					PAGE OF							
I	INTERAGENCY AGREEMENT	G00022				1 20						
2. ORDER NO.			QUISITION NO. 0573972				4. SOLICITATION NO.					
5. EFFECTIVE D See Blo		I		7. PERI	OD OF PERFORM	ANCE						
8. SERVICING A				9. DELI								
	E, UNITED STATES DEPARTMENT		_	-		Sciences Div	rision					
ALC: 13							oad, VAM-OEP					
	56140209 +4:				rling VA	2016	6-9216					
	ENTURY BLVD OWN MD 20874-1178			US								
GENMANI	OWIN MD 20074-1170											
POC	Lisa Livramento											
TELEPHONE N	NO. 240-533-0151											
10. REQUESTIN				11. INV	DICE OFFICE							
BOEM -	-			BOEI	M Finance	e Off	ice					
ALC: 14	190001 61559646 +4:			456)0 Woodla	and R	oad, VAE-FD					
	61559646 +4: Toodland Road, VAE-AMD				rling VA							
	g VA 20166				5							
POC	Christy Tardiff											
	0. 703-787-1367											
12. ISSUING OF				13. LEGISLATIVE AUTHORITY								
BOEM-HC				See text section								
	voodland Road, VAE-AMD											
	ng VA 20166-9216											
Steriin	IG VA 20106-9216			44.000								
				14. PR0	DJECT ID							
				15. PROJECT TITLE								
16. ACCOUNTIN	NG DATA											
17. ITEM NO.	18. SUPPLIES/SERV	/ICES			19. QUANTITY	20. UNIT	21. UNIT PRICE		22. IOUNT			
	PC-22-06 Social Values, Pe	rcepti	lons, and									
	Likelihood of Social Action	n in H	Potential Wi	nd								
	Energy Areas in the Pacific	c Oute	er Continent	al								
	Shelf Region											
	This Interagency Agreement	is ia	ssued on het	nalf (f							
	the Bureau of Ocean Energy											
	the Bureau of Safety and En			-,y								
	Enforcement (BSEE).		Interical									
	Enforcement (BSEE).											
	Funds in the amount of \$39	9 , 500.	.00 are here	eby								
	obligated.											
	Continued											
23. PAYMENT P	 ROVISIONS				4. TOTAL AMOUN							
					\$399,500	.00						
25a. SIGNATUR	E OF GOVERNMENT REPRESENTATIVE (SERVICING)			26a. SIGN	ATURE OF GOVE	RNMENT F	REPRESENTATIVE (REQUES	TING)				
25b. NAME AND	DTITLE		25c. DATE	26b. CON	TRACTING OFFIC	ER			26c. DATE			
	Steven Thur, Ph.D., NCCOS Director			Chri	sty Tard	iff						
			1						1			

IAA NO		ORDER NO		PAGE O	F
M22PGC	00022			2	20
	Legacy Doc #: MMS Account Assignm: K G/L Accoun Business Area: M000 Commitmen Center: MMGG200000 Functional MD1EVES00.LBE000 Fund: 22XM19 MMGG200000 Project/WBS: MX.EN 01	t Item: 253H00 Cost Area: 17XD Fund Center:			
00010	Full Funding				399,500.00
	The total amount of award: \$3 obligation for this award is				

CONTINUATION PAGES FOR INTERAGENCY AGREEMENT NUMBER M22PG00022 BETWEEN U.S. DEPARTMENT OF THE INTERIOR BUREAU OF OCEAN ENERGY MANAGEMENT (BOEM) AND U.S. DEPARTMENT OF COMMERCE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION (NOAA) NATIONAL OCEAN SERVICE (NOS) NATIONAL CENTERS FOR COASTAL OCEAN SCIENCE (NCCOS)

For the Study

"Social Values, Perceptions, and Likelihood of Social Action in Potential Wind Energy Areas in the Pacific Outer Continental Shelf Region"

Table of Contents						
Section	Page					
1. Parties and Purpose	4					
2. Authority	4					
3. Authority Findings	4					
4. Duration of Agreement	5					
5. Statement of Work	5					
6. Deliverables	9					
7. Deliverables Schedule and Distribution	11					
8. Acknowledgements	14					
9. Rehabilitation Act of 1973	14					
10. Government Use of Data	15					
11. Responsibilities of the Parties	15					
12. Budget and Funding Limitations	15					
13. Accounting Data and Transfer of Funds	16					
14. Modifications and Interpretations	17					
15. Termination and Cancellation Clause	17					
16. Resolution of Disagreements	18					
17. Contacts	18					

1. PARTIES AND PURPOSE

This Interagency Agreement (IA) establishes an agreement between the U.S. Department of the Interior, Bureau of Ocean Energy Management (BOEM), and the U.S. Department of Commerce, National Oceanic and Atmospheric Administration (NOAA), National Ocean Service (NOS), National Centers for Coastal Ocean Science (NCCOS) through which NOAA will provide scientific technical services to BOEM in support of a quantitative assessment of social values, perceptions, and likelihood of social action in the potential wind energy areas in the Pacific Outer Continental Shelf Region.

2. <u>AUTHORITY</u>

The legal authority for BOEM and NOAA to enter into this agreement is the Outer Continental Shelf Lands Act (OCSLA), 43 U.S.C. § 1346(f), which provides the Secretary of the Interior with authority to "enter into appropriate arrangements to utilize on a reimbursable basis the capabilities of the Department of Commerce. In carrying out such arrangements, the Secretary of Commerce is authorized to enter into contracts or grants with any person, organization, or entity with funds appropriated to the Secretary of the Interior pursuant to [OCSLA]."

The programmatic authority for BOEM to enter into this agreement is the Outer Continental Shelf Lands Act, 43 U.S.C. § 1346, which provides the Secretary of the Interior with authority to " conduct a study of any area or region included in any oil and gas lease sale or other lease in order to establish information needed for assessment and management of environmental impacts on the human, marine, and coastal environments of the Outer Continental Shelf; conduct such additional studies to establish environmental information as he deems necessary and shall monitor the human, marine, and coastal environments of such area or region in a manner designed to provide time-series and data trend information..."

The programmatic authority for NOAA to enter into this agreement is the Integrated Coastal and Ocean Observation System Act, 33 U.S.C. §§ 3601 et seq., which establishes a national integrated system of ocean, coastal, and Great Lakes observing systems to address regional and national needs for ocean information; to gather specific data on key coastal, ocean, and Great Lakes variables; and to ensure timely and sustained dissemination and availability of these data to support national defense, search and rescue operations, marine commerce, navigation safety, weather, climate, and marine forecasting, energy siting and production, economic development, ecosystem-based marine, coastal, and Great Lakes resource management, public safety, and public outreach and education.

3. AUTHORITY FINDINGS

Entering into this Interagency Agreement is consistent with the authorities cited above. BOEM warrants that funding is available, that this agreement is in the best interest of the U.S. Government, and that the services requested cannot be obtained as conveniently or economically by contracting directly with a private source. NOAA warrants that it can provide the ordered goods or services.

4. DURATION OF AGREEMENT

This agreement will become effective when signed by the Parties. The period of performance begins upon signing of both Parties and will extend for 39 months. The termination date may be amended at any time by mutual written consent of the Parties.

5. STATEMENT OF WORK

BACKGROUND

With the passage of the Energy Policy Act of 2005, BOEM acquired responsibilities for renewable energy activities on the Outer Continental Shelf (OCS), including wind power development. Under its renewable energy regulatory authority at 30 CFR 585, BOEM is preparing to issue various leases and grants for renewable energy activities offshore the Pacific coast.

The typical process for identifying potential Call Areas focuses primarily on understanding wind energy potential, technical feasibility, and potential impacts to wildlife, habitats, and existing ocean uses. While visual simulations are sometimes incorporated to explore potential effects on the human environment, other potential concerns of coastal communities, including vulnerable populations, are often inadequately addressed. Outside of official public engagement forums, specific preferences relating to offshore wind energy development remain relatively unknown for members of the general public and other groups who may not perceive themselves as stakeholders. Failure to gain these perspectives regarding potential benefits or impacts of offshore wind energy development is problematic, particularly when relevant stakeholders emerge late to the planning process for local projects.

A study, "Resident Perceptions of Local Offshore Wind Energy Development: Support Level and Intended Action in Coastal North and South Carolina", was completed in May 2019 by the NOAA National Centers for Coastal Ocean Science to determine an approach for understanding what is important to communities, broadly, and how differing values and perceptions within communities influence support for offshore wind energy development in areas targeted for these projects (Gonyo et al. 2021; Goedeke et al. 2019). The results of that BOEM-funded study showed that those who attend BOEM stakeholder engagement efforts are likely not representative of the population as a whole. Findings from the proposed research would help BOEM identify different stakeholder groups and how to engage with them. Therefore, the proposed work would be complementary to BOEM's existing stakeholder engagement processes and not duplicative. It is especially important to get buy-in from these local communities to avoid potential conflicts that may complicate and delay projects. Therefore, spatially explicit data on the social values people hold for coastal and marine resources and habitats, as well as the perceptions and opinions they have about them, needs to be collected to inform the planning process for offshore wind energy leasing in federal waters in the Pacific.

To meet these needs, BOEM has invited NCCOS to collaborate on quantitative assessment of spatially explicit social values relative to wind energy areas. NCCOS will provide scientific and

technical advice, services, and resources; collect and analyze data; and report findings relative to the tasking and deliverables discussed below.

GOALS AND OBJECTIVES

The present study is proposed for the Outer Continental Shelf area offshore Oregon. It will collect spatially explicit, value orientation data relevant to planned offshore wind energy development. Goal one is to document the relevance and importance of local contextual factors on the possible reception of proposed local offshore wind energy development among residents in affected coastal communities. A second goal is to identify the complex relationships about what drives support/opposition and social action/civic engagement, as well as which communities may be more or less receptive to offshore wind development.

This study leverages and refines foundational research conducted by NOAA NCCOS for BOEM on North Carolina and South Carolina (Spatially Explicit Values_IAM15PG00022). The present study will follow the fundamental research design developed during that foundational work, which was cleared through the OMB PRA process and approved under peer review. Changes may be made for the present study based on lessons learned from past research, current research context, additional peer review, pre-test, budgetary considerations, and new study objectives.

Analytical products for the present study are community profiles, which will consider a variety of factors, including, but not limited to:

- Sociodemographics Identify patterns of sociodemographics, including age, sex, race, economic status, geography, and environmental justice indices which can be found at this link: <u>https://www.epa.gov/ejscreen/environmental-justice-indexes-ejscreen;</u>
- Awareness -- Identify patterns of awareness of offshore wind energy development across the study region;
- Level of Support -- Identify patterns of support and opposition to offshore wind across the study region;
- Perceived Importance-Impact -- Document differential perceptions of impact to quality of life factors, identifying perceived burdens and benefits of offshore wind energy development; and
- Past and Intended Action -- Identify patterns of social action and/or civic engagement related to offshore wind energy development.

Also included are explanatory models to identify complex relationships about what drives level of support and social action/civic engagement.

The proposed study will help BOEM understand the varying importance and value of the seascape in one region targeted for alternative energy projects. The agencies will work together to finalize a research design to achieve the goals and objectives. NCCOS will execute the project and investigations necessary to obtain and analyze data, produce findings, and prepare a draft and final technical report.

SPECIFIC TASK AREAS

Phase 1 Tasks – Develop research design

This phase includes working with BOEM and other partners identified by BOEM for the purposes of preparing a final research design and a clear project plan for accomplishing the work. NCCOS shall:

- 1. Prepare a Project Management Plan (PMP) with a schedule and other applicable project planning elements to organize and manage the execution of the proposed research;
- 2. Participate in a kick-off meeting to be held virtually or in-person at a location to be determined by mutual agreement by BOEM, NCCOS, and any other partners to discuss the PMP and other relevant inaugural topics;
- 3. Lead a conference call to discuss the proposed research design for this study with BOEM;
- 4. Draft and submit to BOEM for review and comment a research plan that includes the study design, sampling strategy, and survey instrument, and that reflects revisions made based on relevant peer review processes;
- 5. Review, address, and incorporate comments from BOEM into a final research plan prior to submission to the Office of Management and Budget with BOEM approval;
- 6. Develop a Statement of Informed Consent that will be included with the survey during administration. This statement shall be consistent with the <u>Code of Ethics</u> published by the American Sociological Association, as well as applicable federal law governing federal research and data management. The Statement of Informed Consent shall include: expectations of anonymity, voluntariness, and confidentiality; expectations regarding access of final datasets; and contact information for questions about the study or participation in it.
- 7. NOAA, in consultation with BOEM, to work with NOAA OCIO, NOAA OCFO, and OMB OIRA on preparation of the Information Collection Request.
- 8. Submit the final research design with the Information Collection Request for review and clearance with the Office of Management and Budget per requirements under the Paperwork Reduction Act of 1995;
- 9. Participate in scheduling, status, and other conference calls and meetings at least quarterly and more often as necessary to prepare for the data collection effort.

Phase 2 Tasks – Data Collection

This phase includes executing the research design for the population(s) and/or geography as agreed upon by BOEM in the final research design. NCCOS shall:

1. Upon final approval by the Office of Management and Budget under the Paperwork Reduction Act of 1995 execute the final research design, including executing the survey effort within the timeline presented herein. 2. Participate in scheduling, status, and other conference calls and meetings at least quarterly and more often as necessary.

Phase 3 Tasks – Report results

This phase includes data analysis and report preparation. A final report of activities conducted will be prepared, including a summary of recommendations for BOEM's decision-making with respect to the study findings. NCCOS shall:

- 1. Process and analyze data collected during the study.
- 2. Prepare a draft report and technical summary discussing methods, results, and recommendations.
- 3. Incorporate comments and edits proposed by BOEM and peer reviewers.
- 4. Prepare a proof report in accordance with BOEM study report formatting guidelines.
- 5. Incorporate comments and edits proposed by BOEM.
- 6. Prepare a final report and technical summary in accordance with BOEM study format guidelines. Study format guidelines are available at http://www.boem.gov/Environmental-Studies-Program-Report-Specifications/
- 7. Upon BOEM review and approval, create a data dissemination hosted on an open source platform, such as the UNC Dataverse produced for the North Carolina study: e.g. https://dataverse.unc.edu/dataverse/Spatially_Explicit_SocialValues_IAM15PG00022
- **8.** Participate in scheduling, status, and other conference calls and meetings at least quarterly and more often as necessary.

	FY:	22			FY	23					F١	/24					FY	(25			FY26
Phase 1: Develop research design																					
Post-award meeting																					
Draft research design																					
BOEM review research design																					
OMB review/clearance																					
Phase 2: Data collection																					
Phase 3: Report results																					
Analyze data																					
Draft report																					
BOEM/peer review/revision																					
Data archival																					

Timeline

DATA MANAGEMENT

Draft and final data shall be delivered to the BOEM COR and ESPR on timelines and following data formats agreed upon during the execution of the project. BOEM reserves the right to review and accept data products prior to their public release. Metadata shall be delivered documenting each dataset and must follow FGDC accepted content standards (ISO 19115) with all required and recommended attribution. Data shall be deposited in open and accessible community repositories and as appropriate submitted to Federal records centers for long-term preservation.

When available and appropriate, open file formats shall be used for data deliverables in lieu of proprietary formats. Data shall be provided free of any restrictions on use or access and come with a Creative Commons license (CC-0 or CC-by). Any deviations from these requirements must be cleared first by the ESP data manager.

PROJECT MANAGEMENT

NOAA shall adhere to a Project Management Plan (PMP) to be submitted to the BOEM Contracting Officer (CO), Contracting Officer's Representative (COR) and the ESPRContact in written format under Deliverable A (below) for monitoring all aspects of the IA requirements. The PMP is to be delivered within 14 business days of the post-award meeting, along with the meeting summary. BOEM will have 14 business days to review and provide feedback. NOAA will send a final PMP to BOEM 7 business days after BOEM feedback has been received. Any agreed to changes that might affect the IA are subject to approval in writing by the BOEM CO. The PMP will guide execution of all aspects of the project.

6. <u>DELIVERABLES</u>

In the event that NOAA encounters or anticipates difficulty in meeting the deliverable schedule, the BOEM COR will be notified in writing of the reasons for the delay and the projected revised delivery dates. Any other related effects of project delay also will be summarized.

A. POST-AWARD MEETING SUMMARY AND PROJECT MANAGEMENT PLAN

NOAA shall hold a Post Award meeting with BOEM either virtually or in person in a location to be determined by mutual agreement by BOEM, NCCOS, and any other partners as soon as possible following the IA finalization. The draft Project Management Plan (PMP) shall be delivered 7 business days prior to the meeting. At the Post Award meeting, NOAA's draft Project Management Plan (PMP) shall be reviewed and remaining technical or managerial issues shall be resolved. NOAA shall prepare a summary of the discussion and present it with the PMP to BOEM within 14 business days of the post-award meeting. Any agreed to changes that might affect the award are subject to approval in writing by the BOEM CO and COR.

B. RESEARCH DESIGN

NOAA shall submit a complete draft research design to BOEM within 120 business days of IA finalization. BOEM will have 15 business days from the date of receiving a complete research design draft to review it and inform NCCOS via email of any required changes, corrections, or additions. The research design must include detailed methods, present hypotheses to be tested, and discuss predicted outcomes and proposed application of the research to BOEM's Pacific Regional Office.

NOAA shall submit a complete final research design to BOEM, incorporating any BOEM edits or changes within 20 business days of clearance under the Paperwork Reduction Act of 1995. After a pretest of the survey, any changes to the research design will be submitted to the Office

Management and Budget. The research design will be considered final upon approval of a Request for Modification by the Office of Management and Budget or, in the case of no revisions after pretest, if no modifications to the research study design are deemed necessary.

C. QUARTERLY PROGRESS LETTERS AND TELECONFERENCES

NCCOS shall schedule quarterly teleconference calls with BOEM's Project Officer at a mutually agreeable time. NOAA shall submit monthly progress reports via email. The letters must include, at a minimum: A summary of all work performed during the quarter; an explanation of overall progress made against the work schedule; a summary of any significant technical, budgetary, or problems encountered during the report period, including an assessment of their probable effects on meeting contract provisions, and upcoming tasks/milestones/deliverables. The reports should be submitted at least 5 business days prior to the scheduled quarterly teleconference calls to review and discuss the same.

D. DRAFT REPORT AND DRAFT TECHNICAL SUMMARY

A complete draft of the report and technical summary must be submitted together within 24 months of receiving the final approval of the research design by the Office of Management and Budget. The draft report and/or technical summary should contain a map of the study area that uses the same geographic reference as the polygon feature of the study footprint and that is documented using the study footprint metadata. The study footprint should also be provided as part of the draft final report. If the draft report or draft technical summary prepared by NOAA requires many changes, corrections, or additions or does not conform to publication style, it may be deemed unacceptable and returned to NOAA for correction and re-submittal, still as draft. Otherwise, BOEM will have 20 business days from the date of receiving an acceptable draft to review it and inform NOAA via email of any required changes, corrections, or additions. In any instance where the NOAA Project Manager disagrees with the suggested changes, NOAA must email an explanation to the BOEM COR explaining the reason and propose alternative solutions, e.g., language, omission of text, etc; otherwise NOAA shall incorporate the suggested changes in the final report. The draft report, with accompanying documentation and data, will be reviewed for completeness by the COR and a letter of acceptance will be emailed to NOAA.

E. FINAL REPORT AND TECHNICAL SUMMARY

Within 20 business days of BOEM receipt of the final report and technical summary, which will be submitted together, BOEM will review the final report with accompanying documentation for completeness. The final report and/or technical summary should contain a map of the study area that uses the same geographic reference as the polygon feature of the study footprint and that is documented using the study footprint metadata. The study footprint should also be provided as part of the final report. BOEM will have 20 business days from the date of receiving an acceptable final report and technical summary to review it and inform NOAA via email any required changes, corrections, or additions. Otherwise, a letter of acceptance will be emailed to NOAA. At the point at which NOAA receives a letter of acceptance of the final report, NOAA will submit to BOEM raw and processed video footage, photographic stills, data, and any other

records or logs associated with the project in an electronic format mutually agreeable to the parties.

F. ESPIS DATA DELIVERABLES

- **Study Footprint:** The geographic information that enables the referencing of the study using a GIS, following the study footprint specifications.
- **Study Footprint Metadata:** The scientific attribution information required to enhance discoverability of the study in the ESPIS system and third-party sites (such as data.gov), following the study footprint metadata specifications.
- **Study Map:** The study area map embedded in the Final Report and Technical Summary that depicts the study footprint and that is cited in the study footprint metadata.
- Federal Geographic Data Committee (FGDC) Compliant Metadata for Each Scientific Dataset: The scientific, technical, and administrative information for each coherent unit of scientific data, including the physical medium, file information, volume, and access URL, when applicable.
- **Copy of Related Publications:** The manuscripts of scholarly publications and conference presentations for research funded by this [contract/ agreement] for free and unlimited use by BOEM staff, which may take the form of a full-text, final, pre-publication copy of the related publication in cases that the publisher enforces pay for access or copyright restrictions.
- **Bibliographic Information for Related Publications:** The information on each related publication needed for formatting CSE [Council of Science Editors] bibliographies using the name-date system.

7. DELIVERABLES SCHEDULE AND DISTRIBUTION

Deliverable	Distribution	Due Date
A. Post Award Meeting Summary and Project Management Plan (via email in PDF)	Chief, DES: one (1) electronic copy of transmittal letter COR: one (1) electronic copy ESP Rep: one (1) copy CO: one (1) electronic copy Pacific Region contact: one (1) electronic copy	Fourteen (14) business days after Post Award meeting.

Deliverable	Distribution	Due Date
B. Draft Research Design (via email in Word)	Chief, DES: one (1) electronic copy of transmittal letter COR: one (1) electronic copy ESP Rep: one (1) electronic copy CO: one (1) electronic copy Pacific Region contact: one electronic (1) copy	Within 120 business days of IA award.
B. Final Research Design (via email in Word)	Chief, DES: one (1) electronic copy of transmittal letter COR: one (1) electronic copy ESP Rep: one (1) electronic copy CO: one (1) electronic copy Pacific Region contact: one electronic (1) copy	Within thirty (30) business days after approval by the Office of Management and Budget.
C. Quarterly Progress Letters (via email in PDF) and teleconference calls	Chief, DES: one (1) electronic copy of transmittal letter COR: one (1) electronic copy CO: one (1) electronic copy of transmittal letter only ESP Rep: one (1) electronic copy Pacific Region contact: one (1) electronic copy	First letter due three (3) months after IA award and every three (3) months by the 1 st of the month.
D. Draft Final Report and Draft Technical Summary	Chief, DES: one (1) electronic copy of transmittal letter COR: one (1) electronic copy CO: one (1) electronic copy of transmittal letter only ESP Rep: one (1) electronic copy Pacific Region contact: one (1) electronic copy	Within twenty-four (24) months of receiving the final approval of the research design by the Office of Management and Budget

Deliverable	Distribution	Due Date
E. Final Report, Final Technical Summary	Chief, DES: one (1) electronic and one (1) paper copy COR: one (1) electronic copy CO: one (1) copy of transmittal letter only ESP Rep: one (1) electronic copy & two (2) paper copies Pacific Region contact: one (1) copy	Within twenty (20) business days of NCCOS receipt of draft report section comments from BOEM.
F. ESPIS Data Deliverables	Chief, DES: one (1) electronic and one (1) paper copy COR: one (1) electronic copy CO: one (1) electronic copy of transmittal letter only ESP Rep: one (1) electronic copy & two (2) paper copy Pacific Region contact: one (1) electronic copy	Within twenty (20) business days of NCCOS receipt of draft report section comments from BOEM.

ADDRESSES FOR DELIVERABLES

Contracting Officer's Representative (COR)	Contracting Officer (CO)
Kimberly Marshall McLean	Christy C. Tardiff
U.S. Department of the Interior	U.S. Department of the Interior
Bureau of Ocean Energy Management	Bureau of Safety and Environmental
Office of Environmental Programs	Enforcement
Division of Environmental Assessment	Acquisition Management Division
45600 Woodland Rd	45600 Woodland Rd, VAE-AMD
Sterling, VA 20166	Sterling, VA 20166
Email: kimberly.marshallmclean@boem.gov	Email: christy.tardiff@bsee.gov
Phone: (571) 888-2170	Phone: (703) 787-1367

BOEM Pacific Region Contact	Environmental Studies Program (ESP)
Sara Guiltinan	Representative
Bureau of Ocean Energy Management	Kristen Strellec
Pacific Regional Office	U.S. Department of the Interior
Mail Stop CM 102	Bureau of Ocean Energy Management
760 Paseo Camarillo, Suite 102	Office of Environmental Programs
Camarillo, CA 93010	Division of Environmental Sciences
Email: <u>sara.guiltinan@boem.gov</u>	45600 Woodland Rd
Phone: (805) 233-5020	Sterling, VA 20166
	Email: kristen.strellec@boem.gov
	Phone: (703) 787-1625
Chief, Division of Environmental Sciences	(DES)
c/o ESP Specialist	
U.S. Department of the Interior	
Bureau of Ocean Energy Management	

Bureau of Ocean Energy Management Office of Environmental Programs Division of Environmental Sciences 45600 Woodland Rd, VAM-OEP Sterling, VA 20166 Email: <u>EnvironmentalStudiesProgram2@boem.gov</u>

8. <u>ACKNOWLEDGEMENTS</u>

All reports, scientific papers, and other presentations resulting from this IA will acknowledge the BOEM as a sponsor of this study on the title page of the report and the funding page of a presentation by using the following statement: "This study was funded in part by the U.S. Department of the Interior, Bureau of Ocean Energy Management through Interagency Agreement No. M22PG00022 with the U.S. Department of Commerce, National Oceanic and Atmospheric Administration."

Prior to release for publication of any news articles prepared from this study, relevant drafts and photos will be supplied to the BOEM COR with sufficient time for reviews, incorporation of comments in subsequent drafts, and for coordination to take place between the appropriate agency Public Affairs Officers. All news releases resulting from or related to this study shall include acknowledgment of the BOEM role in the study.

Nothing contained in this IA shall abrogate the statutory responsibility or authority of either BOEM or NOAA.

9. <u>REHABILITATION ACT OF 1973</u>

Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) requires access to and use of information by individuals with disabilities. A deliverable for electronic data such as CD-ROMs to be distributed, or web-based intranet and internet information and applications are subject to

Section 508 guidelines. Simplified, this means that electronic files need to be formatted so that they are "readable" by assistive technology devices such as screen readers. More information can be found at <u>https://www.section508.gov</u>.

10. GOVERNMENT USE OF DATA

NOAA shall ensure that the U.S. Government has unlimited rights in all data included in the deliverables submitted under this IA. "Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

NOAA shall ensure that the appropriate Rights in Data and Copyright clauses (based in Federal Acquisition Regulations 52.227-17, 52.227-18, and 52.227-19) are included in all contracts awarded pursuant to this IA (if applicable) in order to ensure the Government reserves unlimited rights to the data.

In the event that software licenses are purchased pursuant to this agreement, NOAA shall ensure that the licenses are transferable to BOEM or that BOEM has rights to use the specific software.

11. <u>RESPONSIBILITIES OF THE PARTIES</u>

NOAA shall perform the work and address the information and data requirements in accordance with the requirements of this IA. This IA sets forth the requirements, specifications, conditions, and restrictions which are binding to both Parties. Any discrepancies shall be settled in favor of this document.

NOAA shall furnish all personnel, equipment, materials, supplies and services in performing the work described in this IA, unless otherwise stated herein. BOEM agrees to provide funding to NOAA towards the cost of this program as described in the budget information below.

Scientific Integrity Statement: Scientific integrity is vital to Department of the Interior (DOI) activities under which scientific research, data, summaries, syntheses, interpretations, presentations, and/or publications are developed and used. Failure to uphold the highest degree of scientific integrity will result not only in potentially flawed scientific results, interpretations, and applications but will damage DOI's reputation and ability to uphold the public's trust. All work performed must comply with the DOI Scientific Integrity Policy posted to https://www.doi.gov/scientificintegrity/, or its equivalent as provided by their organization or State law.

12. BUDGET AND FUNDING LIMITATIONS

Notwithstanding any other provision of this Agreement, all activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement may be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

It is estimated that the total overall cost to BOEM for full performance of this effort will be a Not-To-Exceed amount of \$399,500. Funding in the amount of \$399,500 is currently available and allotted to this effort. BOEM shall not be required to reimburse NOAA for cost in excess of the current obligation, nor will NOAA be required to continue performance and incur cost in excess of the amount obligated. NOAA has agreed to provide the project use of its personnel, estimated to be a value of approximately \$100,000 thereby significantly reducing BOEM's expense to complete the work.

Budget Category	FY22	FY23	FY24	FY25	Total		
Contract Services (Data collection)	\$0	\$275,000	\$0	\$0	\$275,000		
Contract Labor (Research Design/Data Analysis/Reporting)	\$44,500	\$6,000	\$5,000	\$15,000	\$70,500		
Senior Social Scientist	In-Kind	In-Kind	In-Kind	In-Kind			
Economist	In-Kind	In-Kind	In-Kind	In-Kind			
Social Scientist	In-Kind	In-Kind	In-Kind	In-Kind			
Social Scientist	\$44,500	\$6,000	\$5,000	\$5,000			
Social Scientist				\$10,000			
Travel (two 1-week, 2-people trips)	\$0	\$5,700	\$0	\$5,700	\$11,400		
Airfare		\$2,500		\$2,500			
Per diem		\$2,500		\$2,500			
Ground transport		\$400		\$400			
Misc		\$300		\$300			
Overhead (10%)	\$4,450	\$28,670	\$500	\$2,070	\$35,690		
AGO fee (2%)	\$890	\$5,620	\$100	\$300	\$6,910		
Total	\$49,840	\$320,990	\$5,600	\$23,070	\$399,500		

13. ACCOUNTING DATA AND TRANSFER OF FUNDS

Requests for reimbursement shall be submitted quarterly or monthly via servicing agency initiated IPAC: Intra-governmental On-Line Payment and Collection (IPAC), at <u>https://www.fiscal.treasury.gov/ipac/</u>. The request shall cite the number of this agreement, appropriation symbol, other accounting identification codes. As appropriate, prior to billing BOEM, the servicing agency shall provide the BOEM Contracting Officer's Representative with information necessary to back-up each IPAC payment being requested. Financial information to be referenced:

BOEM

- 1. Business Event Type Code (BETC): DISNGF
- 2. TAS/Appropriation Code: 014X1917000
- 3. Type of Funds/expiration: No-Year Funds/No Expiration
- 4. Accounting codes: MMGG200000, MD1EVES00.LBE000, 22XM1917XD
- 5. BPN/DUNS: 161559646
- 6. UEI: MKJNNUDTFUG2
- 7. Employer ID (EIN): 541209586
- 8. Agency Location Code: 14-19-0001

<u>NOAA</u>

- 1. Business Event Type Code (BETC): COLL
- 2. BPN/DUNS: 156140209
- 3. UEI: MMXECKN4F4B5
- 4. Agency Location Code: 13-14-0001
- 5. TAS/Appropriation Code: 13X1450
- 6. Employer ID (EIN): 52-0821608

The IA number and title shall be provided on all billing documents. Billing issues shall be directed to:

BOEM Finance Office 45600 Woodland Road, VAE-FD Sterling, VA 20166

Nothing contained in the agreement shall abrogate the statutory responsibility or authority of either BOEM or NOAA.

14. MODIFICATIONS AND INTERPRETATIONS

Changes and/or modifications to this agreement may be made at any time upon mutual written consent of the Parties. Modifications shall cite the Interagency Agreement identification number (M22PG00022) and shall set forth the exact nature of the change and/or modification.

No verbal statements by any person and no written statements by anyone other than a BOEM warranted Contracting Officer shall be interpreted as modifying or otherwise affecting the terms of this agreement.

15. TERMINATION AND CANCELLATION CLAUSE

Either party may terminate this agreement by providing 30 days written notice to the other party. If the requesting agency cancels the order, the servicing agency is authorized to collect costs incurred prior to cancellation of the order plus any termination costs. The total value of the agreement, including termination costs, will not exceed the amount of funding obligated under the agreement.

IA No. M22PG00022 Page 17 of 20

16. <u>RESOLUTION OF DISAGREEMENTS</u>

Should disagreement arise on the interpretation of the provisions of this IA, 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 on interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to their own 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 5, available at <u>https://tfm.fiscal.treasury.gov/</u>.

17. CONTACTS

The following officials are the principal points of contact between the Parties in the performance of this Agreement:

Contracting Officer (CO), On behalf of BOEM

Christy C. Tardiff U.S. Department of the Interior Bureau of Safety and Environmental Enforcement Acquisition Management Division 45600 Woodland Road, VAE-AMD Sterling, VA 20166 Telephone: (703) 787-1367 Email: <u>christy.tardiff@bsee.gov</u>

Contracting Officer's Representative (COR), BOEM

Kimberly Marshall McLean U.S. Department of the Interior Bureau of Ocean Energy Management Office of Environmental Programs Division of Environmental Assessment 45600 Woodland Rd Sterling, VA 20166 Telephone: (571) 888-2170 Email: kimberly.marshallmclean@boem.gov

> IA No. M22PG00022 Page 18 of 20

BOEM Pacific Region Contact

Sara Guiltinan Bureau of Ocean Energy Management Pacific Regional Office Mail Stop CM 102 760 Paseo Camarillo, Suite 102 Camarillo, CA 93010 Telephone: (805) 233-5020 Email: <u>sara.guiltinan@boem.gov</u>

Environmental Studies Program (ESP) Representative

Kristen Strellec U.S. Department of the Interior Bureau of Ocean Energy Management Office of Environmental Programs Division of Environmental Sciences 45600 Woodland Rd Sterling, VA 20166 Telephone: (703) 787-1625 Email: <u>kristen.strellec@boem.gov</u>

Administrative Point of Contact, NOAA

Lisa Livramento National Oceanic and Atmospheric Administration National Ocean Service National Centers for Coastal Ocean Science Business Management Division 1305 East West Highway, SSMC4 #8212 Silver Spring, MD 20910 Telephone: (240) 533-0151 Email: <u>lisa.livramento@noaa.gov</u>

Technical Point of Contact, NOAA

Theresa L Goedeke, PhD National Oceanic and Atmospheric Administration National Ocean Service National Centers for Coastal Ocean Science Marine Spatial Ecology Division-Biogeography Branch 1305 East West Highway, SSMC4 9th Floor Silver Spring, MD 20910 Telephone: (240) 653-9143 Email: <u>theresa.goedeke@noaa.gov</u>

Financial Point of Contact, NOAA

Mia Robinson-Brown National Oceanic and Atmospheric Administration National Ocean Service National Centers for Coastal Ocean Science Business Management Division 1305 East West Highway, SSMC4 #8137 Silver Spring, MD 20910 Telephone: (240) 533-0153 Fax: (301) 713-4044 Email:karen.laskowski@noaa.gov

The Parties agree that if there is a change regarding the information in this section, the Party making the change will notify the other Party in writing of such change.