



governmentattic.org

"Rummaging in the government's attic"

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

The governmentattic.org web site ("the site") is noncommercial and free to the public. The site and materials made available on the site, such as this file, are for reference only. The governmentattic.org web site and its principals have made every effort to make this information as complete and as accurate as possible, however, there may be mistakes and omissions, both typographical and in content. The governmentattic.org web site and its principals shall have neither liability nor responsibility to any person or entity with respect to any loss or damage caused, or alleged to have been caused, directly or indirectly, by the information provided on the governmentattic.org web site or in this file. The public records published on the site were obtained from government agencies using proper legal channels. Each document is identified as to the source. Any concerns about the contents of the site should be directed to the agency originating the document in question. GovernmentAttic.org is not responsible for the contents of documents published on the website.



DENALI COMMISSION

May 3, 2016

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.

A handwritten signature in black ink, appearing to read "John Whittington", is written over the typed name.

John Whittington
Denali Commission
General Counsel

DENALI COMMISSION

510 L Street, Suite 410, Anchorage, AK 99501, Tel 907.271.1414, Fax 907.271.1415
Toll Free 888.480.4321 www.denali.gov

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. AUTHORITY

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.¹ 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

¹ 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: Todd N. Zinser
Todd Zinser, Inspector General

Date: 5-23-14

The Denali Commission

By: Joel Neimeyer
Joel Neimeyer, Federal Co-Chair

Date: 5-28-14

Economy Act Determination and Findings

MOU Number _____

Agreement Title *DOC / Denali Commission*

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
Financial Officer

Date *5/22/14*

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

IAA Number 14-BAMD-0017 - 0000 -
 GT&C # _____ Order # Amendment/Mod # _____

DEPARTMENT AND/OR AGENCY		
1.	Requesting Agency of Products/Services	Servicing Agency Providing Products/Services
	Name <u>The Denali Commission</u>	<u>Office of the Inspector General (OIG) Department of Commerce (DOC)</u>
	Address <u>510 L Street, Suite 410 Anchorage, AK 99501</u>	<u>1401 Constitution Ave., NW, Room 7099 Washington, DC 20230</u>
2. Servicing Agency Agreement Tracking Number (Optional) _____		
3. Assisted Acquisition Agreement Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
4. GT&C Action (Check action being taken)		
<input checked="" type="checkbox"/> New		
<input type="checkbox"/> Amendment – Complete only the GT&C blocks being changed and explain the changes being made.		
<input type="checkbox"/> Cancellation – Provide a brief explanation for the IAA cancellation and complete the effective End Date.		
5. Agreement Period Start Date _____ End Date <u>09-30-2014</u> of IAA or effective cancellation date <small>MM-DD-YYYY MM-DD-YYYY</small>		
6. Recurring Agreement (Check One) A Recurring Agreement will continue, unless a notice to discontinue is received.		
Yes <input type="checkbox"/> If Yes, is this an: Annual Renewal <input type="checkbox"/>		
Other Renewal <input type="checkbox"/> State the other renewal period: _____		
No <input checked="" type="checkbox"/>		
7. Agreement Type (Check One) <input checked="" type="checkbox"/> Single Order IAA <input type="checkbox"/> Multiple Order IAA		
8. Are Advance Payments Allowed for this IAA (Check One) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If Yes is checked, enter Requesting Agency's Statutory Authority Title and Citation		
Note: Specific advance 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 14-BAMD-0017 - 0000 - _____
 GT&C # Order # Amendment/Mod #

9. Estimated Agreement Amount (The Servicing Agency completes all information for the estimated agreement amount.) (Optional for Assisted Acquisitions)							
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:70%;">Direct Cost _____</td> <td style="text-align: right;">\$240,000.00</td> </tr> <tr> <td>Overhead Fees & Charges _____</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Total Estimated Amount _____</td> <td style="text-align: right;">\$240,000.00</td> </tr> </table>	Direct Cost _____	\$240,000.00	Overhead Fees & Charges _____	\$0.00	Total Estimated Amount _____	\$240,000.00	Provide a general explanation of the Overhead Fees & Charges
Direct Cost _____	\$240,000.00						
Overhead Fees & Charges _____	\$0.00						
Total Estimated Amount _____	\$240,000.00						
10. STATUTORY AUTHORITY							
a. Requesting Agency's Authority (Check One)							
Franchise Fund	Revolving Fund	Working Capital Fund	Economy Act (31 U.S.C. 1535/FAR 17.5)	Other Authority			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Fill in Statutory Authority Title and Citation for Franchise Fund, Revolving Fund, Working Capital Fund, or Other Authority							
b. Servicing Agency's Authority (Check One)							
Franchise Fund	Revolving Fund	Working Capital Fund	Economy Act (31 U.S.C. 1535/FAR 17.5)	Other Authority			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Fill in Statutory Authority Title and Citation for Franchise Fund, Revolving Fund, Working Capital Fund, or Other Authority							
11. Requesting Agency's Scope (State and/or list attachments that support Requesting Agency's Scope.) See attached MOU Section 3. Scope of Work. Oversight Services for the Denali Commission.							
12. Roles & Responsibilities for the Requesting Agency and Servicing Agency (State and/or list attachments for the roles and responsibilities for the Requesting Agency and the Servicing Agency.) See attached MOU Section 6. Costs.							

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

IAA Number 14-BAMD-0017 - 0000 -
GT&C # 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 IAA 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.)

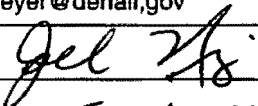
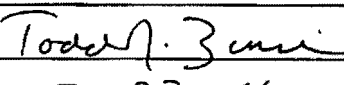
N/A

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

N/A

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

IAA Number 14-BAMD-0017 - 0000 -
 GT&C # _____ Order # Amendment/Mod # _____

<p>20. Servicing Agency Clause(s) (Optional) (State and/or attach any additional Servicing Agency clauses.) See Attachment B (Payment Terms and Conditions)</p>		
<p>21. Additional Requesting Agency and/or Servicing Agency Attachments (Optional) (State and/or attach any additional Requesting Agency and/or Servicing Agency attachments.) N/A</p>		
<p>22. Annual Review of IAA</p> <p>By signing this agreement, the parties agree to annually review the IAA if the agreement period exceeds one year. Appropriate changes will be made by amendment to the GT&C and/or modification to any affected Order(s).</p>		
<p>AGENCY OFFICIAL</p> <p>The Agency Official is the highest level accepting authority or official as designated by the Requesting Agency and Servicing Agency to sign this agreement. Each Agency Official must ensure that the general terms and conditions are properly defined, including the stated statutory authorities, and, that the scope of work can be fulfilled per the agreement.</p> <p>The Agreement Period Start Date (Block 5) must be the same as or later than the signature dates.</p> <p>Actual work for this IAA may NOT begin until an Order has been signed by the appropriate individuals, as stated in the Instructions for Blocks 37 and 38.</p>		
23.	Requesting Agency	Servicing Agency
Name	Joel Neimeyer	Todd Zinser
Title	Federal Co-Chair	Inspector General
Telephone Number(s)	(907) 271-1414	(202) 482-4661
Fax Number		
Email Address	jneimeyer@denali.gov	TZinser@oig.doc.gov
SIGNATURE		
Approval Date	5-28-14	5-23-14

IAA Order

IAA Number 14-BAMD-0017 - GT&C # - Order # Amendment/Mod # Servicing Agency's Agreement Tracking Number (Optional) _____

28. Order Line/Funding Information										Line Number _____								
Requesting Agency Funding Information										Servicing Agency Funding Information								
ALC		<u>9567000</u>								13-06-0001								
Component TAS Required by 10/1/2014	SP	ATA	AID	BPOA	EPOA	A	MAIN	SUB	SP	ATA	AID	BPOA	E POA	A	MAIN	SUB		
									064	013	2014	2014			0126	000		
OR Current TAS format		<u>513 X 1200</u>																
BETC		DISB								COLL								
Object Class Code (Optional)		<u>253001</u>								2595								
BPN		<u>029585416</u>								043903322								
BPN + 4 (Optional)																		
Additional Accounting Classification/Information (Optional)										14 RE1101 -189-01-00-0000-00-00-00-00-2595 \$240,000								
Requesting Agency Funding Expiration Date <u>09-30-2014</u> MM-DD-YYYY										Requesting Agency Funding Cancellation Date <u>09-30-2014</u> MM-DD-YYYY								
Project Number & Title																		
Description of Products and/or Services, including the Bona Fide Need for this Order (State or attach a description of products/services, including the bona fide need for this Order.) See attached MOU, Section 3 and 6, Scope of Work and Costs.																		
North American Industry Classification System (NAICS) Number (Optional) _____																		
Breakdown of Reimbursable Line Costs									OR Breakdown of Assisted Acquisition Line Cost:									
Unit of Measure								Contract Cost		\$								
Quantity		Unit Price		Total				Servicing Fees		\$								
1		\$240,000.00		\$ 240,000.00				Total Obligated Cost		\$ 0.00								
Overhead Fees & Charges		\$						Advance for Line (-)		\$								
Total Line Amount Obligated		\$ 240,000.00						Net Total Cost		\$ 0.00								
Advance Line Amount (-)		\$						Assisted Acquisition Servicing Fees Explanation										
Net Line Amount Due		\$ 240,000.00																
Type of Service Requirements																		
<input checked="" type="checkbox"/> Severable Service <input type="checkbox"/> Non-severable Service <input type="checkbox"/> Not Applicable																		

GENERAL MEMORANDUM OF UNDERSTANDING
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. SCOPE OF WORK

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 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 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. 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, 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.¹ 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

¹ 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:

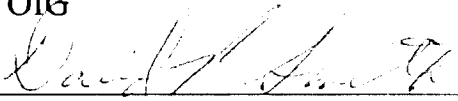
Joel Neimeyer
Federal Co-Chair
Denali Commission
510 L Street, Suite 410
Anchorage, AK 99501
jneimeyer@denali.gov
(907) 271-1414

10. PRIVACY

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

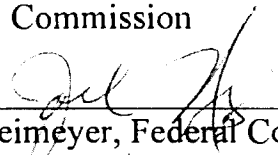
IN WITNESS WHEREOF, the parties have executed this General MOU as of the dates indicated below:

DOC OIG

By: 
Dave Smith, Acting Inspector General

Date: 8/17/15

The Denali Commission

By: 
Joel Neimeyer, Federal Co-Chair

Date: 8/17/15

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

**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. Costs

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. Resolution of Disagreements

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. Privacy

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 M. Zinser
Todd Zinser, Inspector General

Date: 10-1-14

The Denali Commission

By: Joel Neimeyer
Joel Neimeyer, Federal Co-Chair

Date: 10/10/14