

**Memorandum of Agreement**  
Between the  
**Federal Emergency Management Agency**  
and the  
**Department of the Army**

*This Memorandum of Agreement ("MOA") is made by and between the Federal Emergency Management Agency ("FEMA") and the Department of the Army ("DA").*

**1. Purpose.** This MOA provides for the support of the FEMA by DA in providing disaster assistance to state and local governments under the authority of Public Law 93-288 (hereinafter referred to as the Act). It delineates the objectives of each agency, National and Regional level responsibilities, and standard procedures to be used by FEMA in requesting and reimbursing the cost of DA assistance. A procedure for coordination and review of interagency activities conducted under the auspices of this MOA is also established. For purposes of implementing this MOA, the DA will rely on its experts in the U.S. Army Corps of Engineers ("USACE").

**2. Background.**

- a. Upon a declaration of a major disaster or an emergency by the President under the provisions of the Act, the FEMA Associate Director or a FEMA Regional Director (RD) may direct any Federal agency to provide assistance to state and local governments by:
  - (1) Utilizing or lending its equipment, supplies, facilities, personnel, and other resources, other than the extension of credit under the authority of any Act.
  - (2) Distributing medicine, food, and other consumable supplies; and,
  - (3) Rendering assistance under the authority of the Act. Such assistance is provided with or without compensation as considered appropriate by the Associate Director or Regional Director under the provisions of 44 CFR Part 205 Subpart I.
- b. USACE is one of the Federal agencies tasked by FEMA to provide engineering, design, construction and construction contract management in support of the recovery operation.
- c. In accordance with the Act, FEMA may request USACE to perform one of the following:
  - (1) **Direct Federal Assistance:** Direct Federal assistance is the performance of eligible work when a state or local government lacks the capability to perform or contract for the work, or the Regional Director determines that assistance is necessary to meet an immediate threat to life, health, or safety. Procedures for implementing this type of mission assignment are outlined in 44 CFR Part 205 Subpart H Sub Section 205.121. of the FEMA regulations, and will not be elaborated in this MOA.
  - (2) **Preliminary Damage Assessments (PDA) and/or Damage Survey Reports (DSR).** The performance of assessments and reports that provide the basis for recommendations and decisions on applications to FEMA by state and local agencies for Federal assistance.
  - (3) **Technical Assistance.** The provision of engineering support, construction management, and technical advice to state and local agencies.

### **3. Objectives**

- a. To assure that USACE support to FEMA is effective and responsive during major disasters and emergencies.
- b. To maintain USACE readiness by planning, training and providing sufficient mission assignments to retain proficiency.

### **4. Responsibilities and Agreements**

#### **a. National (HQUSACE and FEMA National HQ)**

- (1) Monitor and review ongoing Federal disaster assistance activities to assure uniform and effective Federal response.
- (2) Provide timely guidance and assistance to FEMA Regional Directors and USACE Division Commanders, as appropriate, to resolve any issues which arise as to authority, policy, or program applicability.
- (3) Establish an interagency training program to prepare USACE personnel to support FEMA with all aspects of mission assignments.

#### **b. Regional (FEMA Regional Directors (RD) and USACE Division Commanders)**

##### **(1) The RD is responsible for:**

- (a) Providing early notification to USACE Division Commanders of the possibility of a mission assignment.
- (b) Issuing mission assignment letter in accordance with the attached guidelines (exhibit A), to include the development of the scope of proposed work, and ensuring that the mission assignment work is clearly defined and expected results identified.
- (c) Implementing the interagency training program.
- (d) Determining in coordination with the Division Commander the number of mission assignments required to maintain a minimum level of USACE engineer readiness.
- (e) Providing for assignment of sufficient missions to USACE to ensure that designated emergency cadre personnel acquire and maintain requisite experience in FEMA policy and procedures for PDA and DSR work.
- (f) Assisting USACE Division Commander in developing a mutually acceptable cadre of trained and experienced USACE personnel from which personnel can be assigned to perform work under FEMA mission assignments.
- (g) Monitoring mission progress of USACE established work schedule and providing immediate feedback to the USACE Division Commander of performance by USACE personnel.
- (h) Reviewing and evaluating USACE requests for reimbursement.
- (i) Terminating mission assignments.

- (j) Initiating post-disaster mission evaluation meetings following significant recovery events and request USACE participation.

(2) **The USACE Division Commander is responsible for:**

- (a) Developing a proposed scope of work, cost estimate and work completion schedule in coordination with the RD. The RD will have final approval in accepting such proposals.
- (b) Developing a cadre of USACE personnel within the division to be assigned to FEMA missions. This cadre will include personnel having requisite qualifications, training and experience for disaster recovery work in support of FEMA. The size and capabilities of this cadre will be coordinated with the RD. The cadre will be reviewed annually to ensure they have maintained their capabilities and meet the prescribed requirements. In the event of a FEMA mission, the RD will request specific types of support from USACE and the number of personnel from the established cadre. The Division Commander will meet this requirement by selecting the appropriate personnel for the mission from the cadre, or if necessary request inter-divisional assistance from other cadres. Personnel not in the cadre may be assigned if the RD and the Corps mutually agree to such an arrangement.
- (c) Ensuring that appropriate supervisory controls for USACE personnel are in place at the disaster field office. These controls are to be established by USACE in consultation with the FEMA based on the demands of the situation, number of USACE districts involved, extent of other USACE operations in the area, etc.
- (d) Taking corrective action upon notification from the RD of marginal or unacceptable performance by USACE personnel.
- (e) Ensuring that all requests for reimbursement comply with ER 11-1-320 and 44 CFR Part 205 Subpart I (See exhibit B for guidelines).
- (f) Reporting to the Assistant Secretary of the Army (Civil Works) on a quarterly basis regarding all activities undertaken pursuant to this MOA.

**5. Coordination and Review.** To ensure proper coordination and implementation of this MOA, the following procedures will be established:

- a. The FEMA Associate Director for State and Local Programs and Support and the USACE Director of Civil Works will periodically review this MOA and consider changes and/or additions as recommended by joint FEMA/USACE Regional Workings Groups. Reports of these periodic reviews, together with any related recommendations, will be provided to the Director of FEMA and the Assistant Secretary of the Army (Civil Works).
- b. A FEMA/USACE Regional Working Group for each FEMA Region shall be approved by the RD and the appropriate Division Commanders. The Regional Working Groups shall meet as required to review FEMA/USACE coordination, cooperation, and program activities at the district and division levels and to prepare a joint annual report for submission to the FEMA/USACE review board. The annual report will include the number of declarations made, type of assistance provided, and the number and extent of USACE involvement.

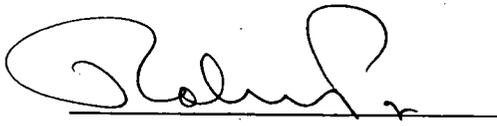
**6. Amendments and Termination.** This MOA may be modified or amended by written agreement between FEMA and DA. The MOA may be terminated by either party after giving 30 days written notice.

**7. Public Information Coordination.** FEMA will be responsible for public information announcements.

**8. Congressional Inquiries.** USACE shall assist FEMA in responding to Congressional inquiries related to USACE activities under this MOA by preparing and furnishing draft responses for review and final disposition.

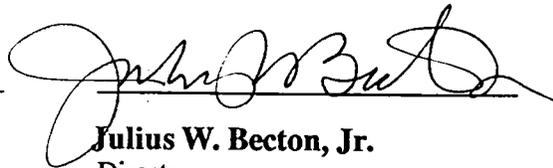
**9. Attachments**

- a. Exhibit A - Issuance of Mission Assignment Letters
- b. Exhibit B - Reimbursement Guidelines
- c. Exhibit C - Appendix C-3 to USACE ER 11-1-320



**Robert W. Page**  
Assistant Secretary of the  
Army (Civil Works)

Date signed 28-June 88



**Julius W. Becton, Jr.**  
Director  
Federal Emergency Management Agency

Date signed 18 May 1988

## EXHIBIT A

### Issuance of Mission Assignment Letters

1. **General.** If a mission assignment is given orally, it will be confirmed immediately thereafter in writing. The formal mission assignment letter will outline the specific tasks to be performed, fund limitations and contain provisions for reimbursement.
2. **Format for Mission Assignments.** The mission assignment letter will be composed of eight parts that will clearly identify the scope of proposed work (See Attachment A). The following outlines the information contained in each of the eight parts:
  - a. **Reference.** The reference identifies (1) the declaration against which the cost of assistance or support will be charged; (2) the declaration date; (3) the USACE division that will be providing the assistance and (4) the consecutive number of the request. An amended request carries the same basic request number with amendment number. An amendment to the basic request will be used when the intent or objective of the mission assignment is not being changed. If a division is being requested to perform two unrelated missions, two basic mission assignments will be issued, e.g., mission number one to USACE for PDA/DSR and mission number two to USACE for technical assistance related to contracting for debris removal.
  - b. **Name and Address.** Identifies the (1) name, (2) title, (3) agency, and (4) address of the organization responsible for providing assistance under the Act.
  - c. **Incident.** Identifies the declaration date and describes the incident requiring assistance or support of USACE.
  - d. **Authority and Scope.** Cites the authority under which the request is made and defines the scope of service requested.
  - e. **Funding and Time Limitation.** Cites (1) the ceiling on expense that may be incurred in complying with the request, (2) the time limitation, and (3) a provision for increasing the initial estimate when funds have been expended.
  - f. **Accountability.** Outlines the instructions for accounting for costs incurred in accomplishing the initial request and any amendments.
  - g. **Reimbursement.** Describes (1) the method of reimbursement and (2) the disposition of non-expendable material, equipment, and supplies purchased to accomplish the mission.
  - h. **Estimated Cost of Proposed Work.** A computation sheet will be attached which provides a detailed estimate of the proposed work. This estimate will be presented in the following format as shown in Table A-1.

Table A-1  
Sample Estimate of Proposed Work

ESTIMATE OF PROPOSED WORK  
FOR  
MISSION ASSIGNMENT NO. 1  
TO  
U.S. ARMY CORPS OF ENGINEERS  
FEMA-879-DR-AL

PERSONNEL

8 people @ \$200/day for 20 days (40 hrs/week) \$32,000  
(Estimated from November 9, 1988 to December 6, 1988)

PER DIEM

8 people @ \$70/day average for 28 days \$15,600

TRANSPORTATION

8 rental vehicles @ \$30/day for 28 days \$ 6,720

SUPPLIES

Film and other supplies will be furnished by FEMA  
at the Disaster Field Office; however an amount is  
included here for emergency purchases \$ 500

MISSION TOTAL \$54,820

## **EXHIBIT B**

### **Reimbursement Guidelines**

**1. General.** FEMA regulations 44 CFR Part 205 Subpart I entitled "Reimbursement of Other Federal Agencies" prescribes the procedures for obtaining or authorizing the provision of services or use of resources of other Federal agencies in providing assistance under the authorities of the Act. For ready reference pertinent parts of this regulation are included below.

**2. Expenditures Eligible for Reimbursement.** The RD may not approve the reimbursement of costs incurred while USACE is performing work under its own authority. USACE personnel include personnel by the servicing USACE district and any augmented personnel from other districts or division assigned solely to perform work requested under the mission assignment and in the major disaster or emergency area designated by the FEMA Associate Director. Temporary personnel are those persons hired at the designated emergency area. The RD may approve reimbursement of the following costs incurred in performing work under a mission assignment.

- a. Regular and overtime labor costs for USACE personnel.
- b. Regular and overtime labor costs for temporary personnel.
- c. Travel costs of USACE civilian and military personnel who perform work under the mission assignment and in the major disaster or emergency area designated by the FEMA Associate Director as authorized by the Joint Travel Regulation for persons on temporary duty (TDY).
- d. Transportation costs such as USACE vehicle and equipment charges.
- e. Costs for materials, supplies, equipment and/or tools, including delivery cost if any, which are required to support the mission assignment.
- f. Contract costs (contract award amount) for work and/or services.
- g. USACE overhead costs.
- h. Payments to other Federal agencies that supports the mission assignment.

**3. Procedures for Reimbursement.**

- a. USACE may submit requests for reimbursable amounts of greater than \$1,000 at anytime. Requests for lesser amounts must be submitted no less than quarterly. Final billings will be submitted no later than 180 days following completion of work.
- b. USACE shall document all requests for reimbursement with specific costs details on personnel services, travel, and all other expenses by object class and sub-object class. Such request for reimbursement shall indicate: (1) amount previously billed; (2) current billing; and (3) cumulative amount billed to date.

- c. Reimbursement requests shall cite the specific Mission Assignment under which the work was performed and the disaster identification number. Requests for reimbursement of costs incurred under more than one directive or request may not be combined for billing purposes.
- d. Unless directed otherwise, USACE shall submit all requests for reimbursement to the Regional Director of the Region in which the costs were incurred.

**4. Records Retention.** USACE shall retain all financial records, supporting documents, statistical records, and other records pertinent to the provision of services or use of USACE resources. These materials shall be accessible to duly authorized representatives of FEMA and the U.S. Comptroller General, for the purpose of making audits, excerpts, and transcripts, for a period of 3 years starting from the date of submission of the final billing.

## EXHIBIT C

### Appendix C-3 to USACE ER 11-1-320

ER 11-1-320  
15 Aug 85

#### APPENDIX C

#### FUNDING AND ACCOUNTING CRITERIA

##### 1. FEMA Reimbursement Criteria.

a. The following costs incurred by the Corps of Engineers in response to FEMA disaster assistance requests are eligible for reimbursement:

(1) Regular salary, costed at effective time rates, employee benefits, overtime, travel and per diem of Corps of Engineers civilian personnel diverted from their normal duties, except as provided in paragraph 1b. below.

(2) Regular salary, employee benefits, overtime, travel and per diem of temporary civilian employees assigned to work in disaster areas.

(3) Regular salary, costed at effective time rates, employee benefits, overtime, travel and per diem of civilian employees detailed directly to and under the direct supervision of FEMA. This provision is applicable to employees throughout the Corps regardless of the source of regular funding.

(4) Travel and per diem of military personnel assigned to work in the disaster area.

(5) District and operating division overhead applicable to reimbursable hired labor costs.

(6) Technical indirect costs applicable to reimbursable hired labor costs, except that no technical indirect costs will be billed to FEMA by a district/operating division for engineers or inspectors detailed to work directly under FEMA supervision as in item (3) above or when performing work such as damage assessments, damage survey reports, or final inspection reports, which do not involve district office participation (see paragraph 1b).

(7) Work, services, and materials contracted for by the Corps for assistance performed on a specific disaster project.

(8) Materials, equipment, and supplies (including transportation, repair, and maintenance) from regular inventory stocks utilized or consumed by the Corps.

(9) Payments to other Federal agencies listed by agency.

b. All costs allowed above are also eligible for reimbursement when incurred in response to FEMA requests for damage surveys regardless of whether or not a major disaster is declared. However, where damage survey reports are

ER 11-1-320  
15 Aug 85

to be furnished directly to FEMA representatives without district office review or quantity cost calculations, only the cost of labor, per diem, and travel of the surveyor, plus overhead should be billed to FEMA.

c. The following classes of costs incurred in response to FEMA disaster assistance requests will not be eligible for reimbursement.

(1) Labor costs of regular civilian employees which otherwise would have been paid in carrying out normal Corps functions. This exclusion is limited to HQUSACE and division office employees regularly paid from General Expense appropriations.

(2) Pay and allowances of military personnel regardless of sources of funding.

(3) Overhead costs at the division (except New England and Pacific Ocean Divisions) and HQUSACE.

2. Billing. Standard Form 1080 bills covering assistance costs for disasters shall be prepared in the format shown on page E-3.

a. Personal Services. Personal service should be broken down into regular time and overtime. Each category should indicate the number of hours and the total cost.

b. Travel and Transportation. The total for travel should indicate the amount of per diem and other travel expenses.

c. Materials, Supplies, and Miscellaneous. Any single item costing \$1,000.00 or more must be specifically identified with reference to a material requisition number, purchase order number, cancelled check or voucher number. All non-capitalized equipment, such as cameras, calculators, etc., representing less than \$1,000.00 in value shall also be identified. Items of expendable property (supplies) costing less than \$1,000.00 need not be identified; however, they should be referred to by name with as much detailed identification as is reasonably possible.

3. Absorbed Costs. Costs listed in paragraph 1b above and administrative costs that are not eligible for reimbursement by FEMA will be charged to the funds that would regularly have been charged to. There will be no PL 84-99 funds to reimburse such costs.