission.				
12 Dolor & Despensik littles for the Despe	sting Agency and Servicing Agency (State and/or list attachments for the roles and				
responsibilities for the Requesting Agency and					
See attached MOU Section 6. Costs.					

FMS 6-10 7600A

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DEPARTMENT OF THE TREASURY FINANCIAL MANAGEMENT SERVICE Page 2 of 4





#### United States Government Interagency Agreement (IAA) – Agreement Between Federal Agencies General Terms and Conditions (GT&C) Section

IAA Number 14-BAMD-0017

GT&C #

<u>- 0000 -</u> Order # Amendment/Mod #

13. Restrictions (Optional) (State and/or attach unique requirements and/or mission specific restrictions specific to this IAA). N/A

14. Assisted Acquisition Small Business Credit Clause (The Servicing Agency will allocate the socio-economic credit to the Requesting Agency for any contract actions it has executed on behalf of the Requesting Agency.)

15. Disputes: Disputes related to this IAA shall be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10; Intragovernmental Business Rules.

16. Termination (Insert the number of days that this IAA may be terminated by written notice by either the Requesting or Servicing Agency.)

- 30

If this agreement is canceled, any implementing contract/order may also be canceled. If the LAA is terminated, the agencies shall agree to the terms of the termination, including costs attributable to each party and the disposition of awarded and pending actions.

If the Servicing Agency incurs costs due to the Requesting Agency's failure to give the requisite notice of its intent to terminate the IAA, the Requesting Agency shall pay any actual costs incurred by the Servicing Agency as a result of the delay in notification, provided such costs are directly attributable to the failure to give notice.

17. Assisted Acquisition Agreements – Requesting Agency's Organizations Authorized To Request Acquisition Assistance for this IAA. (State or attach a list of Requesting Agency's organizations authorized to request acquisition assistance for this IAA.) N/A

18. Assisted Acquisition Agreements – Servicing Agency's Organizations authorized to Provide Acquisition Assistance for this IAA. (State or attach a list of Servicing Agency's organizations authorized to provide acquisition for this IAA.) N/A

19. Requesting Agency Clause(s) (Optional) (State and/or attach any additional Requesting Agency clauses.) N/A

FMS Form 7600A

DEPARTMENT OF THE TREASURY FINANCIAL MANAGEMENT SERVICE Page 3 of 4

		ency Agreement (IAA) – Ag	s Government greement Between Federal Agencies nditions (GT&C) Section
IAA Number	14 8440.0017		
IAA Numoer	GT&C #	<u>- 0000 -</u> Order # Amendment/Mod #	<del>-</del>
-		Optional) (State and/or attach ns and Conditions)	any additional Servicing Agency clauses.)
		and/or Servicing Agency A g Agency attachments.)	ttachments (Optional) (State and/or attach any additional
By signing this			e IAA if the agreement period exceeds one year. Appropriate cation to any affected Order(s).
to sign this age	reement. Each Agency	evel accepting authority or of	Y OFFICIAL ficial as designated by the Requesting Agency and Servicing Agency general terms and conditions are properly defined, including the filled per the agreement.
The Agreemer	nt Period Start Date (F	Block 5) must be the same as c	or later than the signature dates.
-	or this IAA may NOT		n signed by the appropriate individuals, as stated in the Instructions
23.	Requesting Ag	ency	Servicing Agency
Name	Joel Neimeyer		Todd Zinser
Title	Federal Co-Ch	air	Inspector General
Telephone Number(s)	(907) 271-1414		(202) 482-4661
Fax Number			
Email Address	jneimeyer@de	nali,gov	TZinser@oig.doc.gov
SIGNATURE		thi	Todal . Zuni
Approval Date	5	28-14	5-23-14

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#### United States Government Interagency Agreement (IAA) – Agreement Between Federal Agencies Order Requirements and Funding Information (Order) Section

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IAA Number 14-BAMD-0017	<u></u>			Agency's Agreement	
GT&C #	Order # An	nendment/Mod #	Tracking N	lumber (Optional)	
PI	RIMARY ORGA	NIZATION/O	FFICE INFORM	MATION	
24.	Requ	esting Agency		Servicing Age	ency
Primary Organization/Office Name	The Denali Cor	nmission		ce of the Inspector Ge partment of Commerce	
Responsible Organization/Office Address	510 L Street, S Anchorage, AK			1 Constitution Ave.,N shington, DC 20230	W, Rm 7099
±≟≻is on a nures o	ORDER/REQ	UIREMENTS	INFORMATIC	)N	
25. Order Action (Check One)					
✓ New					
Modification (Mod) – List aff a performance period mod, state ne Summary by Line (Block 26) if th	w performance pe	riod for this Ord	er in Block 27.	Fill out the Funding M	Iodification
Cancellation – Provide a brief effective cancellation date.	explanation for O	rder cancellation	1 and fill in the F	<sup>•</sup> erformance Period End	Date for the
26. Funding Modification Summary by Line	Line #	Line #	Line #	Total of All Other Lines (attach funding details)	Total
Original Line Funding	\$240,000.00	\$	\$	\$	\$240,000.00
Cumulative Funding Changes From Prior Mods (addition (+) or reduction (-)]	\$	\$	\$	\$	\$ 0.00
Funding Change for This Mod	\$	\$	\$	S	\$0.00
TOTAL Modified Obligation	\$240,000.00	\$0.00	\$0.00	\$0.00	\$240,000.00
Total Advance Amount (-)	\$	\$	S	S	\$0.00
Net Modified Amount Due	\$240,000.00	\$0.00	\$0.00	\$ 0.00	\$240,000.00
27. Performance Period	Start Date			End Date 09-30-2	2014
For a performance period mod, ins the start and end dates that reflect t new performance period.	ert	MM-DD-		MM-DD-	

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#### IAA Order

IAA Number 14-BAMD-0017

GT&C #

Order # Amendment/Mod #

Servicing Agency's Agreement Tracking Number (Optional)

28. Order L	ine/F	unding l	nform	ation							Line	Numbe	er		-	_
Requesting Agency Funding Information						Servicing Agency Funding Information				1						
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Overhead Fees & Charges S							Advance for \$									
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IAA Number       14-BAMD-0017 GT&C #		IAA Orde	er
GT&C # Order # Amendment/Mod # Tracking Number (Optional)  Total Advance Information (Complete Block 29 if the Advance Payment for Products/Services was checked "Yes" on the GT Total Advance Amount for the Order S (All Order Line advance amounts (Block 28) must sum to th Revenue Recognition Methodology (according to SFFAS 7) (Identify the Revenue Recognition Methodology that will be u account for the Requesting Agency's expense and the Servicing Agency's revenue)  GStraight-line – Provide amount to be accrued S and Number of Months Accrual Per Work Completed – Identify the accounting posting period:  Monthly per work completed & invoiced  Other – Explain other regular period (bimonthly, quarterly, atc.) for posting accruals and how the accrual amounts will be communicated if other than billed  30. Total Net Order Amounts 5240,000.00 [All Order Line Net Amounts Due for reimbursable agreements and Net Total Costs for Assisted Acquisition Agreements (B must sum to this total.]  13. Attachments (State or list attachments.)  BILLING & PAYMENT INFORMATION  2. Payment Method (Check One) [Intra-governmental Payment and Collection (IPAC) is the Preferred Method.] [fIPAC is used, the payment method must agree with the IPAC Trading Partner Agreement (TPA). Requesting Agency Initiated IPAC Other – Explain other associated agree y initiated IPAC Cordit Card Dother – Explain due of the Servicing Agency Initiated IPAC Cordit Card Dother Attachments (Optional)  As Introduced agreement of the IPAC trading Partner Agreement (TPA). Bay and the Servicing Agency Initiated IPAC Cordit Card Dother – Explain other payment method and reasoning 3. Billing Frequency (Check One) [An Invoice must be submitted by the Servicing Agency and accepted by the Requesting Agency BEFORE funds are reimbursed (Le, via IPAC transaction)]  An Invoice must be submitted by the Servicing Agency and accepted by the Requesting Agency BEFORE funds are reimbursed (Le, via IPAC transaction)]	14 DAMD 0017		Servicing Agency's Agreement
Total Advance Amount for the Order S		Order # Amendment/Mod	
Total Advance Amount for the Order S			for Descharter/Comisson une checked "Vee" on the GT&
Revenue Recognition Methodology (according to SFFAS 7) (Identify the Revenue Recognition Methodology that will be u account for the Requesting Agency's expense and the Servicing Agency's revenue)         Straight-line – Provide amount to be accrued \$ and Number of Months         Accrual Per Work Completed – Identify the accounting posting period:         Other – Explain other regular period (bimonthly, quarterly, etc.) for posting accruals and how the accrual amounts will be communicated if other than billed         30. Total Net Order Amounts <u>\$240,000.00</u> [All Order Line Net Amounts Due for reimbursable agreements and Net Total Costs for Assisted Acquisition Agreements (B must sum to this total]         31. Attachments (State or list attachments.)         Key project and/or acquisition milestones (Optional except for Assisted Acquisition Agreements)         BILLING & PAYMENT INFORMATION         32. Payment Method (Check One) [Intra-governmental Payment and Collection (IPAC) is the Preferred Method.] If IPAC is used, the payment method must agree with the IPAC Trading Partner Agreement (TPA).         Requesting Agency Initiated IPAC       Servicing Agency Initiated IPAC         Credit Card       Other – Explain other payment method and reasoning         33. Billing Frequency (Check One)       [An Invoice must be submitted by the Servicing Agency and accepted by the Requesting Agency BEFORE funds are reimbursed (i.e., via IPAC transaction)]			
account for the Requesting Agency's expense and the Servicing Agency's revenue)         Straight-line – Provide amount to be accrued \$ and Number of Months         Accrual Per Work Completed – Identify the accounting posting period:         Other – Explain other regular period (bimonthly, quarterly, etc.) for posting accruals and how the accrual amounts will be communicated if other than billed			
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☐ Monthly per work completed & invoiced         ☐ Other - Explain other regular period (bimonthly, quarterly, etc.) for posting accruals and how the accrual amounts will be communicated if other than billed         30. Total Net Order Amount: \$ 240,000.00         [All Order Line Net Amounts Due for reimbursable agreements and Net Total Costs for Assisted Acquisition Agreements (B must sum to this total.]         31. Attachments (State or list attachments.)         ☐ Key project and/or acquisition milestones (Optional except for Assisted Acquisition Agreements)         BILLING & PAYMENT INFORMATION         32. Payment Method (Check One) [Intra-governmental Payment and Collection (IPAC) is the Preferred Method.]         IfIPAC is used, the payment method must agree with the IPAC Trading Partner Agreement (TPA).         ☐ Credit Card       ☐ Other – Explain other payment method and reasoning         33. Billing Frequency (Check One)       [An Invoice must be submitted by the Servicing Agency and accepted by the Requesting Agency BEFORE funds are reimbursed (i.e., via IPAC transaction)]         [] Monthly       Quarterly       Other Billing Frequency (include explanation)         34. Paymeat Terms (Check One)       [An explanat Terms (Check One)	Straight-line - Provide amount	to be accrued \$	and Number of Months
Cother - Explain other regular period (bimonthly, quarterly, etc.) for posting accruals and how the accrual amounts will be communicated if other than billed 30. Total Net Order Amount: \$ 240,000.00 [All Order Line Net Amounts Due for reimbursable agreements and Net Total Costs for Assisted Acquisition Agreements (B must sum to this total.] 31. Attachments (State or list attachments.)		•	ng period:
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#### IAA Order

Amendment/Mod #

Servicing Agency's Agreement
Tracking Number (Optional)

35. Funding Clauses/Instructions (Optional) (State and/or list funding clauses/instructions.) N/A

Order #

 36. Delivery/Shipping Information for Products (Optional)

 Agency Name

 Point of Contact (POC) Name & Title

 POC Email Address

 Delivery Address /Room Number

 POC Telephone Number

Special Shipping Information

IAA Number 14-BAMD-0017

GT&C #

#### APPROVALS AND CONTACT INFORMATION

#### **37. PROGRAM OFFICIALS**

The Program Officials, as identified by the Requesting Agency and Servicing Agency, must ensure that the scope of work is properly defined and can be fulfilled for this Order. The Program Official may or may not be the Contracting Officer depending on each agency's IAA business process.

	Requesting Agency	Servicing Agency
Name	Joel Neimeyer	Todd Zinser
Title	Federal Co-Chair	Inspector General
Telephone Number	(907) 271-1414	(202) 482-4661
Fax Number		
Email Address	jneimeyer@denali,gov	TZinser@oig.doc.gov
SIGNATURE	Que 26	Todal. Sumi
Date Signed	5-28-14	5-23-14

38. FUNDING OFFICIALS - The Funds Approving Officials, as identified by the Requesting Agency and Servicing Agency, certify that the funds are accurately cited and can be properly accounted for per the purposes set forth in the Order. The Requesting Agency Funding Official signs to obligate funds. The Servicing Agency Funding Official signs to start the work, and to bill, collect, and properly account for funds from the Requesting Agency, in accordance with the agreement.

	Requesting Agency	Servicing Agency
Name	Jennifer Price	Gelitza Reyes
Title	Financial Officer	Chief Financial Officer
Telephone Number	(907) 271-3500	(202) 482-5472
Fax Number		
Email Address	jprice@denali.gov	greyes@pig.doc.gov
SIGNATURE		Sut by
Date Signed	5/30/14	5/23/145

FMS Form 7600B

DEPARTMENT OF THE TREASURY FINANCIAL MANAGEMENT SERVICE Page 4 of 5





#### IAA Order

IAA Number <u>14-BAMD-0017</u> GT&C #

Order # Amendment/Mod #

Servicing Agency's Agreement Tracking Number (Optional) \_\_\_\_\_\_

#### **CONTACT INFORMATION** FINANCE OFFICE Points of Contact (POCs) The finance office points of contact must ensure that the payment (Requesting Agency), billing (Servicing Agency), and advance/accounting information are accurate and timely for this Order. **Requesting Agency (Payment Office)** Servicing Agency (Billing Office) 39. Alicia James-Marshall Name Senior Budget Officer Title Office Address 1401 Constitution Ave., NW, Rm 7099 Telephone Number (202) 482-0185 Fax Number Email Address ajames@oig.doc.gov Signature & Date (Optional) 40. ADDITIONAL Points of Contacts (POCs) (as determined by each Agency) This may include CONTRACTING Office Points of Contact (POCs). Servicing Agency **Requesting Agency** Name John Webb Title Budget Officer Office Address 1401 Constitution Ave., NW, Rm 7099 **Telephone Number** (202) 482-1719 Fax Number Email Address jwebb@oig.doc.gov Signature & Date (Optional) Name Title Office Address Telephone Number Fax Number Email Address Signature & Date (Optional) Name Title Office Address **Telephone Number** Fax Number Email Address Signature & Date (Optional)

## GENERAL MEMORANDUM OF UNDERSTANDING

1

# PURSUANT TO THE INSPECTOR GENERAL ACT, AS AMENDED, THE DENALI COMMISSION ACT,

AND THE ECONOMY ACT, AS AMENDED

## THROUGH WHICH

### THE DENALI COMMISSION

## IS OBTAINING OVERSIGHT SERVICES FROM

# THE OFFICE OF INSPECTOR GENERAL FOR THE DEPARTMENT OF COMMERCE (DOC OIG)

# GENERAL MEMORANDUM OF UNDERSTANDING BETWEEN THE DOC OIG AND THE DENALI COMMISSION

# 1. PURPOSE

The purpose of this General Memorandum of Understanding ("General MOU") is to establish terms and conditions for the provision of oversight services to the Denali Commission pursuant to the Inspector General Act of 1978, as amended, the Denali Commission Act of 1998, and the Economy Act, as amended.

# 2. PARTIES

The parties to this General MOU are the DOC OIG and the Denali Commission.

# 3. AUTHORITY

This General MOU is entered into under the authority of the Inspector General Act of 1978, as amended, 5 U.S.C. app. 3 § 6(a)(9), the Economy Act, as amended, 31 U.S.C. § 1535, the Denali Commission Act of 1998, P.L. 105-277, and, to the extent that assistance will be provided on a reimbursable basis, the Treasury Financial Manual (TFM) Bulletin No. 2011-04 (http://www.fms.treas.gov/factsi/manuals/tfm-bulletin-2011-04.pdf).

# 4. <u>SCOPE OF WORK</u>

After the execution of this MOU, DOC OIG will make itself available to provide oversight services to the Denali Commission. The detailed schedule and specific nature of the oversight services will be determined on a projectby-project basis, and will be subject to and limited by availability of DOC OIG resources and Denali Commission funding. The parties intend any oversight services to be performed in conjunction with terms set forth in this General MOU and in amendments covering the obligation of funds for each covered fiscal year. Any documents created by DOC OIG in connection with oversight services provided to the Denali Commission under this General MOU are, for all purposes, records belonging to the Denali Commission unless the provision of these documents to the Denali Commission for administrative safekeeping or other purposes would reveal the identity of an informant or whistleblower. DOC OIG will maintain custody and control of originals, hard copies, and electronic files of such documents according to the Denali Commission's record retention schedule. Copies of documents prepared for the Denali Commission by DOC OIG may be kept by the DOC OIG personnel who prepared them as "read file" copies.

In the event the DOC OIG receives any request for access to documents generated under this General MOU (e.g., under the Freedom of Information Act, in litigation discovery, by Congressional staff, etc.), DOC OIG will immediately notify the Denali Commission of the request and will consult with the Denali Commission regarding release and/or privilege determinations. If the Denali Commission receives any request for access to documents generated under this General MOU, Denali Commission agrees to immediately notify DOC OIG and consult with DOC OIG regarding release and/or privilege determinations.

The following appointment process will be used to name a Denali Commission Inspector General for the purposes of this General MOU:

i. The DOC OIG will nominate a DOC OIG official who is currently serving at the GS-15 level or above to serve as the Denali Commission Inspector General.

ii. In accordance with section 8G of the Inspector General Act of 1978 (the "Act"), the Denali Commissioners must appoint the nominee for the position of the Denali Commission Inspector General. The Denali Commission will consider the nomination and will appoint the Denali Commission Inspector General in accordance with applicable laws and regulations governing appointments within the Denali Commission.

In the event the DOC OIG official appointed to serve as the Denali Commission Inspector General is removed, transferred, or otherwise vacates the position, the Denali Commission and DOC OIG will work together to inform both Houses of Congress of this change in accordance with Section 8G (e)(2) of the Act.

During the period of this General MOU, any vacancy in the position of Denali Commission Inspector General may be filled in the same manner described above.

# 5. DURATION OF MOU AND AMENDMENTS

This General MOU will become effective as of the date of last signature and will terminate on September 30, 2020, but may be amended or extended at any time by mutual written consent of the parties. No funds are obligated under this General MOU. The General MOU will be re-evaluated on an annual basis to determine the relevant price and services to be provided.

This General MOU does not obligate any funds or request any services itself. Services covered by this General MOU may be procured on an as-needed basis and may be funded incrementally on a fiscal year basis (or shorter period of time) by additional agreement. Under this General MOU, DOC OIG must incur no expenses beyond the period of performance date set by the most recent amendment/agreement that obligates current funding, and no funds for such activities will be obligated and no services provided until the parties decide to execute an amendment/agreement funding each new period.

This General MOU is an internal Government agreement between parties, and is not intended to confer any right upon any private person or third party. Nothing in this General MOU will be interpreted as limiting, superseding or otherwise affecting either agency's normal operations or decisions in carrying out its statutory duties.

# 6. TERMINATION AND CANCELLATION CLAUSE

Any party may terminate this General MOU by providing 30 days' written notice to the other party. If the Denali Commission cancels the General MOU, the DOC OIG is authorized to continue and complete, for a period of up to 60 days, any oversight activities performed under this General MOU which are ongoing as of the date of the cancellation. These activities include any ongoing audits, inspections, evaluations, or investigations being performed pursuant to this General MOU.

In the event that the Denali Commission cancels this General MOU, the Denali Commission shall reimburse DOC OIG for all costs incurred for work performed under this General MOU, including work continued and completed during the 60-day period mentioned in the preceding paragraph, plus any cancellation costs.

The 30 days' written termination notice is not required, and this General MOU shall immediately terminate, in the event that one of the following events occurs: (1) legislation is passed establishing an Inspector General for the Denali Commission; (2) legislation is passed mandating that the Denali Commission utilize the oversight services of another Inspector General; or (3) legislation is passed that prevents the Denali Commission from continuing to utilize the oversight services of DOC OIG. For the purposes of this Agreement, these events shall be deemed to have occurred and termination shall be effected when the Inspector General of DOC OIG determines that any such event has occurred and sends written notification to the Denali Commission.

## 7. <u>COSTS</u>

The Denali Commission agrees to reimburse the DOC OIG on an hourly basis for the actual costs associated with the oversight services to be provided to the extent requested in writing by the DOC OIG. The DOC OIG personnel providing oversight assistance may include auditors, investigators, attorneys, and supervisory personnel. The Denali Commission also agrees to reimburse the DOC OIG for travel costs, including transportation and lodging, for OIG personnel in the event that travel is required to fulfill oversight responsibilities under this General MOU.<sup>1</sup> If requested, DOC OIG will provide the Denali Commission with details on the actual costs—including transportation and lodging—incurred during completion of the oversight services. Other direct

<sup>&</sup>lt;sup>1</sup> The Parties have agreed that the actual costs for oversight services will be the hourly rates of the time expended by OIG personnel with a 27% administrative overhead cost rate for services such as human resources, information technology, and budget support services.

costs related to the work of the Denali Commission OIG, such as space, supplies, equipment, and training are also authorized under this agreement.

Payment on a worksheet for costs incurred shall be made by means of the Department of the Treasury's Intra-Government Payment and Collections (IPAC) system. Prior to billing through the IPAC, the DOC OIG shall submit invoices for the work performed and supporting documentation for actual labor costs and other associated costs incurred. Invoices and supporting documentation will be sent to:

Jennifer Price Financial Officer Denali Commission 510 L Street, Suite 410 Anchorage, AK 99501 (907)271-3500

Or by email to jprice@denali.gov

Nothing in this General MOU shall be construed in derogation of the Anti-Deficiency Act, 31 U.S.C. § 1341, or to expend or obligate funds in excess or in advance of any appropriation.

As required by the Economy Act, the DOC OIG has determined that it is able to provide the oversight services, and the Denali Commission has determined: (1) that a separate determination of funding availability will be made in the event that services are requested pursuant to subsequent agreements under the terms of this General MOU, (2) this General MOU is in the best interest of the United States Government, and (3) that the services requested cannot be provided by contract as conveniently or cheaply by a commercial enterprise.

# 8. RESOLUTION OF DISAGREEMENTS

Should disagreement arise on the interpretation of the provisions in this General MOU or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement or interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution. If a dispute related to funding remains unresolved for more than 30 calendar days after the parties have engaged in an escalation of the dispute, the dispute shall be resolved in accordance with instructions provided in the Rules for Intragovernmental Transactions delineated in the Treasury Financial Manual, Volume I, Part 2, Chapter 4700, subsection 4706.

# 9. POINTS OF CONTACT

The DOC OIG designates for its point of contact:

Gelitza Reyes Chief Financial Officer Office of Inspector General, Department of Commerce Room 7099 1401 Constitution Avenue NW Washington, D.C. 20230 greyes@oig.doc.gov (202) 482-5472

The Denali Commission designates for its point of contact:

Joel Neimeyer Federal Co-Chair Denali Commission 510 L Street, Suite 410 Anchorage, AK 99501 jneimeyer@denali.gov (907) 271-1414

# 10. PRIVACY

This agreement will be executed in full compliance with the Privacy Act of 1974, as amended.

IN WITNESS WHEREOF, the parties have executed this General MOU as of the dates indicated below:

DOC OIG By: <u>Land</u> Dave Smith, Acting Inspector General

Date: <u>\$ 17 15</u>

The Denali Commission By: Joel Neimeyer, Federal Co-Chair Date: <u>8/17/15</u>

Amendment 1 to Memorandum of Understanding Between the DOC OIG and the Denali Commission

A

#### **AMENDMENT 1 TO THE**

#### MEMORANDUM OF UNDERSTANDING

#### PURSUANT TO THE INSPECTOR GENERAL ACT, AS AMENDED,

#### AND THE ECONOMY ACT, AS AMENDED

#### THROUGH WHICH

#### THE DENALI COMMISSION

#### IS OBTAINING OVERSIGHT SERVICES FROM

#### THE OFFICE OF INSPECTOR GENERAL FOR THE DEPARTMENT OF

COMMERCE (DOC OIG)

Amendment 1 to Memorandum of Understanding Between the DOC OIG and the Denali Commission

## 1. Purpose

This Amendment extends the terms and conditions of the original MOU (Dated May 28, 2014) for the provision of oversight services to the Denali Commission by the Department of Commerce Office of Inspector General (DOC OIG) through Fiscal Year 2015.

## 2. Authority

The original MOU is entered into under the authority of the Inspector General Act of 1978, as amended, 5 U.S.C. app. 3 § 6(a)(9), the Economy Act, as amended, 31 U.S.C. § 1535, and, to the extent that assistance will be provided on a reimbursable basis, the Treasury Financial Manual (TFM) Bulletin No. 2011-04.

Pursuant to Section 4 of the original MOU, the MOU can be amended or extended at any time by mutual written consent of the parties.

## 3. Duration of the Amendment

This amendment extends the terms of the agreement under the original MOU to include the period from October 1, 2014 through September 30, 2015 (Fiscal Year 2015).

## 4. <u>Costs</u>

As established in the original MOU, the Denali Commission agrees to reimburse the DOC OIG on an hourly basis for its actual costs associated with the oversight services to be provided and to the extent requested in writing by the DOC OIG. Reimbursement of costs for services provided pursuant to this Amendment shall be made under the same terms and conditions provided for in Section 6 (Costs) of the original MOU. Amendment 1 to Memorandum of Understanding Between the DOC OIG and the Denali Commission

The total value of this amendment for Fiscal Year 2015 services, including termination costs, shall not exceed \$401,000. These costs are separate from and in addition to the costs to be reimbursed to DOC OIG for oversight services provided to the Denali Commission during Fiscal Year 2014 pursuant to the original MOU. Nothing in this Amendment shall be construed in derogation of the Anti-Deficiency Act, 31 U.S.C. § 1341, or to expend or obligate funds in excess or in advance of any appropriation.

As required by the Economy Act, the DOC OIG has determined that it is able to provide these oversight services, and the Denali Commission has determined that: (1) funds are available for the requested services; (2) this MOU is in the best interests of the United States Government; and (3) the services requested cannot be provided by contract as conveniently or cheaply by a commercial enterprise

## 5. <u>Resolution of Disagreements</u>

Should disagreement arise in the interpretation of the provisions in this amendment that cannot be resolved at the operating level, the dispute shall be resolved pursuant to the Rules for Intragovernmental Transactions delineated in the Treasury Financial Manual, Volume 1, Part 2, Chapter 4700, subsection 4706.

## 6. <u>Privacy</u>

This amendment will be executed in full compliance with the Privacy Act of 1974, as amended.

Amendment 1 to Memorandum of Understanding Between the DOC OIG and the Denali Commission

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates indicated below:

**DOC OIG** By: Todd Zinser, mspector General

Date: 10-1-14

**The Denali Commission** 

By:

Joel Neimeyer, Federal Co-Chair

10/10 1,4 Date: