United States Environmental Protection Agency
Washington, DC 20460

Interagency Agreement/ Amendment

Part 1 - General Information

1. EPA IA Identification Number RW-13-92388201 - 1	**2. Funding Location by Region** EPA HQ
3. Other Agency IA ID Number (if known) Federal Agency	**4. Awarding Office** IASSC East
5. Type of Action Augmentation: Increase	**6. IA Specialist:** Leon Smith 202-564-5301 smith.leon@epa.gov

7. Name and Address of EPA Organization
US Environmental Protection Agency
IASSC East
1200 Pennsylvania Avenue, NW Mail code 3903R
Washington, DC 20460

8. Name and Address of Other Agency
Department of Commerce-NOAA
National Oceanographic and Atmospheric Administration
1335 East West Highway
Silver Spring, MD 20910

9. DUNS: 029128894 **10. BETC:** COLL **11. DUNS:** 156140209 **12. BETC:** DISB

13. Project Title and Description
Office of the Administrative law Judges

The Environmental Protection Agency will provide the services of Administrative Law Judges to the National Oceanic and Atmospheric Administration for the performance of work subject to renewal upon mutual agreement of the EPA and NOAA.

Increase Funding

14. EPA Project Officer (Name, Address, Telephone Number)
Mary Keemer
1200 Pennsylvania Ave, NW (1900R)
Washington, DC 20460
202-564-6256
E-Mail: Keemer.Mary@epamail.epa.gov
FAX: 202-5650044

15. Other Agency Project Officer (Name, Address, Telephone)
Kelly Mabe
1335 East West Highway
Silver Spring, MD 20910
301-628-1413
E-Mail: kelly.mabe@noaa.com
FAX: na

16. Project Period: 10/01/2013 to 09/30/2014
17. Budget Period: 10/01/2013 to 09/30/2014

18. Scope of Work (See Attachment)
See attached Scope of Work.

19. Employer/Tax ID No. 520852695 **20. CAGE No:** 347A4 **21. ALC:** 68-01-0727

22. Statutory Authority for Transfer of Funds and Interagency Agreement
Economy Act 31 U.S.C. 1535

23. Other Agency Type
Federal Agency

24. Revise Reimbursable Funds and Direct Fund Cites (only complete if applicable)

	Previous Funding	This Action	Amended Total
Revise Reimbursable (in-house)		0	0
Direct Fund Cite (contractor)		0	0
Total			0

Funds	Previous Amount	Amount This Action	Total Amount
25. EPA Amount		$0	$0
26. EPA In-Kind Amount			$0
27. Other Agency Amount	$250,000	$300,000	$550,000
28. Other Agency In-Kind Amount			$0
29. Total Project Cost	$250,000	$300,000	$550,000

30. Fiscal Information

Treas. Symbol	DCN	FY	Appropriation	Budget Org	PRC	Object Class	Site/Project	Cost Org	Ob/De-Ob Amt
6813/140108		2014	BR	11R0X68	ZZZME3	0			284,469
6813/140108		1314	BR	11R0Z68	ZZZME3	0			15,531
									300,000

Part II - Approved Budget

EPA IAG Identification Number
RW-13-92388201 - 1

31. Budget Categories	Itemization of All Previous Actions	Itemization of This Action	In-Kind Itemization of This Action	Itemization of Total Project Cost to Date
(a) Personnel	$238,299	$284,469		$522,768
(b) Fringe Benefits	$0			$0
(c) Travel	$0			$0
(d) Equipment	$0			$0
(e) Supplies	$0			$0
(f) Procurement / Assistance	$0			$0
(g) Construction	$0			$0
(h) Other	$0			$0
(i) Total Direct Charges	$238,299	$284,469	$0	$522,768
(j) Indirect Costs:	$11,701	$15,531		$27,232
Charged - Amount Rate: 4.91% Base: $ Not Charged: Funds-In: Not charged by EPA Amount $				
(k) Total (EPA Share %) (Other Agency Share %)	$250,000	$300,000	$0	$550,000

32. How was the IDC Base calculated?

33. Is equipment authorized to be furnished by EPA or leased, purchased, or rented with EPA funds? ☐ Yes ☒ No
(Identify all equipment costing $1,000 or more)

34. Are any of these funds being used on Procure/Assistance agreements? ☐ Yes ☒ No

Type of Procure/Assistance Agreement

Contractor/Recipient Name (if known)	Total Procure/Assistance Amount Under This Project	Percent Funded by EPA (if known)
	Total $ 0.00	

Part III - Funding Methods and Billing Instructions

35. **(Note: EPA Agency Location Code (ALC) - 68010727)**

☐ Disbursement Agreement	Request for repayment of actual costs must be itemized on SF 1080 and submitted to the Financial Management Office, Cincinnati, OH 45268-7002:
☐ Repayment	☐ Monthly ☐ Quarterly ☐ Upon Completion of Work
☐ Advance	Only available for use by Federal agencies on working capital fund or with appropriate justification of need for this type of payment method. Unexpended funds at completion of work will be returned to EPA. Quarterly cost reports will be forwarded to the Financial Management Center, EPA, Cincinnati, OH 45268-7002.
☐ Allocation Transfer-Out	Used to transfer obligational authority or transfer of function between Federal agencies. Must receive prior approval by the Office of Comptroller, Budget Division, Budget Formulation and Control Branch, EPA Hdqtrs. Forward appropriate reports to the Financial Reports and Analysis Branch, Financial Management Division, PM-226F, EPA, Washington, DC 20460.

36. ☒ Reimbursement Agreement ☒ Repayment ☐ Advance
☐ Allocation Transfer-In

Other Agency's Billing Address (include ALC or Station Symbol Number)	Other Agency's Billing Instructions and Frequency

Part IV - Acceptance Conditions	EPA Identification Number
	RW-13-92388201 - 1

37. Terms and Conditions, when included, are located at the end of the 1610-1, or as an attachment.

Part V - Offer and Acceptance

Note: A) For Fund-out actions, the agreement/amendment must be signed by the other agency official in duplicate and one original returned to the Grants and IA Management Division for Headquarters agreements or to the appropriate EPA Regional IA administration office within 3 calendar weeks after receipt or within any extension of time that may be granted by EPA. The agreement/amendment must be forwarded to the address cited in item 29 after acceptance signature.

Failure to return the properly executed document within the prescribed time may result in the withdrawal of offer by EPA. Any change to the agreement/amendment by the other agency after the document is signed by the EPA Award Official, which the Award Official determines to materially alter the agreement/amendment, shall void the agreement/amendment.

B) For Funds-In actions, the other agency will initiate the action and forward two original agreements/amendments to the appropriate EPA program office for signature. The agreements/amendments will then be forwarded to the appropriate EPA IA administration office for signature on behalf of the EPA. EPA will return one original copy after acceptance returned to the other agency after acceptance.

EPA IA Administration Office (for administrative assistance)	EPA Program Office (for technical assistance)
38. Organization/Address U.S. Environmental Protection Agency IASSC East 1200 Pennsylvania Avenue, NW Mail code 3903R Washington, DC 20460	39. Organization/Address US Environmental Protection Agency OA - Office of the Administrator 1200 Pennsylvania Ave, NW Washington, DC 20460

Award Official on Behalf of the Environment Protection Agency

40. Digital signature applied by EPA Award Official | FOR Frank N. Roth - Chief Fellowship IA & SEE Branch Michelle Messick - AO delegate	Date 06/19/2014

Authorizing Official on Behalf of the Other Agency

41. Signature	Typed Name and Title	Date
	See Attached	06/05/2014

Amendment 1 to Interagency Agreement
Between the
Environmental Protection Agency (EPA)
And the National Oceanic and Atmospheric Administration (NOAA)

1. Amendment to the Interagency Agreement

The Interagency Agreement between the National Oceanic and Atmospheric Administration (NOAA) and U.S. Environmental Protection Agency (EPA), signed September 16, 2013, is amended as follows:

Section V is revised as follows:

Funding authorized by NOAA for services provided by EPA under Section IV of this Interagency Agreement from October 1, 2013 through September 30, 2014, will not exceed **$550,000** unless modified by amendment to this Interagency Agreement. NOAA is using "No Year Funding" (funds that do not expire) to fund this interagency agreement.

As set forth in the attached Determination and Finding pursuant to 48 CFR 17.502-2, NOAA warrants that sufficient funding amounts are available, that this agreement is in the best interest of the United States Government, and that the services requested cannot be provided by contract as conveniently or cheaply by a commercial enterprise. EPA warrants that it is able to provide the goods and services set forth in the agreement.

2. The Remainder of the Interagency Agreement Remains in Effect

This amendment will become effective on the last date of signature by the parties and will terminate on September 30, 2014. All other terms and conditions of the September 16, 2013 Interagency Agreement remain in effect.

3. Signatures

IN WITNESS WHEREOF, the parties hereto have signed this agreement on the day and year appearing opposite the signature of their authorized representative.

Jon P. Alexander
Acting Chief Financial Officer
National Oceanographic and Atmospheric Administration

6/5/14
Date

Susan L. Biro
Chief Administrative Law Judge
Office of Administrative Law Judges
U.S. Environmental Protection Agency

6/9/14
Date

DEPARTMENT OF COMMERCE

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

INTERAGENCY AGREEMENT UNDER THE AUTHORITY OF THE ECONOMY ACT

Agreement Number: NA13AANAG0231

Determination and Findings

Background: The current Interagency Agreement (IAA) between the Department of Commerce (DOC), National Oceanic and Atmospheric Administration (NOAA), and the U.S. Environmental Protection Agency (EPA) provides for EPA Administrative Law Judge services to preside over cases that are referred to EPA under this Agreement. Cases to be heard are primarily civil penalty cases, permit sanctions, and administrative forfeitures under the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. §§ 1801-1882), Endangered Species Act of 1973 (16 U.S.C. §§ 1531-1543), Marine Mammal Protection Act of 1972 (16 U.S.C. §§ 1361-1407), Lacey Act Amendments of 1981 (16 U.S.C. §§ 3371-3378), Marine Protection, Research and Sanctuaries Act (16 U.S.C. §§ 1431-1439), and other statutory authorities found at 15 C.F.R. § 904.1(c).

This amendment to the IAA is to increase the total value from $250,000 by $300,000 to $550,000 due to the increased need for ALJ services during Fiscal Year 2014. The adjudication of these NOAA fisheries enforcement cases is vital to the ongoing efforts of the NOAA Office of the Deputy Under Secretary for Operations.

Upon the basis of the following determination and findings made pursuant to the authority of the Federal Acquisition Regulation (FAR) Subpart 17.5, the effort described in the findings may be acquired by the National Oceanic and Atmospheric Administration through an interagency agreement under the Economy Act (31 U.S.C. 1535) and in compliance with Part 6 of the FAR.

Findings

1. NOAA will reimburse EPA for ALJ services presiding over NOAA fisheries enforcement cases.

2. This action is authorized under the Economy Act (31 U.S.C. 1535), which provides for an agency to place an order with a major organizational unit within the same agency or another agency.

3. NOAA will provide additional funds in the amount of $300,000, not to exceed the ceiling amount of $550,000, to EPA to cover all costs under this agreement. NOAA certifies that funds are available (as evidenced by the attached CD435 for $300,000 signed by the funds certifying official)

Determination

Based on the aforementioned findings, it is hereby determined that the following requirements under FAR 17.5 are met.

1. Use of an interagency agreement remains in the best interest of the Government as the supplies and services cannot be obtained as conveniently or economically by contracting directly with a private source. NOAA does not have the requisite skill in house to perform the identified ALJ services. EPA is best suited meet NOAA's needs based on their experience with enforcement cases stemming from complex federal statutes involving natural resource issues, including the Clean Water Act (CWA), the Comprehensive Environmental Response, compensation and Liability Act (CERCLA), and the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA). A provision of ALJ services acts as an inherently governmental function that cannot be contracted to a private sector organization – reference Administrative Procedures Act, 5 U.S.C. §§ 551-559.

2. The acquisition does not require additional contracting action by the servicing agency.

3. Sufficient funding amounts are available.

Kelly D. Mabe

Kelly Mabe
Contracting Officer
(301) 628-1413

5/29/14
Date

JUN 04 2014

UNITED STATES DEPARTMENT OF COMMERCE
Office of the General Counsel
Washington, D.C. 20230

ECONOMY ACT AGREEMENT CLEARANCE

FOR: Kelly L. Quickle, Director
Office of Decision Coordination
And Executive Secretariat
National Oceanic and Atmospheric Administration

FROM: Barbara S. Fredericks, Assistant General Counsel for Administration

SUBJECT: Revised Amendment 1 to an Agreement between the National Oceanic and Atmospheric Administration (NOAA) and the Environmental Protection Agency (EPA) (NOAA Folder #14-037389)

ACTIVITIES/COST: Pursuant to this revised amendment, NOAA will reimburse EPA up to $300,000 for the provision of additional Administrative Law Judge (ALJ) services during the remainder of Fiscal Year 2014. This increases the total amount of the agreement to $550,000. NOAA is using no-year funds that remain available until expended.[1]

DURATION OF AMENDMENT: Activities conducted pursuant to this amendment will begin when signed and will terminate on September 30, 2014.

PROGRAMMATIC AUTHORITY: NOAA has programmatic authority to enter this agreement pursuant to 16 U.S.C. § 1861, 15 C.F.R. § 904.1, and 5 U.S.C. § 3344, which provide that an agency that is occasionally or temporarily insufficiently staffed with ALJs may use ALJs selected by OPM from and with the consent of other agencies.[2]

OTHER COMMENTS: A Statement of Determination and Finding is attached, although one is unnecessary since this order does not involve an assisted acquisition. The amendment was revised to re-title it as Amendment 1 and to clarify that NOAA's funds have no expiration date. Pursuant to the underlying agreement, which was cleared by this office on September 12, 2013, NOAA transferred $250,000 for ALJ services during FY 2014.[3] See NOAA Folder #13-032541. That agreement is in effect through September 30, 2018.

REVIEWING ATTORNEY: Mark Tallarico, 202-482-8156

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[1] NOAA is using Fisheries Enforcement Asset Forfeiture funds.
[2] By letter dated August 1, 2013, OPM approved, with the consent of EPA, the continuation of EPA's ALJ services for NOAA in FY 2014.
[3] According to the program office, there has been an increased caseload of longer and more complex cases which has exhausted the initial funding level and caused EPA to begin cancelling scheduled hearings. The subject transfer of funds is needed to reschedule these cancelled hearings and prevent other hearings from being cancelled.

Attachment

cc: Joe Banas
Ben Friedman

United States Environmental Protection Agency
Washington, DC 20460

Interagency Agreement/ Amendment

Part 1 - General Information

1. EPA IA Identification Number RW-13-92388201 - 0

2. Funding Location by Region EPA HQ

3. Other Agency IA ID Number (if known) Federal Agency

4. Awarding Office IASSC East

5. Type of Action New

6. IA Specialist: NancyT Brown 202-564-3264 brown.nancyt@epa.gov

7. Name and Address of EPA Organization
US Environmental Protection Agency
IASSC East
1200 Pennsylvania Avenue, NW Mail code 3903R
Washington, DC 20460

8. Name and Address of Other Agency
Department of Commerce-NOAA
National Oceanographic and Atmospheric Administration
1335 East West Highway
Silver Spring, MD 20910

9. DUNS: 029128894 **10. BETC:** COLL **11. DUNS:** 156140209 **12. BETC:** DISB

13. Project Title and Description
Office of the Administrative law Judges
The Environmental Protection Agency will provide the services of Administrative Law Judges to the National Oceanic and Atmospheric Administration for the performance of work subject to renewal upon mutual agreement of the EPA and NOAA.

14. EPA Project Officer (Name, Address, Telephone Number)
Mary Keemer
1200 Pennsylvania Ave, NW (1900R)
Washington, DC 20460
202-564-6256
E-Mail: Keemer.Mary@epamail.epa.gov
FAX: 202-5650044

15. Other Agency Project Officer (Name, Address, Telephone)
Kelly Mabe
1335 East West Highway
Silver Spring, MD 20910
301-628-1413
E-Mail: kelly.mabe@noaa.com
FAX: na

16. Project Period: 10/01/2013 to 09/30/2014

17. Budget Period: 10/01/2013 to 09/30/2014

18. Scope of Work (See Attachment)
See attached Scope of Work.

19. Employer/Tax ID No. 520852695 **20. CAGE No:** 347A4 **21. ALC:** 68-01-0727

22. Statutory Authority for Transfer of Funds and Interagency Agreement
Economy Act 31 U.S.C. 1535

23. Other Agency Type Federal Agency

24. Revise Reimbursable Funds and Direct Fund Cites (only complete if applicable)

	Previous Funding	This Action	Amended Total
Revise Reimbursable (in-house)		0	0
Direct Fund Cite (contractor)		0	0
Total			0

Funds	Previous Amount	Amount This Action	Total Amount
25. EPA Amount		$0	$0
26. EPA In-Kind Amount			$0
27. Other Agency Amount		$250,000	$250,000
28. Other Agency In-Kind Amount			$0
29. Total Project Cost		$250,000	$250,000

30. Fiscal Information

Treas. Symbol	DCN	FY	Appropriation	Budget Org	PRC	Object Class	Site/Project	Cost Org	Ob/De-Ob Amt
683/40108		1314	BR	11R0X68	ZZZME3	0			238,299
683/40108		1314	BR	11R0Z68	ZZZME3	0			11,701
									250,000

Part II - Approved Budget

EPA IAG Identification Number
RW-13-92388201 - 0

31. Budget Categories	Itemization of All Previous Actions	Itemization of This Action	In-Kind Itemization of This Action	Itemization of Total Project Cost to Date
(a) Personnel		$238,299		$238,299
(b) Fringe Benefits				$0
(c) Travel				$0
(d) Equipment				$0
(e) Supplies				$0
(f) Procurement / Assistance				$0
(g) Construction				$0
(h) Other				$0
(i) Total Direct Charges	$0	$238,299	$0	$238,299
(j) Indirect Costs:	$0	$11,701		$11,701
Charged - Amount Rate: 4.91% Base: $ Not Charged: Funds-In: Not charged by EPA Amount $				
(k) Total (EPA Share %) (Other Agency Share %)	$0	$250,000	$0	$250,000

32. How was the IDC Base calculated?

33. Is equipment authorized to be furnished by EPA or leased, purchased, or rented with EPA funds? ☐ Yes ☒ No
(Identify all equipment costing $1,000 or more)

34. Are any of these funds being used on Procure/Assistance agreements? ☐ Yes ☒ No

Type of Procure/Assistance Agreement

Contractor/Recipient Name (if known)	Total Procure/Assistance Amount Under This Project	Percent Funded by EPA (if known)
	Total $ 0.00	

Part III - Funding Methods and Billing Instructions

(Note: EPA Agency Location Code (ALC) - 68010727)

35.

☐ Disbursement Agreement — Request for repayment of actual costs must be itemized on SF 1080 and submitted to the Financial Management Office, Cincinnati, OH 45268-7002:

☐ Repayment — ☐ Monthly ☐ Quarterly ☐ Upon Completion of Work

☐ Advance — Only available for use by Federal agencies on working capital fund or with appropriate justification of need for this type of payment method. Unexpended funds at completion of work will be returned to EPA. Quarterly cost reports will be forwarded to the Financial Management Center, EPA, Cincinnati, OH 45268-7002.

☐ Allocation Transfer-Out — Used to transfer obligational authority or transfer of function between Federal agencies. Must receive prior approval by the Office of Comptroller, Budget Division, Budget Formulation and Control Branch, EPA Hdqtrs. Forward appropriate reports to the Financial Reports and Analysis Branch, Financial Management Division, PM-226F, EPA, Washington, DC 20460.

36. ☒ Reimbursement Agreement ☒ Repayment ☐ Advance
☐ Allocation Transfer-In

Other Agency's Billing Address (include ALC or Station Symbol Number)	Other Agency's Billing Instructions and Frequency
13-14-0001	

Part IV - Acceptance Conditions	EPA Identification Number
	RW-13-92388201 - 0

37. Terms and Conditions, when included, are located at the end of the 1610-1, or as an attachment.

Part V - Offer and Acceptance

Note: A) For Fund-out actions, the agreement/amendment must be signed by the other agency official in duplicate and one original returned to the Grants and IA Management Division for Headquarters agreements or to the appropriate EPA Regional IA administration office within 3 calendar weeks after receipt or within any extension of time that may be granted by EPA. The agreement/amendment must be forwarded to the address cited in item 29 after acceptance signature.

Failure to return the properly executed document within the prescribed time may result in the withdrawal of offer by EPA. Any change to the agreement/amendment by the other agency after the document is signed by the EPA Award Official, which the Award Official determines to materially alter the agreement/amendment, shall void the agreement/amendment.

B) For Funds-In actions, the other agency will initiate the action and forward two original agreements/amendments to the appropriate EPA program office for signature. The agreements/amendments will then be forwarded to the appropriate EPA IA administration office for signature on behalf of the EPA. EPA will return one original copy after acceptance returned to the other agency after acceptance.

EPA IA Administration Office (for administrative assistance)	EPA Program Office (for technical assistance)
38. Organization/Address U.S. Environmental Protection Agency IASSC East 1200 Pennsylvania Avenue, NW Mail code 3903R Washington, DC 20460	39. Organization/Address US Environmental Protection Agency OA - Office of the Administrator 1200 Pennsylvania Ave, NW Washington, DC 20460

Award Official on Behalf of the Environment Protection Agency

40. Digital signature applied by EPA Award Official | FOR Frank N. Roth - Chief Fellowship IA & SEE Branch Michelle Messick - AO delegate	Date 09/30/2013

Authorizing Official on Behalf of the Other Agency

41. Signature	Typed Name and Title	Date
	Maryjean Buhler, Chief Financial Officer	09/13/2013

Administrative Conditions

1. **Resolution of Disagreements**

Should disagreements arise on the interpretation of the provisions of this agreement 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, disputes will be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10, available at http://www.fms.treas.gov/tfm/index.html.

2. **Cost Collection Upon Cancellation**

If the IA recipient cancels the agreement, the Environmental Protection Agency is authorized to collect costs incurred prior to the cancellation of the agreement, plus termination costs, up to the total payment amount provided for under the agreement.

Scope of Work Statement and
Special Conditions of the Interagency Agreement
Between the
Environmental Protection Agency
And the National Oceanic and Atmospheric Administration
For Performance of Reimbursable Work

I. General Information

Subject to the terms of this Interagency Agreement, the Environmental Protection Agency (EPA) will provide the services of Administrative Law Judges (ALJs) to the National Oceanic and Atmospheric Administration (NOAA) for the performance of work subject to renewal upon mutual agreement of EPA and NOAA.

The EPA may, in its discretion, provide services of attorneys, law clerks, clerical services, or other legal support staff in direct support of the ALJs' work under this Agreement. The EPA may, in its discretion, make travel arrangements necessary for the ALJs to perform services under this Agreement.

II. Purpose

This Agreement sets forth the terms and conditions by which EPA agrees to provide ALJs and their supporting resources. The Chief ALJ for the EPA will select the ALJ to preside over cases that are referred to EPA under this Agreement. The selected ALJ will be responsible for the control and conduct of each assigned case and maintaining the official administrative record and docket. The selected ALJ will preside over the administrative proceedings pursuant to the authorizing statutes and governing regulations identified here: 5 C.F.R. § 930.208, 15 C.F.R. § 904, Subpart C.

Where this Agreement covers specific matters or cases from the Requesting Agency, they are listed here: Cases to be heard are primarily civil penalty cases, permit sanctions, and administrative forfeitures under the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. §§ 1801-1882), Endangered Species Act of 1973 (16 U.S.C. §§ 1531-1543), Marine Mammal Protection Act of 1972 (16 U.S.C. §§ 1361-1407), Lacey Act Amendments of 1981 (16 U.S.C. §§ 3371-3378), Marine Protection, Research and Sanctuaries Act (16 U.S.C. § 1431-1439), and other statutory authorities found at 15 C.F.R. § 904.1 (c).

III. References and Authorities

NOAA's programmatic authority includes 16 U.S.C. § 1861 as well as 15 C.F.R. 904.1. Authorities for the NOAA and the EPA to enter into this agreement include the Economy Act, 31 U.S.C. § 1535, which provides that an agency may place an order with another agency for goods or services if (a) amounts are available; (b) the ordering agency decides the order is in the best interest of the United States Government; (c) the agency to fill the order is able to provide or get by contract the ordered goods or services; and (d) the agency decides ordered goods or services

cannot be provided by contract as conveniently or cheaply by a commercial enterprise (payments must be made on the basis of the actual cost of goods or services provided). Specific authority for NOAA to request ALJ services through the Office of Personnel Management (OPM) and for EPA to provide ALJ services to agencies at the request of OPM is contained in 5 U.S.C. § 3344.

IV. Roles and Responsibilities

NOAA agrees to:

1. Pay for services provided by the EPA Office of Administrative Law Judges (OALJ);
2. Forward all necessary documents to the EPA OALJ, to include but not limited to: Notice of Violation Assessment, Notice of Permit Sanction, request for hearing and other associated documents that are required to docket the NOAA proceeding with the ALJ hearing docket clerk at the EPA OALJ Docketing Center;
3. As required, inform the EPA OALJ hearing docket clerk when EPA OALJ decisions have been petitioned for review to the NOAA Administrator.

The EPA OALJ agrees to:

1. Control and conduct each assigned case in accordance with NOAA procedural rules and regulations;
2. Receive and docket at the OALJ Docketing Center all case related documents and filings including but not limited to: Notice of Violation Assessment, Notice of Permit Sanction, required for hearing and other associated documents or filings as provided under NOAA procedural rules and regulations or as forwarded by NOAA;
3. Enter the case information into a tracking system, maintain accurate paper files, and continuously track the status of cases;
4. Inform all parties via a Notice of Assignment of the EPA Administrative Law Judge who will be presiding over the case, order the parties to file their Preliminary Position on Issues and Procedures and forward the case file to the assigned ALJ for adjudication;
5. Schedule and preside over all necessary prehearing conferences and civil administrative hearings for each assigned case;
6. Render a decision and service the parties as required by NOAA procedural rules and regulations. A copy of the initial decision will be sent to the NOAA Assistant General Counsel for Enforcement and Litigation (GCEL);
7. Provide in the quarterly billing statement or upon request a report indicating the following: the status of all NOAA cases; the number of cases docketed; the number of cases settled, withdrawn or dismissed; the number of hearings held; the number of initial decisions rendered, and any other information as requested by NOAA within the parameters of the OALJ's tracking system;
8. Certify and forward case files requested by NOAA in the event of a petition for review. In the event no petition for review has been filed, then close the record at the conclusion of the applicable time period and forward the permanent record of the case to NOAA. A copy of the initial decision will be forwarded to Lexis/Nexis for publication;
9. Maintain a closed docket for NOAA cases and refer requests by third parties for records or information pertaining to those cases to the NOAA Office of Assistant General Counsel for

Enforcement and Litigation or if directed, the NOAA Freedom of Information Act Office for processing;

10. Ensure that the EPA Chief ALJ, ALJs, attorney support staff, administrative or other support personnel, legal assistants, paralegals, and any approved contracted staff have appropriate clearances as required on a case-by-case basis; and
11. Ensure that the EPA Chief ALJ, ALJs, attorney support staff, administrative or other support personnel, legal assistants, paralegals, and any approved contracted staff will follow applicable codes of conduct to include the ABA Model Code of Judicial Conduct (ALJ's) and the ABA Model Code of Professional Conduct (attorneys).

Both NOAA and the EPA OALJ agree to conduct meetings as deemed necessary to discuss issues and problems arising under this Interagency Agreement.

V. Costs and Requirements

NOAA will reimburse EPA for actual costs only, which include direct and indirect costs incurred for the requested services. The actual salary and benefit rates for the ALJ will be used in the calculation of costs. Actual costs include time spent and travel expenses incurred by the ALJ. Time spent includes work on pre-hearing motions, activities and preparation, presiding over the hearing, obtaining transcripts, preparing and issuing a signed decision, and travel time to and from the hearing location. NOAA will reimburse EPA for travel costs in accordance with Federal Travel Regulations. EPA will be responsible for securing the services of a court reporter or translator for any hearings held pursuant to this Agreement. Since the EPA's in-house resources will be used to perform the services required by this Agreement, all work must stop on September 30 of each year and any unexpended funds must be de-obligated to the extent that EPA has not incurred obligations before the end of the period of availability of those appropriated funds. Any work to continue in the next fiscal year must be funded effective October 1 of that year with current fiscal year funds. However, NOAA may elect to renew the existing IA for an additional fiscal year as allowed by the original IA funding document; under such circumstances work will continue uninterrupted provided new funding is in place by the start of the new fiscal year.

Funding authorized by NOAA for services provided by EPA under Section IV of this Interagency Agreement from October 1, 2013 through September 30, 2014, will not exceed **$250,000** unless modified by amendment to this Interagency Agreement. NOAA is using "No Year Funding" (funds that do not expire) to fund this interagency agreement.

As set forth in the attached Determination and Finding pursuant to 48 CFR 17.502-2, NOAA warrants that sufficient funding amounts are available, that this agreement is in the best interest of the United States Government, and that the services requested cannot be provided by contract as conveniently or cheaply by a commercial enterprise. EPA warrants that it is able to provide the goods and services set forth in the agreement.

Subsequent transfers of funds will be pursuant to amendments to this agreement. Each amendment will include a Determination and Finding, pursuant to 48 CFR 17.502-2.

The Intragovernmental Payment and Collection System (IPAC) will be used to collect reimbursement from the Requesting Agency. The following financial tracking information will be used by each agency:

EPA	NOAA
ALC: 68-01-0727	ALC: 13-14-0001
DUNS number: 029128894	DUNS number: 156140209
TIN: 52-0852695	TIN: 52-0821608
TAS: 683/40108 (FY14)	TAS: 13X5583
BETC: COLL	BETC: DISB

All costs will be invoiced to NOAA on a quarterly basis. The invoice shall include all supporting documentation to support the amounts billed to date, including:

- Identification of the cases and number of NOAA cases heard during the period;
- Actual invoices submitted to the EPA OALJ by court reporter services;
- Postage or mailing costs, including invoices for overnight delivery costs; and
- Apportionment of other office expenses, where appropriate, based on the percentage of costs attributable to NOAA.
- Other costs that may arise under the Agreement shall be reimbursed based on the actual and documented cost paid.

Cases status reports will be provided by EPA to NOAA on a quarterly basis. Copies of all invoices and status reports will be provided by email or fax to:

Daniel Bess
Chief, Corporate Financial Management Division
NOAA Budget Office
HCHB
Room D-015
14th & Constitution Ave., NW
Washington, DC 20230-0001

VI. Administrative

1. Name and addresses of participating agency contacts:

   Lending Agency:

   Environmental Protection Agency
   Mary Keemer, Project Officer
   1200 Pennsylvania Ave. NW
   Mail Code 1900R
   Washington, DC 20005

Requesting Agency:

National Oceanic and Atmospheric Administration
Joseph T. Banas, Ph.D.
NOAA Workforce Management Office
1305 East-West Highway
SOU41
Silver Spring, MD 20910

VII. Resolution of Disputes under this Agreement

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, disputes will be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume 1, Part 2, Chapter 4700, Appendix 10, available at http://www.fms.treas.gov/tfm/index.html.

VIII. Termination and Amendment of the Agreement

This agreement will remain in effect from the date of the last signature below until September 30, 2018 subject to funding availability and approval from the Office of Personnel Management to continue the agreement unless terminated earlier by mutual written agreement of the parties or, by either party by providing 30 days written notice to the other party. If NOAA cancels the order, the EPA is authorized to collect actual costs incurred prior to cancellation of the agreement plus termination costs, up to the total payment amount provided for under the agreement. The agreement may be amended at any time by mutual written consent of the parties.

Signatures:

Maryjean Buhler
Chief Financial Officer
National Oceanic and Atmospheric Administration

9/13/13
Date

Bruce M. Franklin for
Susan L. Biro
Chief Administrative Law Judge
Office of Administrative Law Judges
U.S. Environmental Protection Agency

9/16/13
Date

INTERAGENCY AGREEMENT

DETERMINATION AND FINDINGS (PURSUANT TO 48 CFR 17.502-2)

NOAA Agreement: Interagency Agreement (IAA) between Department of Commerce (DOC), National Oceanic and Atmospheric Administration (NOAA) and the U.S. Environmental Protection Agency (EPA) for Administrative Law Judge (ALJ) Services.

Background: The current IAA between the DOC, NOAA, and EPA provides for EPA ALJs to preside over cases that are referred to EPA under this Agreement. Case to be heard are primarily civil penalty cases, permit sanctions, and administrative forfeitures under the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. §§ 1801-1882), Endangered Species Act of 1973 (16 U.S.C. §§ 1531-1543), Marine Mammal Protection Act of 1972 (16 U.S.C. §§ 1361-1407), Lacey Act Amendments of 1981 (16 U.S.C. §§ 3371-3378), Marine Protection, Research and Sanctuaries Act (16 U.S.C. §§ 1431-1439), and other statutory authorities found at 15 C.F.R. § 904.1(c).

This agreement is for ALJ services from October 1, 2013 through September 30, 2014 in the amount of $ 250,000.

The NOAA Office of the Deputy Under Secretary for Operations warrants that:

__X__ sufficient funding amounts are available (as evidenced by the CD435 for $ 250,000 signed by the funds certifying official);

__X__ this agreement is in the best interest of the United States Government since NOAA does not have the requisite skill in house to perform the identified ALJ services. EPA is best suited meet NOAA's needs based on their experience with enforcement cases stemming from complex federal statutes involving natural resource issues, including the Clean Water Act (CWA), the Comprehensive Environmental Response, compensation and Liability Act (CERCLA), and the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA); and

__X__ the services requested cannot be provided by contract as conveniently or cheaply by a private source since the provision of ALJ services is an inherently Governmental function that cannot be contracted to a private sector organization (reference Administrative Procedures Act, 5 U.S.C. §§ 551-559):

__X__ does not require contracting action by the servicing agency; or

_____ does require contracting action by the servicing agency and that one of the following circumstances exists:

- _____ that the acquisition will appropriately be made under an existing contract of the servicing agency, entered into before the placement of the order, to meet the requirements of the servicing agency for the same or similar supplies or services;
- _____ that the servicing agency has the capabilities or expertise to enter into a contract for such supplies or services which is not available within the requesting agency; or
- _____ that the servicing agency is specifically authorized by law or regulation to purchase such supplies or services on behalf of other agencies.

Natalie A. Colbert

Natalie A. Colbert
Contracting Officer

8/29/2013

Date

SEP 1 2 2013

UNITED STATES DEPARTMENT OF COMMERCE
Office of the General Counsel
Washington, D.C. 20230

ECONOMY ACT AGREEMENT CLEARANCE

FOR: Kelly L. Quickle, Director
Office of Decision Coordination and Executive Secretariat
National Oceanic and Atmospheric Administration

FROM: Barbara S. Fredericks, Assistant General Counsel for Administration

SUBJECT: Revised Agreement between National Oceanic and Atmospheric Administration (NOAA) and the Environmental Protection Agency (EPA) (NOAA Folder #13-032541)

ACTIVITIES/COST: Pursuant to this agreement, NOAA will reimburse EPA up to $250,000 for the provision of Administrative Law Judge (ALJ) services during Fiscal Year 2014. NOAA is using FY 2013 no-year funds that remain available until expended.[1]

DURATION OF AGREEMENT: Activities conducted pursuant to this agreement will begin when the agreement is signed by both parties and will terminate on September 30, 2014. The agreement is in effect through September 30, 2018.

PROGRAMMATIC AUTHORITY: NOAA/OAR possesses programmatic authority pursuant to 16 U.S.C. § 1861, 15 C.F.R. § 904.1, and 5 U.S.C. § 3344, which provide that an agency that is occasionally or temporarily insufficiently staffed with ALJs may use ALJs selected by OPM from and with the consent of other agencies.[2]

OTHER COMMENTS: A Determination and Finding Statement is attached. This agreement replaces a proposed amendment that was initially submitted for review because it was determined that the proposed amendment's underlying agreement was no longer in effect. Transfers of funds for subsequent years of performance will be accomplished via amendments to this agreement, which are subject to formal review and clearance.

REVIEWING ATTORNEY: Mark Tallarico, 202-482-8156

Attachment

cc: Joseph Banas

---

[1] NOAA is using Fisheries Enforcement Asset Forfeiture funds.
[2] By letter dated August 1, 2013, OPM approved, with the consent of EPA, the continuation of EPA's ALJ services for NOAA in FY14.

13-032541

U.S. DEPARTMENT OF COMMERCE

Background

To: DOC General Counsel

AUG 22 2013

From: NOAA Executive Secretariat

Forward for your clearance is an Interagency Agreement between NOAA and EPA for the Provision of Administrative Law Judge (ALJ) Services for FY 2014. If you have any questions, please contact Joe Banas at (301) 713-6311.

Folder

Tracking ID	13-032541-
Category	NOAANOAAWFMO
To/Owner	NOAA/ES (Group)
From	NOAA/WFMO
Addressed To	DOC General Counsel
Folder Types	(None)
Mail Type	E-mail
Subject	Proposed Amendment to the NOAA-EPA Interagency Agreement for the Provision of Administrative Law Judge Services for FT 2014
Keyword Summary	EPA, Administrative Law Judges
Structured Keywords	
DOC Control Number	
Signature*	General Counsel
Clearance Status (ExecSec Only)	100-01 PUBLICATIONS
NOAA File List	None
Date Due for LO	
Date of Document	08/22/2013
Date Received	08/22/2013
Date Due	09/13/2013
Date Closed	
Created By	08/22/2013 16:40:58 Johnson, Denise L.
Modified By	08/22/2013 16:40:58 Johnson, Denise L.

Attachments

Type	Description	Document Status	Category	Owner	Created Modified
PDF (Adobe Acrobat Reader)	Incoming		NOAA/WFMO	Johnson, Denise L.	08/22/2013 08/22/2013

Assignments
NOAA-Internal Workflow

Action	Assigned By	Assigned To	Status	Category	Work Sequence	Date Assigned	Date Due	Closed
Appropriate Action	Johnson, Denise L.	NOAA/ES (Group)	Read	NOAA/WFMO		08/22/2013	Never	

Requested Activity: 8/22 - Forward to DOC GC

- WebDocFlow 4.7 - Powered by DataByDesign Tracking Solutions™ - Thursday, August 22, 2013 - 4:44:33 PM -

August 20, 2013

re: Proposed Amendment to the NOAA-EPA Interagency Agreement for the Provision of Administrative Law Judge (ALJ) Services for FY2014

Hi Kelly:

As discussed previously, please find enclosed materials to be forwarded to Department of Commerce Office of General Counsel for review and approval. A list of documents follows:

1. Amendment to the Interagency Agreement between the EPA and NOAA, proposed, for review and approval by DOC OGC, and signature by the parties.

2. OPM approval to continue the current ALJ loan arrangement through FY2014; signed August 1, 2013.

3. Memo to NOAA Contracting Officer from the Executive Director to the Deputy Under Secretary for Operations, NOAA, in support of a Direction and Finding Statement re: Amendment to the Interagency Agreement between NOAA and EPA for ALJ services; signed August 7, 2013.

4. Form CD-435, Procurement Request for obligational purposes only re: ALJ services for FY2014; signed August 13, 2013.

5. Determination and Finding Statement re: Amendment to the Interagency Agreement for FY2014; signed August 20, 2013.

Background Documents

6. Scope of Work Statement and Special Conditions of the Interagency Agreement Between the Environmental Protection Agency and the National Oceanic and Atmospheric Administration for the Performance of Reimbursable Work (provision of ALJ services); signed September 8, 2011. [original interagency agreement]

7. Amendment to the Interagency Agreement between the EPA and NOAA for FY2013; signed September 14, 2012.

I have asked Maria Buie to create a WebDocFlow folder and insert electronic copies of these documents into that folder. I will inform you of the folder number once it becomes available.

I am the point-of-contact for questions; my contact information is below. Please let me know once DOC completes its review and I'll walk the package around for signatures.

Thanks again for your help!

Joe Banas
301-713-6311
joe.banas@noaa.gov

United States
Office of
Personnel Management

Washington, D.C. 20415-9400

In Reply Refer To: Your Reference:

AUG 1 2013

Loan #: 2011-26E
Expiration date: 9-30-14

Sandra R. Manning
Director, Workforce Management Office
U.S. Department of Commerce
National Oceanic & Atmospheric Administration
1305 East West Highway, Room 12519
Silver Spring, MD 20910

Dear Ms. Manning:

This responds to an email from Mr. Joseph Banas dated July 15, 2013, concerning the need for the continuation of the intermittent and reimbursable detail of Administrative Law Judges (ALJs) to adjudicate matters involving civil penalty cases, permit sanctions, and administrative forfeitures.

Under authority of 5 U.S.C. § 3344 and 5 CFR 930.208, and with the consent of the loaning agency, the Environmental Protection Agency (EPA), I hereby approve the continuation of this loan, and any new cases that occur in FY 2014.

As before, please send us a letter or notice informing us of the completion of the cases when such occurs.

Sincerely,

Joseph Kennedy

Joseph S. Kennedy
Associate Director
Human Resources Solutions

cc: Hon. Susan Biro, Chief ALJ, EPA
Personnel, EPA

UNITED STATES DEPARTMENT OF COMMERCE
The Deputy Under Secretary for Operations
Washington, D.C. 20230

AUG 07 2013

MEMORANDUM FOR: NOAA Contracting Officer

FROM: Captain Joseph A. Pica, NOAA
Executive Director to the Deputy Under Secretary for Operations

SUBJECT: Documentation supporting Determination and Findings (D&F) memo for Interagency Agreement with the Environmental Protection Agency for Administrative Law Judge (ALJ) Services

Per National Oceanic and Atmospheric Administration (NOAA) Acquisition and Grants Office (AGO) Policy # AGO-POL-08-005, I respectfully submit the following information in support of an Economy Act D&F memo for the Interagency Agreement with the Environmental Protection Agency (EPA) supporting the provision of Administrative Law Judge services to NOAA.

Need for services: In a May 17, 2011 Secretarial Decision Memorandum, Secretary of Commerce Gary Locke directed NOAA to terminate its existing ALJ Memorandum of Agreement with the Coast Guard. NOAA requires ALJ services to conduct hearings and render decisions in NOAA Enforcement Cases, typically for enforcement of natural resource regulations under NOAA's jurisdiction. Neither NOAA nor any other Commerce agency possesses ALJ capabilities. NOAA subsequently contacted the Office of Personnel Management (OPM) to secure ALJ services on a temporary basis through its ALJ loan program. Three agencies responded to offer ALJ services: the Department of Interior, and US Postal Service, and EPA.

Why it is in NOAA's best interest to continue to partner with EPA: Candidate agencies ALJ offices were evaluated according to the following criteria, including (1) experience hearing enforcement cases; (2) experience hearing cases involving natural resource issues and complicated regulatory regimes; (3) full support infrastructure including staff attorneys and a docketing center; and (4) experience providing services to outside agencies. Of the three agencies EPA best met these criteria. They have the broadest experience with enforcement cases stemming from complex federal statutes involving natural resource issues, including the Clean Water Act (CWA), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), and the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA). All EPA ALJs are certified by OPM and appointed in accordance with 5 U.S.C. §3105. EPA has a full-service infrastructure including a docketing center, staff attorneys, and administrative personnel. They currently provide ALJ services to the United States Patent and Trademark Office, the Department of Agriculture, and the Department of Housing and Urban Development, among others. Last, EPA has capabilities and expertise to provide ALJ services to NOAA which are not

available within NOAA or the Department of Commerce. NOAA entered into a one-year agreement with EPA in September 2011. That agreement, as amended, expires on September 30, 2013.

Why services cannot be obtained by contracting directly with a private source: The provision of ALJ services is an inherently governmental function that cannot be contracted to a private sector organization (ref. Administrative Procedure Act, 5 U.S.C. §§ 551-559).

I hope that the information provided in this memo is sufficient to support a D&F memo under the Economy act to support the Interagency Agreement with EPA for ALJ Services.

See Instructions - Reverse

U.S. DEPARTMENT OF COMMERCE

PROCUREMENT REQUEST

Requisitioner fills in only unshaded blocks

1. INVOICE ADDRESS

U.S. Department of Commerce/NOAA
Corporate Financial Management Division
14th and Constitution Ave, NW
Room D200
Washington, DC 20230

A. REQUISITION NUMBER: NACFO-BUD-14-001

B. READY REQUISITION DATE:

2 RECEIVING OFFICE NO.	3 REFERENCE CONTRACT NUMBER	4 ORDER DATE	5 SOURCE	6 PURCHASE DELIVERY ORDER NUMBER	7 SUB.	C. SF-281

D. CHECK ONE: PURCHASE ORDER / DELIVERY ORDER / IMPREST FUND / CONTRACT / OTHER

8. TO: (Seller)

Environmental Protection Agency
1200 Pennsylvania Avenue, NW
Mail Code 1900L
Washington, DC 20005

9. SHIP TO: (Use Bldg/Room No.-see Reverse for Format)

U.S. Department of Commerce/NOAA
Corporate Financial Management Division
14th and Constitution Ave, NW
Room D200
Washington, DC 20230

10. 1099 TAX

11. EMPLOYER IDENTIFICATION NUMBER (EIN)

E. REQUISITIONER CONTACT PERSON: Daniel Bess

TELEPHONE NO. (202) 482-3938

12 LINE ITEM	13 ACT. CODE	14 DESCRIPTION (Double Space Between Items)	15 BUDGET OBJECT	16 ACC. LINE	17 QUANTITY	18 UNIT ISSUE	19 UNIT PRICE (If Known)	20 ESTIMATED AMOUNT
01		FY14 Administrative Law Judge Services	2535	01	1		250,000.00	250,000.00
		Period of Performance: Oct 1, 2013 - Sep 30, 2014						0.00
		For Obligational Purposes Only						0.00
		DO NOT SEND TO SUPPLIER						0.00

21. F.O.B. POINT	22. DISCOUNT TERMS	23. PROMPT PAYMENT	Sub-Total (This Page)	24. 250,000.00
F. REQUEST DELIVERY BY: 25. DELIVERY DATE:	26. SHIP VIA	27. ESTIMATED FREIGHT	TOTAL	28. 250,000.00

I certify that funds are available and that the above items are necessary for use in the public service.

G. TITLE OF REQUEST AUTHORIZING OFFICIAL: Daniel Bess, Chief, CFMD — TELEPHONE: (202) 482-3938

SIGNATURE — DATE: 8-13-13

TITLE OF REQUESTER: Patricia Murray, CFMD — TELEPHONE: (202) 482-2146

SIGNATURE — DATE: 8-13-13

29 ACC. LINE	30 BUREAU CODE	31. ACCOUNTING CLASSIFICATION	32 DISTRIBUTION	33 AMOUNT
01	14	12 14 2XLAFF2 PG0 1006 01-02-0000-00-00-00-00		250,000.00

H. CLEARANCES AND REMARKS

See Instructions – Reverse

U.S. DEPARTMENT OF COMMERCE

PROCUREMENT REQUEST

Requisitioner fills in only unshaded blocks

1. INVOICE ADDRESS

U.S. Department of Commerce/NOAA
Corporate Financial Management Division
14th and Constitution Ave, NW
Room D200
Washington, DC 20230

A. REQUISITION NUMBER: NACFO-BUD-14-001

B. READY REQUISITION DATE:

2 RECEIVING OFFICE NO.	3 REFERENCE CONTRACT NUMBER	4 ORDER DATE	5 SOURCE	6 PURCHASE DELIVERY ORDER NUMBER	7 SUB.	C. SF-281

D. CHECK ONE: PURCHASE ORDER / DELIVERY ORDER / IMPREST FUND / CONTRACT / OTHER

8. TO:(Seller)

Environmental Protection Agency
1200 Pennsylvania Avenue, NW
Mail Code 1900L
Washington, DC 20005

9. SHIP TO: (Use Bldg/Room No.-see Reverse for Format)

U.S. Department of Commerce/NOAA
Corporate Financial Management Division
14th and Constitution Ave, NW
Room D200
Washington, DC 20230

10. 1099 TAX

11. EMPLOYER IDENTIFICATION NUMBER (EIN)

E. REQUISITIONER CONTACT PERSON: Daniel Bess

TELEPHONE NO. (202) 482-3938

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01		FY14 Administrative Law Judge Services	2535	01	1		250,000.00	250,000.00
		Period of Performance: Oct 1, 2013 - Sep 30, 2014						0.00
		For Obligational Purposes Only						0.00
		DO NOT SEND TO SUPPLIER						0.00

21. F.O.B. POINT

22. DISCOUNT TERMS

23. PROMPT PAYMENT

Sub-Total *(This Page)* 24. 250,000.00

F. REQUEST DELIVERY BY:

25. DELIVERY DATE:

26. SHIP VIA

27. ESTIMATED FREIGHT

TOTAL 28. 250,000.00

I certify that funds are available and that the above items are necessary for use in the public service.

G. TITLE OF REQUEST AUTHORIZING OFFICIAL: Daniel Bess, Chief, CFMD

TELEPHONE: (202) 482-3938

SIGNATURE

DATE: 8-13-13

TITLE OF REQUESTER: Patricia Murray, CFMD

TELEPHONE: (202) 482-2146

SIGNATURE

DATE: 8-13-13

H. CLEARANCES AND REMARKS

29 ACC. LINE	30 BUREAU CODE	31. ACCOUNTING CLASSIFICATION	32 DISTRIBUTION	33 AMOUNT
01	14	12 14 2XLAFF2 PG0 1006 01-02-0000-00-00-00-00		250,000.00

(Distribution--Original and one copy to Procurement)

NOT A PURCHASE ORDER