

FEDERAL EMERGENCY MANAGEMENT AGENCY
INTERAGENCY AGREEMENT

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1. INTERAGENCY AGREEMENT NO. **EMW-93-E-4115** 2. EFFECTIVE DATE **SEE BLOCK 16** 3. PROJECT/REQUISITION NO. **193997**

ISSUED BY
**Federal Emergency Management Agency
 Office of Acquisition Management
 Mitigation and Recovery Support
 500 C St. S.W. Room 726
 Washington D.C. 20472.**

5. NAME, TITLE & PHONE NUMBER OF EACH GOVERNMENT PROJECT OFFICER FOR BOTH AGENCIES
**Mr. John L. Matticks
 (202) 646-2768**
(FEMA PO)

6. AGENCY PERFORMING SERVICE
**US Army Corps of Engineers
 Office of the Chief of Engineers
 20 Massachusetts Ave. N.W.
 Washington D.C. 20314.**

**Mr. Jerome Peterson
 (202) 272-0169**
(Other Agency's Project monitor)

7. PROJECT TITLE
FLOOD INSURANCE RESTUDIES

8. PROJECT OBJECTIVE
The purpose of this IAA is to perform Flood Insurance Restudies to allow the USCOE to initiate work and furnish all pertinent data and materials for various project locations as specified in the Statement of Work. (Attachment A)
"On-going", 20 more studies FEMA is behind in notification/extension. (per Ken Oriskany, 6/14/94)

9. PERFORMANCE PERIOD OF AGREEMENT
October 1, 1992 through September 30, 1993.

10. ACCOUNTING AND APPROPRIATION DATA
93-3-6100-2589-3-3600 (F)

11. DOLLAR VALUE OF AGREEMENT
\$2,239,124.

12. FUNDING (The Federal Emergency Management Agency agrees to advance/reimburse funds up to the dollar amount of this agreement, upon receipt of a properly executed Standard Form 1080 or 1081. The appropriate form must be executed in original and six copies, be identified with agreement number and accounting data, and transmitted to the following office for funds action.)
**FEMA Office of the Comptroller
 FI/Financial Operations Division
 500 C St. S.W. Room 722
 Washington D.C. 20472.
 Attn: Report Services Branch**

FEMA will reimburse the USCOE for expenses incurred in providing the requested assistance with the exception of those that may be caused by administrative error (an example is payment of interest due to late payments).

(Any funds not utilized for the performance of the work described in this agreement must be returned to the Federal Emergency Management Agency.)

13. PURSUANT TO THE AUTHORITY OF
THE ECONOMY ACT OF 1932 31 USC 1535 AS AMENDED PL 98-216, 2/14/84

(The Federal Emergency Management Agency may enter into this agreement. The person executing this agreement has a written delegation of authority to do so on behalf of the agency.)

SIGNATURE OF PERSON AUTHORIZED TO SIGN


DATE
6 Jan 93

16. SIGNATURE OF PERSON AUTHORIZED TO SIGN
 SIGN

DATE

15. TYPE NAME & TITLE OF PERSON AUTHORIZED TO SIGN
**John R. Brown, Col., U.S. Army
 Executive Director of Civil Works, OCE**

17. TYPE NAME & TITLE OF PERSON AUTHORIZED TO SIGN
**H. Robert Weiss, Contracting Ofcr.
 FEDERAL EMERGENCY MANAGEMENT AGENCY**

INTER-AGENCY AGREEMENT SCHEDULE

I. Scope of Work

The U.S. Army Corps of Engineers (COE) shall perform flood insurance studies as requested by the Federal Emergency Management Agency (FEMA) on individual project orders. Studies shall be conducted in accordance with the "Guidelines and Specifications for Study Contractors" and "Statement of Work for Flood Insurance Studies" as amended for both publications. Individual project orders, signed by the FEMA Contracting Officer, shall prescribe the type of study to be performed, project location, period of performance, and the estimated cost of the individual study.

II. Limitation of Funds

The performing agency shall be limited in the performance of all work set forth in this Interagency Agreement (IAA) and subsequent project orders to the obligated amount of funds. Based on the availability of funds, the amount obligated will be increased unilaterally from time to time.

III. Project Officials

- A. The FEMA Project Officer designated by the Regional Director shall monitor the general performance of the project and stand ready to assist the COE Project Officer on questions and issues that may arise during the course of the project.
- B. The FEMA Contracting Officer shall exercise final authority to negotiate agreements, to obligate FEMA to the terms described herein, and to administer the terms of the agreement.
- C. The Project Officer does not have the authority to alter any obligations under this agreement or make any representations or commitment of any kind on behalf of the Contracting Officer of FEMA. Any circumstances which may arise requiring a change in the terms of this agreement shall be agreed upon by the FEMA and COE Project Officers and coordinated with the Contracting Officer. The FEMA Contracting Officer shall retain final authority to implement any change in this agreement.

IV. Issuance of Project Orders

The performing agency shall be notified of the flood insurance studies to be performed by the issuance of project orders. Advance notification of project orders may be placed under this agreement by the Contracting Officer, or

his designated representative. The advance notification will authorize the performing agency to commence work and incur costs as of the effective date of the notification. Notifications will identify the individual placing the order, the name of the community to be studied, the estimated cost, the type of study to be performed, and the completion date. All notifications will be confirmed by the issuance of a project order, signed by the Contracting Officer, in a timely manner. The agency shall proceed with work immediately upon receipt of the order. In the event the agency feels the prescribed work cannot be completed in accordance with the conditions set forth in the project order, the Contracting Officer shall be notified and negotiations of suitable conditions shall be accomplished. During negotiations, the agency shall continue work but in no event, exceed the amount of funds obligated for work under that order.

In no event shall the total amount obligated under the IAA or any individual project order be exceeded.

In addition, the performing agency shall notify the Contracting Officer and Project Officer when work cannot be completed within the designated period of performance or obligated amount of the project order. This notification shall include the estimated amount of time required to complete the project. In such event, FEMA shall have the option of directing work to cease or amending the project to allow for completion.

When each project has been completed, the FEMA Project Officer shall notify the Contracting Officer by memorandum for each project order to ensure timely closeout of the IAA.

V. Publications

The performing agency shall furnish FEMA the pertinent data and material developed in the studies under the IAA. FEMA shall have the full right to publish and disseminate all or part of the data collected hereunder. Any subsequent publication by the performing agency of the results of the studies shall carry the notation: "Study financed by FEMA." If in the transmission of reports to FEMA identified data is qualified, FEMA will include with qualification in the publication or agree to substitute qualification.

VI. Reports

The performing agency shall furnish the FEMA Project Officer a quarterly status report covering each study in accordance with instructions contained in the FEMA "Statement of Work for Flood Insurance Studies" and the FEMA "Guidelines and Specifications for Study Contractors."

VII. Cost Analysis

Prior to issuance of Project Orders, the Regional Program Office (NTH Division) will receive cost and technical proposals from the COE and will perform cost and technical analysis. The Region is to develop a government cost estimate before the receipt of the COE's cost proposal. This has the same effect of requiring that the FEMA Region make a "written" cost estimate before receipt of a proposal and cost analysis for each project order upon receipt of a proposal. The technical analysis must also be in writing. Once the Region has performed the analysis, it will be forwarded to the Contracting Officer at FEMA Headquarters for final review and approval. Once approved, the Contracting Officer will issue a project order and the Contractor may begin performance.