

MEMORANDUM OF AGREEMENT
BETWEEN THE
DEPARTMENT OF HOMELAND SECURITY/FEDERAL EMERGENCY
MANAGEMENT AGENCY (DHS/FEMA) AND THE U.S. ENVIRONMENTAL
PROTECTION AGENCY (EPA)

I. Parties:

The parties to this Agreement are the Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) and the U.S. Environmental Protection Agency (EPA).

A. DHS/FEMA

1. **PRIMARY MISSION:** The primary mission of DHS/FEMA is to reduce the loss of life and property and protect the Nation from all hazards, including natural disasters, acts of terrorism, and other man-made disasters, by leading and supporting the Nation in a risk-based, comprehensive emergency management systems of preparedness, protection, response, recovery, and mitigation.
2. **SPECIFIC ACTIVITIES:** In support of the primary mission of DHS/FEMA, the Administrator:
 - a. Implements the National Disaster Recovery Framework (NDRF) to guide and promote effective recovery, particularly for those incidents that are large-scale or catastrophic; specifically through the activation of the Community Planning and Capacity Building Recovery Support Function (CPCB RSF). The CPCB RSF supports and builds recovery capacities and community planning resources of local, state and tribal governments needed to effectively plan for, manage and implement disaster recovery activities. The CPCB RSF National Coordinator serves as a standing member of the Recovery Support Function Leadership Group (RSFLG), a national-level interagency body established to improve the effectiveness of coordinated Federal recovery support on the exchange of relevant information and associated planning and decision making.
 - b. Directs the Federal Insurance and Mitigation Administration (FIMA) in the management of a range of programs designed to reduce the risk of future losses to homes, businesses, schools, public facilities and critical facilities from natural disasters. Hazard mitigation focuses on breaking the cycle of disaster damage, reconstruction, and repeated damage. Hazard mitigation efforts provide value to the American people by creating safer communities and reducing the risk of loss of life and property. FIMA also manages the Agency's requirements for states, U.S. territories, the District of Columbia, tribal and local governments to develop and implement hazard mitigation plans. Hazard mitigation plans are required under the Stafford Act (42 U.S.C. § 5165) prior to receipt of FEMA hazard mitigation grant funds and certain Federal disaster assistance funds and are the community's blueprint for actions to reduce risk and improve resiliency to natural hazards. FIMA provides support to the Mitigation Framework Leadership Group (MitFLG), a national coordinating structure focused on integrating Federal efforts to deliver the mitigation core capabilities identified in the National Mitigation Framework (NMF).

- c. Applies FEMA's Climate Change Adaptation Policy Statement to ensure integration of climate change adaptation planning and actions into Agency programs, policies, and operations. Areas of exploration relevant to this Agreement include but are not limited to establishing partnerships with other agencies and organizations that possess climate science and climate change adaptation expertise; evaluating how climate change considerations can be incorporated into grant investment strategies with specific focus on infrastructure and evaluation methodologies or tools; and understanding how climate change will impact local communities and engage them in addressing those impacts.

B. EPA

1. PRIMARY MISSION: The mission of EPA is to protect human health and the environment. EPA's purpose is to ensure that all Americans are protected from significant risks to human health and the environment; that national efforts to reduce environmental risks are based on the best available science; that Federal laws protecting human health and the environment are fairly and effectively enforced; that all parts of society have access to accurate information sufficient to effectively participate in managing human health and environmental risks; and that environmental protection contributes to making our communities and ecosystems diverse, sustainable and economically productive.
2. SPECIFIC ACTIVITIES:
 - a. In support of EPA's primary mission, the Office of Sustainable Communities develops and implements Agency-wide and Federal government-wide strategies to achieve the benefits of smart growth and green buildings; works with communities to identify practices and models that reduce the environmental impact of development; creates tools and technical assistance that supports communities as they strive to minimize environmental impacts among alternative development choices; collaborates with EPA national program offices and Region offices to achieve sustainability outcomes; works with other federal agencies, regional, tribal, state, and local governments, and nongovernmental partners to support communities through smarter growth, green building, green infrastructure, climate adaptation and resilience, and related sustainability strategies; represents EPA on the CPCB RSF; and serves as the EPA Action Officer for the MitFLG.
 - b. In support of EPA's primary mission, EPA's ten Regional Offices and national environmental programs work with federal, tribal, state, local, community and non-governmental partners to improve community environmental and public health outcomes through implementation of national environmental programs, partnerships that support smarter growth, sustainability, green infrastructure and resilience in pre-disaster planning and recovery.

II. Authority:

This Agreement is authorized under the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, P.L. 93-288, as amended (Stafford Act); 42 U.S.C. § 5121 *et seq.* and in particular Section 402(3)(F) (Recovery Activities); 42 U.S.C. § 5165 (Mitigation Planning); the Homeland Security Act of 2002, Pub. L. No. 107-296, as amended, the National Flood Insurance Act of 1968, as amended, 42 U.S.C. § 4001 *et seq.*; and the

National Environmental Policy Act (NEPA) Section 101, 42 U.S.C. § 4331 *et seq.* for DHS/FEMA; and Section 20 of the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. 136r; Section 10 of the Toxic Substances Control Act, 15 U.S.C. 2609; Section 104 of the Clean Water Act, 33 U.S.C. 1254; Section 8001 of the Solid Waste Disposal Act, 42 U.S.C. 6981; and Section 103 of the Clean Air Act, 42 U.S.C. 7403. Should any funds be transferred between agencies in connection with an Interagency Agreement or an amendment, such funds will be transferred pursuant to the respective Agency authorities and the Economy Act, 31 U.S.C. 1535, or the cooperation provisions of statutes such as Clean Water Act § 104(b)(2).

III. Purpose:

Smart growth approaches and mitigation measures applied to pre- and post-disaster development and redevelopment are a major part of ensuring that investments and future growth improve environmental, economic, and public health outcomes. Smart growth will also help communities become more resilient to future hazards that may occur, including becoming more resilient to the impacts from climate change. In 2009, EPA and FEMA entered into an Interagency Agreement (IAA) to provide smart growth financial and technical assistance as part of FEMA's long-term recovery efforts in five communities in Iowa impacted by floods and tornadoes that occurred in spring 2008.

In an effort to develop this partnership further, DHS/FEMA and EPA entered into an MOA in 2010 to achieve the following goals: 1) enhanced agency collaboration; 2) smart growth technical assistance; 3) community resiliency and climate adaptation; and 4) cross training and joint training. Under the 2010 MOA, DHS/FEMA and EPA collaborated together in multiple communities to advance these four goals (See Addendum A). The Agreement also built on interagency collaborative approaches found in the Housing and Urban Development-Department of Transportation-EPA Partnership for Sustainable Communities and emphasized the importance of supporting collaborative efforts between DHS/FEMA and EPA Regional offices.

This MOA reflects the continued mutual intent of both parties to coordinate DHS/FEMA and EPA networks of nationwide, regional and community-based expertise, practices, initiatives, and programs to work with communities to reduce vulnerability to natural hazard events, recover from disasters that occur, and achieve economic, environmental, and public health outcomes as part of redevelopment and recovery efforts. The Agreement sets forth the terms by which DHS/FEMA and EPA will enhance agency cooperation and provide subject matter expertise and relevant resources (i.e., technical assistance, personnel, etc.) in order to incorporate sustainability and smart growth practices into communities' hazard mitigation planning and long-term disaster recovery efforts, and likewise to incorporate hazard resilience into smart growth and environmental programs and assistance for communities.

First, this MOA supports coordination in national, regional and field offices of activities between EPA's sustainable communities, smart growth, environmental, and community technical assistance programs and DHS/FEMA's disaster recovery planning and hazard mitigation programs. Second, this MOA also seeks to provide lessons learned for EPA, DHS/FEMA and other federal agencies that can be used to build a stronger federal

framework for mitigation planning as well as pre- and post-disaster recovery planning and operations. Third, it seeks to provide a collaborative framework for policy work related to both hazard mitigation planning and climate change adaptation to create more resilient communities.

Cooperative efforts may focus on disciplines such as natural hazard risk analysis and reduction; preparedness; recovery planning; climate adaptation and hazard mitigation planning; urban design and planning; disaster-resistant codes, standards and model ordinances; watershed and water infrastructure planning; economic development; housing and equitable development; as well as fostering community-based disaster risk reduction and environmental protection partnerships.

IV. Responsibilities:

- A. DHS/FEMA and EPA will continue to expand opportunities to integrate sustainable development, mitigation planning and long-term disaster recovery through the following activities:
1. Coordinate relevant activities and programs as related to incorporating sustainability, resilience, and smart growth practices into hazard mitigation planning and long-term disaster recovery efforts. Likewise, DHS/FEMA and EPA will coordinate to encourage inclusion of hazard mitigation and long-term recovery goals into the range of other local, regional, state, and tribal development and environmental plans and policies.
 2. Partner to provide resources, technical assistance, and planning support to states, tribes, U.S. territories, the District of Columbia, and local governments preparing for and/or recovering from recent disasters and/or working to mitigate impacts to people, property, and the environment from future hazard events by including smart growth, climate adaptation, disaster-resistant building codes and other sustainable community development concepts such as green infrastructure in mitigation measures.
 3. Leverage networks of nationwide, regional and community-based expertise, practices, initiatives, and programs to help communities reduce vulnerability to natural hazard events, recover from disasters, and achieve economic, environmental and public health outcomes as part of mitigation and recovery efforts. Identify and advance environmental justice practices to address disproportionately impacted populations.
 4. Increase education and outreach regarding other relevant DHS/FEMA and EPA programs to bolster additional coordination opportunities, including pre-disaster project coordination (e.g., regulatory and permitting programs, non-disaster funding, etc.) and associated partners (i.e. state, tribal and local governments).
 5. Develop concrete actions that can be measured and track the results of coordinated assistance on a case-by-case basis, and share lessons learned from activities implemented under this MOA.
 6. Compile a joint partner guide to empower field operations and enable coordination to be more efficient and effective by highlighting potential partnership opportunities in the field (See Addendum B).
 7. Enhance agency coordination by promoting the MOA and creating opportunities for stronger stakeholder engagement, including the development and delivery of cross

training and joint training events for staff in DHS/FEMA, EPA, and other appropriate organizations.

B. DHS/FEMA Responsibilities:

1. Advance the Mission Assignment (MA) and Interagency Agreement (IAA) processes by providing training and templates prior to an event as well as technical assistance after an event to expedite the process (See Addendum C).
2. DHS/FEMA will provide access to hazard mitigation plans and current planning activities to help inform EPA-led programs and the inclusion of hazard mitigation information in smart growth and other environmental assistance efforts.
3. The CPCB RSF will coordinate governmental and non-governmental partners to share information and pool planning support resources, including planning technical assistance, program support, or funding for planning, capacity building and resilience initiatives. The RSF will communicate and coordinate available guidance materials, tools and training for developing local and tribal pre-disaster recovery and resilience plans with the EPA.

C. EPA Responsibilities

1. When non-disaster smart growth technical assistance EPA projects or programs, including smart growth technical assistance, brownfields clean up and redevelopment, and other appropriate EPA-led programs, have potential hazard mitigation opportunities, EPA will coordinate with DHS/FEMA and promote resilient and safe development practices.
2. EPA will coordinate with DHS/FEMA and other partners in pre- and post-disaster recovery processes and provide technical assistance in the areas of smart growth, sustainability, and environmental protection.
3. EPA will coordinate with DHS/FEMA as needed and as requested to review hazard mitigation plans, guide Risk Mapping, Assessment and Planning (Risk MAP) projects, and provide other appropriate input on hazard mitigation or long-term recovery opportunities.
4. Serve as the Sustainability Advisor for recovery operations, when requested by FEMA, and agreed to by EPA, through a Mission Assignment. This position will advise the FEMA Interagency Recovery Coordination team, Recovery Support Functions (RSFs), Federal state, and tribal partners and local officials on sustainable communities, climate change adaptation and low-impact growth, materials and products for recovery planners in the adaptation of sustainable, green, and resilient principles and practices.

V. Points of Contact:

U.S. Environmental Protection Agency:

Catherine Allen

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Federal Insurance and Mitigation Administration
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Karen Helbrecht
Branch Chief, Grants Implementation Branch- East
Mitigation Directorate
Federal Insurance and Mitigation Administration
400 C Street SW
Washington, D.C. 20472

VI. Other Provisions:

- A. Nothing in this Agreement is intended to conflict with current law or regulation or the directives of DHS/FEMA or EPA. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.
- B. Nothing in this Agreement is intended to restrict the authority of either party to act as provided by statute or regulation.
- C. This Agreement, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement.
- D. Any information shared under this Agreement will comply with the Privacy Act, and to the extent required and allowable, the Freedom of Information Act (FOIA), and any other applicable statute, Executive Order, or regulation.
- E. The use of Federal facilities, supplies and services undertaken under this Agreement will be in compliance with regulations promulgated by DHS/FEMA under the Stafford Act guaranteeing non-discrimination and prohibiting duplication of benefits (See 44 CFR §§ 206.11 and 206.191).
- F. This Agreement is between DHS/FEMA and EPA and does not confer or create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or

equity, by any third person or party (public or private) against the United States, its agencies, its officers, or any person; or against EPA, their officers or employees or any other person. This Agreement creates neither a partnership nor a joint venture, and neither party has the authority to bind the other. This agreement is not intended to be enforceable in any court of law or dispute resolution forum.

- G. The parties will use or display each other's name, emblem, or trademarks only in the case of particular projects and only with prior written consent of the other party. The DHS seal is protected by 18 U.S.C. §§ 506, 701, and 1017, among other laws, and use of the seal is controlled by the DHS Office of Public Affairs through DHS Management Directive No. 0030 (MD 0030). Written permission is required to use the DHS Seal. Any party to this agreement that is not a Federal entity may only use an official DHS seal or logo upon written permission from DHS.
- H. Liability: The parties agree — subject to any limitations imposed by law, rule, or regulation — to cooperate in good faith to resolve any claims involving their respective employees promptly and, whenever appropriate, without litigation. For all claims or suits arising under this agreement, each party's designated legal representative will, within (7) calendar days of receipt, provide each other's designated legal representatives copies of any documents memorializing such claims. Nothing in this Agreement shall be construed as a waiver of any sovereign immunity of the United States. The Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346(b), 2671-2680 provides the exclusive remedy against the United States for tort claims for monetary damages for personal injury or death or property damages, resulting from the negligent or wrongful act or omissions of federal employees acting within the scope of their employment.
- I. This Agreement is not a fiscal or funds obligation document. Any services, equipment or personnel provided to DHS/FEMA to accomplish the goals anticipated under this agreement are done so without expectation of reimbursement or the payment of fees related to the provisions of such services, equipment or personnel unless otherwise agreed. Any specific work or activity that involves the transfer of funds, services, or property among the parties will require execution of separate agreement, and will be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory or other authority. This Agreement does not provide such authority.
- J. Any ancillary reimbursement agreements must be in writing and signed by both parties.

VII. Effective Date:

The terms of this Agreement will become effective upon the signature of both parties.

VIII. Modifications:

This Agreement may be modified upon the mutual, written consent of the parties.

IX. Termination:

The terms of this Agreement, as modified with the consent of both parties, will remain in effect until seven years after date of signature. The Agreement may be extended by mutual written agreement of the parties. Either party upon 60 days written notice to the other party may terminate this Agreement.

X. Approved By:



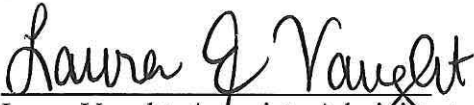
Elizabeth Zimmerman, Associate Administrator
Office of Response & Recovery
Federal Emergency Management Agency

8.9.16
Date



Roy Wright, Associate Administrator
Federal Insurance and Mitigation Administration
Federal Emergency Management Agency

8/5/2016
Date



Laura Vaught, Associate Administrator
Office of Policy
U.S. Environmental Protection Agency

8/3/16
Date

Addendum A
2010 MOA Implementation: Case Studies

Since the signing of the 2010 MOA, DHS/FEMA and EPA have successfully partnered on several pre- and post-disaster activities. This Addendum captures highlights from some of the work that has been implemented. DHS/FEMA and EPA agree to produce a booklet of case studies and lessons learned as part of the implementation of this Agreement.

I. Spirit Lake, North Dakota: Spirit Lake Nation is a tribe in North Dakota that has experienced 17 years of chronic flooding. In 2011, DHS/FEMA, EPA, and outside experts worked with the tribe to develop a land use plan that directs growth away from known flood risk areas and improves overall quality of life on the reservation.

II. Wilmington and New Bern, North Carolina: In 2012, in partnership with DHS/FEMA, the National Oceanic and Atmospheric Administration, and the North Carolina Department of Environment and Natural Resources, EPA worked with the coastal towns of Wilmington and New Bern, North Carolina, to understand potential impacts of extreme weather events, more frequent flooding, and sea level rise on neighborhoods and water and sewer infrastructure and identify ways to reduce vulnerability.

a. The Wilmington project examined ways to protect regional water and sewer infrastructure after a vulnerability assessment revealed that future sea level rise would likely inundate wastewater treatment facilities, pump stations, manholes, and other facilities. The EPA and DHS/FEMA assistance identified land use and infrastructure strategies that could reduce vulnerability, including design solutions such as using green infrastructure to reduce the amount of stormwater that enters or inundates wastewater infrastructure, engineering approaches such as elevating a facility, and land use options such as preserving undeveloped areas that are vulnerable to future flooding.

b. The New Bern project looked at options for using green infrastructure to manage stormwater, reduce flooding risk, and improve water quality in the Gateway District, a historic African-American neighborhood next to downtown. This neighborhood floods regularly because of its ineffective stormwater conveyance system and topography. Parts of the neighborhood are only 1 to 2 feet above sea level. With EPA and FEMA's assistance, the city explored how green infrastructure could help improve stormwater conveyance and reduce ponding on streets and in yards. The city also identified potential locations in the Gateway District for new green infrastructure.

III. Mad River Valley, Vermont: Through EPA's Smart Growth Implementation Assistance Program, EPA and DHS/FEMA worked with several Vermont state agencies, including the Vermont Agency of Commerce and Community Development, and communities in Vermont's Mad River Valley in 2013 to identify smart growth strategies that can help vulnerable communities prepare for and recover from floods. The report and its Flood Resilience Checklist can help any community seeking to become more resilient to future floods.

Report: [Planning for Flood Recovery and Long-Term Resilience in Vermont: Smart Growth Approaches for Disaster-Resilient Communities](#)

IV. Long Island, New York: The Long Island Smart Growth Initiative is part of the Smart Growth Resiliency Partnership, a network of federal, state, and local agencies. The core members of the Partnership are DHS/FEMA, EPA, New York State Department of State, and Nassau and Suffolk Counties. The Initiative currently involves four distinct projects: 1) Resilient Zoning and Building Codes, 2) Ecosystem Service Valuation, 3) Health Impact Assessment, and 4) CommunityViz scenario planning. These projects provide technical assistance to New York communities, build on local recovery and community development planning efforts, and help local practitioners better understand how these development efforts impact long-term resiliency.

FEMA's Community Planning and Capacity Building Recovery Support Function (CPCB RSF) delivers this technical assistance through an Interagency Agreement (IAA) with EPA. The IAA is an effective means of leveraging steady-state programs and applying them to a disaster-specific context. As a result of successes achieved through these agreements and the strengthened partnership between the two agencies, EPA has already contributed additional funds and in-kind contributions toward this agreement, which has allowed the CPCB RSF to amplify support to recovering communities.

Addendum B

FEMA and EPA Coordination Opportunities

As previously stated, this MOA reflects the continued mutual desire of DHS/FEMA and EPA to coordinate networks of nationwide, regional and community-based expertise, practices, initiatives, and programs to work with communities to reduce vulnerability to natural hazard events, recover from disasters that occur, and achieve economic, environmental, and public health outcomes as part of redevelopment and recovery efforts. Coordination can include leveraging resources, information/data sharing, and existing federal and other non-federal relationships:

- Resources: staff time, funding, and technical assistance.
- Information/data sharing: mitigation plan status, environmental justice communities, green infrastructure implementation, recovery plan status, wastewater/drinking water infrastructure, brownfields, and FEMA Stafford Act program implementation.
- Federal Partnerships: partnerships or activities identified in the National Disaster Recovery Framework or Federal Interagency Operational Plan, HUD-DOT-EPA Partnership for Sustainable Communities, Green Infrastructure Collaborative, and other relevant active Memorandums of Agreement or Understanding documents.
- Non-federal relationships: local, state, and tribal governments; universities; and nonprofit organizations.

The manner in which the varieties of coordination can be leveraged will depend on the proposed activity and circumstance. Below are examples of opportunities to coordinate pre- and post-disaster.

Pre-Disaster

Identifying and implementing mitigation, planning and resilience activities prior to an event can expedite and streamline the recovery process. Examples of DHS/FEMA and EPA coordination prior to an event include but are not limited to:

- Leveraging EPA Building Blocks for Sustainable Communities, which provides quick, targeted technical assistance to selected communities using a variety of tools to simulate a discussion about growth and development and strengthen local capacity to implement sustainable approaches. Partnering with DHS/FEMA when implementing this technical assistance can enhance community participation with the following tools:
 - Flood Resilience for Riverine and Coastal Communities;
 - Smart Growth Guidelines for Sustainable Design and Development;
 - Sustainable Strategies for Small Cities and Rural Areas; and
 - Sustainable Land Use Code Audit.
- Leveraging EPA Smart Growth Implementation Assistance (SGIA), which is a competitive program where communities selected receive direct technical assistance from a team of national experts in one of two areas: policy analysis (e.g. reviewing state and local codes, school siting guidelines, etc.) or public participatory processes (e.g. visioning, design workshops, etc.). Where appropriate, the EPA can leverage DHS/FEMA risk reduction and recovery expertise to plan for and implement SGIA technical assistance.
- State, tribal, and local governments engage in hazard mitigation planning to identify natural hazards that impact them, identify strategies and activities to reduce any losses from those hazards, and establish a coordinated approach to implementing the plan. Integrating

sustainable development and resilience concepts into the mitigation planning process can further efforts to reduce losses from future events; DHS/FEMA and EPA can collaborate to ensure mitigation plans incorporate these concepts. Furthermore, DHS/FEMA and EPA can work together to encourage state, tribal, and local governments to align mitigation planning with other relevant planning processes (e.g. land use, capital investment, comprehensive, etc.).

- The FEMA Hazard Mitigation Assistance Division can leverage EPA expertise during the review of the Flood Mitigation Assistance and Pre-Disaster Mitigation grant applications. The EPA can assess and provide input for projects that may propose green infrastructure or sustainable development concepts for flood risk reduction in their application.
- The CPCB RSF coordinates assistance among federal and non-federal partners to help local governments and tribes prepare for disaster recovery. The CPCB RSF works through partners to communicate and coordinate the availability of guidance materials, tools and training for developing local and tribal pre-disaster recovery and resilience plans. The RSF also builds a network of agencies and organizations that are prepared to aid tribes and local governments with planning when disaster strikes. DHS/FEMA can partner with the EPA to ensure that relevant climate adaptation and sustainable development concepts are included in the recovery planning process to increase community resilience.

Post-Disaster

A Presidential Major Disaster Declaration makes available long-term federal recovery and mitigation programs designed to help disaster survivors, businesses and public entities, including the FEMA Hazard Mitigation Grant Program (HMGP) and activation of the CPCB RSF. After an event, deployed DHS/FEMA components and EPA can leverage existing programs, technical assistance and/or initiatives to maximize the recovery effort. For example, the Federal Disaster Recovery Coordinator (FDRC), CPCB RSF Field Coordinator and/or the Mitigation Branch Director can coordinate with EPA staff that are engaged in a Building Blocks grant or SGIA technical assistance projects in or adjacent to the disaster-impacted area to enhance their understanding of the impacted community.

Increased funding and technical assistance associated with a disaster declaration may also provide the opportunity to supplement existing efforts or create new project or funding opportunities; DHS/FEMA components can integrate EPA subject matter experts to better inform the recovery process. For example, EPA subject matter experts can provide advice and guidance for applicants who may want to use green infrastructure or sustainable development projects to reduce their risk to future events. Where appropriate, DHS/FEMA components can also use Mission Assignments (MA) or Interagency Agreements (IAA) to task the EPA to provide essential assistance during the recovery phase of a disaster.

EPA and DHS/FEMA have agreed to create a field operations guide, which will further capture and explore specific pre- and post-disaster coordination opportunities. This guide will be shared and socialized with relevant partners to promote the use of the MOA and clarify areas of coordination.

Addendum C
Sample Mission Assignment (MA) and Interagency Agreement: DR-4085

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DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY MISSION ASSIGNMENT (MA)		See Reverse for Paperwork Burden Disclosure Notice	O.M.B. NO. 1660-0047 Expires March 31, 2014
I. TRACKING INFORMATION (FEMA Use Only)			
State NY (New York) Incident:2012102505-Hurricane Sandy		NEMIS Number 1509-162675	
Program Code/Event Number 4085DR-NY: HURRICANE SANDY		Date/Time Received 01/14/2013 23:02	
II. ASSISTANCE REQUIRED <input type="checkbox"/> See Attached			
Assistance Requested EPA to provide two resources for the following: 1 - EPA representative with reach back into the agency to provide expertise RSS development. Senior level staff person with expertise in environmental regulation and Interagency coordination. 1 - Assistance with the integration of sustainability and resiliency inputs into the Recovery Support Strategy for New York.			
Delivery Location NY JFO, 118-35 Queens Blvd. Forest Hills, NY 11357	Internal Control Number ARF 197-529	Date/Time Required 01/14/2013	
Initiator/Requestor Name Dan Alexander	24 Hour Phone Number (202) 436-5030	Email Address daniel.alexander@fema.dhs.gov	Date 01/14/2013
Site POC Name TANG, NEWTON	24 Hour Phone Number (212) 680-8501	Email Address newton.tang@fema.dhs.gov	Date 01/14/2013
* State Approving Official (Required for DFA and TA)			Date
III. INITIAL FEDERAL COORDINATION (Operations Section)			
Action to:	<input type="checkbox"/> ESF #: _____ <input checked="" type="checkbox"/> Other: _____	Date/Time 01/14/2013 22:56	Priority <input type="checkbox"/> 1. Lifesaving <input checked="" type="checkbox"/> 3. High <input type="checkbox"/> 2. Life sustaining <input type="checkbox"/> 4. Medium
IV. DESCRIPTION (Assigned Agency Action Officer) <input checked="" type="checkbox"/> See Attached			
<u>Statement of Work</u> EPA representative- Requirement for EPA representative with reach back into the agency to provide expertise RSS development. Senior level staff person with expertise in environmental regulation and Interagency coordination. Representative will establish and maintain close coordination and working relationship with FEMA Your agency must validate the unliquidated MA balance at least annually as stipulated by FEMA to maintain reimbursable authority. Accrual data must also be provided to FEMA no later than the third business day after fiscal quarter end close. Information can be submitted FEMA-Disaster-MA-ULO@DHS.gov			
Assigned Agency EPA (ENVIRONMENTAL PROTECTION AGY)		Projected Start Date 01/31/2013	Projected End Date 03/31/2013
<input checked="" type="checkbox"/> New or <input type="checkbox"/> Amendment to MA #:		Total Cost Estimate \$29,660.00	
ESF/OFA Action Officer ADHIR KACKAR, PROJECT MANAGER		Phone No. (202) 566-2846	Email kackar.adhir@epa.gov
V. COORDINATION (FEMA Use Only)			
Type of MA: <input type="checkbox"/> Direct Federal Assistance State Cost Share (0%, 10%, 25%) <input type="checkbox"/> Technical Assistance State Share (0%) <input checked="" type="checkbox"/> Federal Operations Support State Share (0%)			
State Cost Share Percent 0.0 %		State Cost Share Amount: \$ 0.00	
Fund Citation: 2013-06-4085DR-9024-XXXX-2501-D		Appropriation code: 70X0702	
Mission Assignment Manager (Preparer) LAWRENCE CIACCI			Date 02/01/2013
** FEMA Project Manager/Branch Director (Program Approval) NEWTON TANG			Date 02/01/2013
** Comptroller/Funds Control (Funds Review) GRYSZKOWIEC, MICHAEL			Date 02/04/2013
VI. APPROVAL			
*State Approving Official (required for DFA and TA):			Date
**Federal Approving Official (required for all): DANIEL ALEXANDER			Date 02/04/2013
VII. OBLIGATION (FEMA Use Only)			
Mission Assignment Number 4085DR-NY-EPA-06	Amount This Action \$ 29,660.00	Date/Time Obligated 02/04/2013	
Amendment Number 00	Cumulative Amount \$ 29,660.00	Initials IFMIS	
* Signature required for Direct Federal Assistance and Technical Assistance MAs. ** Signature required for all MAs.			

FEDERAL EMERGENCY MANAGEMENT AGENCY
INTERAGENCY AGREEMENT

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1. INTERAGENCY AGREEMENT NO.
 HSFE02-14-X-5004

2. EFFECTIVE DATE

3. PROJECT/REQUISITION NO.

4. ISSUED BY
 DEPARTMENT OF HOMELAND SECURITY
 FEDERAL EMERGENCY MANAGEMENT AGENCY
 JOINT FIELD OFFICE - DR-4085-NY
 118-35 QUEENS BLVD.
 FOREST HILLS NY 11375

5. NAME, TITLE & PHONE NUMBER OF EACH GOVERNMENT PROJECT OFFICER FOR BOTH AGENCIES
 Ken Curtin (202-294-3522)

 (FEMA PO)

6. AGENCY PERFORMING SERVICE
 ENVIRONMENTAL PROTECTION AGENCY
 US ENVIRONMENTAL PROTECTION

26 MARTIN LUTHER KING DR
 CINCINNATI OH 452202242
 Tin #: 520852695 Duns #: 029128894

Rabi Kiebar (212-637-4448)

 (Other Agency's Project Monitor)

7. PROJECT TITLE
 HURRICANE SANDY NATIONAL DISASTER RECOVERY SUPPORT
 STATE OF NEW YORK - DR-4085-NY

8. PROJECT OBJECTIVE

In accordance with the National Disaster Recovery Framework (NDRF) and its Community Planning & Capacity Building Support Function (RSF), under Mission Assignment 4085DR-NY-EPA-06, the objectives of this work are to ensure the activities and outcomes identified in the NDRF and Recovery Support Strategy (RSS) are achieved in accomplishment of the mission to integrate Federal assets and technical assistance to help State and Tribal governments and communities address long-term environmental and cultural resource recovery and long-term resiliency needs. The work will be performed at the Joint Field Office (JFO) or Sandy Recovery Office (SRO) in New York, or other locations determined in coordination with FEMA, and in collaboration and coordination with the Federal Coordinating Officer (FCO) and the Federal Disaster Recovery Coordinator (FDRC).

See attached Statement of Work.

9. PERFORMANCE PERIOD OF AGREEMENT
 Date of execution of IAA to February 16, 2015

10. ACCOUNTING AND APPROPRIATION DATA
 2014 06 4085 9024 2555D

11. DOLLAR VALUE OF AGREEMENT
 220,000.00

12. FUNDING (The Federal Emergency Management Agency agrees to 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.)

Monthly invoices-see Attachment
 FEMA Finance Center
 Attn: Vendor Payments (DR4085)
 P.O. Box 9001
 Winchester, VA 22604

(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
 See paragraph A.2. Authority

(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.)

14. SIGNATURE OF PERSON AUTHORIZED TO SIGN


DATE
 11/19/13

16. SIGNATURE OF PERSON AUTHORIZED TO SIGN

DATE

15. TYPE NAME & TITLE OF PERSON AUTHORIZED TO SIGN
 Armina K. Nolan, Award Official

17. TYPE NAME & TITLE OF PERSON AUTHORIZED TO SIGN
 Douglas Porter
 Contracting Officer
 FEDERAL EMERGENCY MANAGEMENT AGENCY

FEDERAL EMERGENCY MANAGEMENT AGENCY
INTERAGENCY AGREEMENT

PAGE 1 OF 16

1. INTERAGENCY AGREEMENT NO. HSFE02-14-X-5004
2. EFFECTIVE DATE
3. PROJECT/REQUISITION NO.

4. ISSUED BY
DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
JOINT FIELD OFFICE - DR-4085-NY
118-35 QUEENS BLVD.
FOREST HILLS NY 11375

5. NAME, TITLE & PHONE NUMBER OF EACH GOVERNMENT PROJECT OFFICER FOR BOTH AGENCIES

Ken Curtin (202-294-3522)
(FEMA PO)

6. AGENCY PERFORMING SERVICE
ENVIRONMENTAL PROTECTION AGENCY
US ENVIRONMENTAL PROTECTION

26 MARTIN LUTHER KING DR
CINCINNATI OH 452202242
Tin #: 520852695 Duns #: 029128894

Rabi Kieber (212-637-4448)
(Other Agency's Project Monitor)

7. PROJECT TITLE
HURRICANE SANDY NATIONAL DISASTER RECOVERY SUPPORT
STATE OF NEW YORK - DR-4085-NY

8. PROJECT OBJECTIVE

In accordance with the National Disaster Recovery Framework (NDRF) and its Community Planning & Capacity Building Support Function (RSF), under Mission Assignment 4085DR-NY-EPA-06, the objectives of this work are to ensure the activities and outcomes identified in the NDRF and Recovery Support Strategy (RSS) are achieved in accomplishment of the mission to integrate Federal assets and technical assistance to help State and Tribal governments and communities address long-term environmental and cultural resource recovery and long-term resiliency needs. The work will be performed at the Joint Field Office (JFO) or Sandy Recovery Office (SRO) in New York, or other locations determined in coordination with FEMA, and in collaboration and coordination with the Federal Coordinating Officer (FCO) and the Federal Disaster Recovery Coordinator (FDRC).

See attached Statement of Work.

9. PERFORMANCE PERIOD OF AGREEMENT
Date of execution of IAA to February 16, 2015

10. ACCOUNTING AND APPROPRIATION DATA
2014 06 4085 9024 2555D

11. DOLLAR VALUE OF AGREEMENT
220,000.00

12. FUNDING (The Federal Emergency Management Agency agrees to 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.)

Monthly invoices-see Attachment
FEMA Finance Center
Attn: Vendor Payments (DR4085)
P.O. Box 9001
Winchester, VA 22604

(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
See paragraph A.2. Authority

(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.)

14. SIGNATURE OF PERSON AUTHORIZED TO SIGN	DATE	16. SIGNATURE OF PERSON AUTHORIZED TO SIGN	DATE
--	------	--	------

15. TYPE NAME & TITLE OF PERSON AUTHORIZED TO SIGN	17. TYPE NAME & TITLE OF PERSON AUTHORIZED TO SIGN Douglas Porter Contracting Officer FEDERAL EMERGENCY MANAGEMENT AGENCY
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PART A - IAA No. HSFE02-14-X-5004

A.1 PRICE/COST SCHEDULE

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY	UNIT	UNIT PRICE	AMOUNT
0001	Community Planning Capacity Building Support Function Services	1.00	LOT	\$220,000.0000	\$220,000.00
	FUNDING/REQ NO: 1:			\$220,000.00	NN00166Y2014T
GRAND TOTAL ---					<u>\$220,000.00</u> =====

ACCOUNTING AND APPROPRIATION DATA:

ACRN APPROPRIATION	REQUISITION NUMBER	AMOUNT
1 2014-06-4085DR-9024--2555-D	NN00166Y2014T F	\$220,000.00

PART A - IAA No. HSFE02-14-X-5004

PART A - GENERAL TERMS & CONDITIONS

A.2. PURPOSE

This Part of the IA (hereinafter "Part A") describes the terms and conditions that govern the provision of acquisition assistance between FEDERAL EMERGENCY MANAGEMENT AGENCY, hereinafter "the Requesting Agency" and ENVIRONMENTAL PROTECTION AGENCY, hereinafter "the Servicing Agency."

No fiscal obligations are created through the execution of Part A. A fiscal obligation arises when the Requesting Agency demonstrates a bona fide need, provides the necessary requirements and funding information to the Servicing Agency and both parties execute a funding document using Part B of this IA or an alternate funding document.

A.3. AUTHORITY

The parties' authority to enter into this interagency agreement is (check applicable box):

The Economy Act (31 U.S.C. 1535)

Franchise Fund (e.g., 31 U.S.C. 501 note) or Revolving Fund (e.g., 40 U.S.C. 321) Identify specific statutory authority:

Other (identify specific statutory authority or authorities)

Executive Order dated 12/7/2012;
National Disaster Recovery Framework;
42 U.S.C. §5121, Stafford Act

A.4. PART A IDENTIFIER

General T&C and SOW

A.5. SCOPE

a. Organizations authorized to request acquisition assistance

The following organizations in the Requesting Agency are authorized to obtain assistance from the Servicing Agency. Note: The organization(s) identified in Section 1 of Part B must be listed in this section.

DEPARTMENT OF HOMELAND SECURITY/FEDERAL EMERGENCY
MANAGEMENT AGENCY

b. Organizations authorized to provide acquisition assistance

The organizations in the Servicing Agency are authorized to provide assistance to the Requesting Agency. Note: The organization identified in Section 1 of Part B must be listed in this section.

ENVIRONMENTAL PROTECTION AGENCY

PART A - IAA No. HSFE02-14-X-5004

c. Types of products or services that may be acquired

The following types of services or products may be acquired through interagency acquisition pursuant to this IA. Note: The need described in Section 6 of Part B must fall within the scope of products or services described below.

See attached Scope of Work.

d. Limitations

The following restrictions apply:

NONE

A.6. PERIOD OF AGREEMENT

The terms and conditions described in Part A of the IA become effective when signed by authorized officials of both agencies and remain effective until 02-16-2015, unless amended in accordance with Section 11 or terminated in accordance with Section 12.

A.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed fifteen (15) months.

A.8. ROLES & RESPONSIBILITIES OF SERVICING AGENCY & REQUESTING AGENCY

The effective management and use of interagency contracts is a shared responsibility of the Requesting Agency and the Servicing Agency. The parties hereby agree to the following roles and responsibilities, which are derived from the Checklist in Appendix 1 of Interagency Acquisitions, guidance issued by the Office of Federal Procurement Policy.

A.9. BILLING & PAYMENT

The Requesting Agency will pay the Servicing Agency for costs of each contract or task/delivery order. Billings may include the amounts due under the contract or order plus any assisted service fees identified in Part B of this IA.

Reimbursable billings are delinquent when they are 45 or more calendar days old (from date of the billing). When billings remain delinquent over 45 calendar days and the Requesting Agency has not indicated a problem regarding services, the Servicing Agency may choose not to award any new contract/orders or modifications to existing contract/orders for the Requesting Agency (or the client within) and termination of existing services will be considered and negotiated with the Requesting Agency.

The Requesting Agency shall be responsible for interest owed under the Prompt Payment Act except that the Servicing Agency shall be responsible for interest owed to the contractor due to delays created by actions of the Servicing Agency.

PART A - IAA No. HSFE02-14-X-5004

A.10. SMALL BUSINESS CREDIT

Any contract actions executed by the Servicing Agency on behalf of the Requesting Agency will allocate the socio-economic credit to the Requesting Agency at the lowest FIPS 95-2 Agency/Bureau component as identified by the Requesting Agency. If the code is not provided, the Servicing Agency will allocate the credit to the highest Requesting Agency FIPS 95-2 Code.

A.11. CONTRACT TERMINATION, DISPUTES AND PROTESTS

If a contract or order awarded pursuant to this IA is terminated or cancelled or a dispute or protest arises from specifications, solicitation, award, performance or termination of a contract, appropriate action will be taken in accordance with the terms of the contract and applicable laws and regulations. The Requesting Agency shall be responsible for all costs associated with termination, disputes, and protests, including settlement costs, except that the Requesting Agency shall not be responsible to the Servicing Agency for costs associated with actions that stem from errors in performing the responsibilities assigned to the Servicing Agency. The Servicing Agency shall consult with the Requesting Agency before agreeing to a settlement or payments to ensure that the Servicing Agency has adequate time in which to raise or address any fiscal or budgetary concerns arising from the proposed payment or settlement.

A.12. REVIEW OF PART A

The parties agree to review jointly the terms and conditions in Part A at least annually if the period of this agreement, as identified in Section 5, exceeds one year. Appropriate changes will be made by amendment to this agreement executed in accordance with Section 11. The parties further agree to review performance under this IA to determine if expectations are being met and document a summary of their assessment. The responsible reviewing official at each agency shall sign and date the assessment.

A.13. AMENDMENTS

Any amendments to the terms and conditions in Part A shall be made in writing and signed by both the Servicing Agency and the Requesting Agency.

A.14. IA TERMINATION

This IA may be terminated upon 15 calendar days written notice by either party. If this agreement is cancelled, any implementing contract/order may also be cancelled. If the IA is terminated, the agencies shall agree 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 IA, 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.

A.15. INTERPRETATION OF IA

If the Servicing Agency and Requesting Agency are unable to agree about a material aspect of either Part A or Part B of the IA, the parties agree to engage in an effort to reach mutual agreement in the proper interpretation of this IA, including amendment of this IA, as necessary, by escalating the dispute within their respective organizations.

If a dispute related to funding remains unresolved for more than 45 calendar days after the parties have engaged in an escalation of the dispute, the parties agree to refer the matter to their respective Agency Chief Financial Officers with a recommendation that the parties submit the dispute to the CFO Council Intragovernmental Dispute Resolution Committee for review in accordance with Section VII of Attachment 1 to the Treasury Financial Manual, Volume 1, Bulletin No. 2007-03, Intragovernmental Transactions, Subject: Intragovernmental Business Rules, or subsequent guidance.

PART A - IAA No. HSFE02-14-X-5004

A.16. SIGNATURES

REQUESTING AGENCY OFFICIAL:

Signature: _____ Date:

Name: Douglas Porter

Title: Contracting Officer

Agency: FEDERAL EMERGENCY MANAGEMENT AGENCY

Address: Attn: Acquisitions/Contracting
DHS/FEMA
118-35 Queens Blvd.
Forest Hills, NY 11375

Phone: 202-340-9854

E-mail & fax: douglas.porter@fema.dhs.gov

SERVICING AGENCY OFFICIAL:

Signature: Bob Phillips for Date: 06/19/13

Name: Armina K. Nolan

Title: Award Official

Agency: ENVIRONMENTAL PROTECTION AGENCY

Address: ¹²⁰⁰
~~10200~~ Sixth Avenue
Seattle, WA 98101

Phone: 206-553-0530

E-mail & fax: Nolan.armina@epa.gov

PART A - IAA No. HSFE02-14-X-5004

PART B - REQUIREMENTS & FUNDING INFORMATION

B.1. PURPOSE

This Part of the IA (hereinafter "Part B") serves as the funding document. It provides specific information on the requirements of FEDERAL EMERGENCY MANAGEMENT AGENCY, hereinafter "the Requesting Agency" sufficient to demonstrate a bona fide need and identifies funds associated with the requirement to allow ENVIRONMENTAL PROTECTION AGENCY, hereinafter "the Servicing Agency," to provide acquisition assistance and conduct an interagency acquisition.

B.2. AUTHORITY

The parties' authority to enter into this interagency agreement is (check applicable box):

The Economy Act (31 U.S.C. 1535)

Franchise Fund (e.g., 31 U.S.C. 501 note) or Revolving Fund (e.g., 40 U.S.C. 321) Identify specific statutory authority:

Other (identify specific statutory authority or authorities)

Executive Order dated 12/7/2012;
National Disaster Recovery Framework;
42 U.S.C. §5121, Stafford Act

B.3. PART B IDENTIFIER

Funding Information

B.4. GENERAL TERMS & CONDITIONS

Activities undertaken pursuant to this document are subject to the general terms and conditions set forth in Part A, General T&C and SOW. Part A is located at (check applicable box):

Attached

B.5. PROJECT TITLE

HURRICANE SANDY NATIONAL DISASTER RECOVERY SUPPORT

B.6. DESCRIPTION OF PRODUCTS OR SERVICES / BONA FIDE NEED

This section describes the goods or services that will be acquired from a contractor by the Servicing Agency on behalf of the Requesting Agency under this IA.

If the goods and/or services to be acquired are described in an attachment, check the box below and describe the attachment.

Description of goods or services is attached.

PART A - IAA No. HSFE02-14-X-5004

B.7. BILLING AND PAYMENT

The Servicing Agency will pay contractor invoices from amounts identified in section 12 on a reimbursable basis. The Servicing Agency will present an itemized statement to the Requesting Agency for reimbursement of incurred contract costs and assisted services support costs. The Requesting Agency will pay reimbursable billings to the Servicing Agency from funds identified in section 12. See section 7 of Part A for additional terms and conditions addressing billing and payment.

B.8. OBLIGATION INFORMATION

Servicing Agency and Requesting Agency shall complete the table below.

Common Agreement Number: HSFE02-14-X-5004

Requirement: Severable Service

Type of Requirement (Product / Severable Service / Non-severable Service): Severable Service

B.9. REQUESTING AGENCY FUNDING INFORMATION

The Requesting Agency's Certifying Official shall complete the table & certification.

Basic appropriation symbol (Treasury account symbol): 700702

Amount obligated (contract costs plus assisting agency's service fee):

Fund citation (line of accounting):
2014 06 4085 9024 2555D

Appropriation expiration date: 02-16-2015

Unique restrictions on funding (if any):

Business event type code:

Agency location code (8-digit) for IPAC: 70-07-0002

DUNS/BPN number (Business Partner Network or BPN #): 03-775-1583

Funding agency code: 7007

Funding office code: 4085NY

PART A - IAA No. HSFE02-14-X-5004

Requesting Agency Funds Certifying Official

I certify that the funds cited above are properly chargeable for the purposes set forth in paragraphs B.4 and B.11 of this IA

Signature: W. Hamrick Date: 15 NOV 2013

Printed Name: William Hamrick

Title: Comptroller

Office: DR-4085-NY Finance/Administration

B.10. SERVICING AGENCY FUNDING INFORMATION

The Servicing Agency shall complete the table below.

Basic appropriation symbol (Treasury account symbol): 68X8145

Fund citation (line of accounting): N/A

Business event type code: COLL

Agency location code (8-digit) for IPAC: 68010727

DUNS/BPN number (Business Partner Network or BPN #): 029128894

B.11. DESCRIPTION OF REQUESTING-AGENCY SPECIFIC RESTRICTIONS

This section identifies unique restrictions applicable to the Requesting Agency regarding acquisition, other than funding. Note: unique restrictions on funding should be identified in paragraph B.12.

NONE

B.12. SMALL BUSINESS CREDIT

The Servicing Agency shall use the following FIPS 95-2 Code to identify the Requesting Agency in FPDS: . Note: If the code is not provided, the Servicing Agency will allocate the credit to the highest Requesting Agency FIPS 95-2 Code.

B.13. AMENDMENTS

Any amendments to the terms and conditions in Part B shall be made in writing and signed by both the Servicing Agency and the Requesting Agency.

PART A - IAA No. HSFE02-14-X-5004

B.14. CONTACT INFORMATION

Servicing Agency Contracting POC

Name:

Address: Ted Cochin, Community Assistance & Research
EPA Office of Sustainable Communities 1807T
1200 Pennsylvania Avenue NW
Washington, DC 20460

Email:

Phone/Fax: 202-566-2181/202-566-0292

Servicing Agency Financial POC

Name: Liz Kellum

Address: U.S. EPA Cincinnati Finance Center
Accounts Receivable Branch

Email: kellum.elizabeth@epa.gov

Phone/Fax: 513-487-2885/

Requesting Agency Program Office POC

Name: Ken Curtin

Address: Federal Emergency Management Agency
DHS/FEMA
118-35 Queens Blvd.
Forest Hills NY 11375

Email: ken.curtin@fema.dhs.gov

Phone/Fax: 202-294-3522/718-575-7505

Requesting Agency Financial POC

Name: William Hamrick

Address: Comptroller
118-35 Queens Blvd.
Forest Hills NY 11375

Email: william.hamrick@fema.dhs.gov

Phone/Fax: 202-815-7555/

B.15. SIGNATURES

By signing this document, the Requesting Agency confirms that a bona fide need exists and that funds are for the designated purpose, meet time limitations, and are legally available for the acquisition described in this document; that all unique funding and procurement requirements, including all statutory and regulatory requirements applicable to the funding being provided, have been disclosed to Servicing Agency; and all internal reviews and approvals required prior to transferring funds to the Servicing Agency have been completed. The Servicing Agency's acceptance of this document creates an obligation on the part of the Requesting Agency.*

Requesting Agency Official

Signature: _____ Date:

Printed name: Douglas Porter

Title: Contracting Officer

Agency: FEDERAL EMERGENCY MANAGEMENT AGENCY

Servicing Agency Official

Signature: Armina K. Nolan Date: 11/19/17

Printed name: Armina K. Nolan

Title: Award Official

Agency: ENVIRONMENTAL PROTECTION AGENCY

Scope of Work (SOW) and /or Performance Work Statement (PWS)

Over the last 7 months, in order to support the long term recovery efforts, EPA and FEMA, in consultation with the New York State (NYS) Department of State - Smart Growth Office and the Metropolitan Transportation Authority (MTA), and Suffolk and Nassau County Planning Departments have been working on an approach to augment current and upcoming planning activities on LI during the development of their New York Rising and other plans.

Over the next 15 months, EPA is proposing to work to support New York NDRF/FDRC Hurricane Sandy recovery efforts and the implementation of the recommendations outlined in the New York Recovery Support Strategy by providing technical assistance, data, and an array of community support tools. Specifically, EPA will provide resources for the following:

1. EPA will continue to co-chair the informal Smart Growth Sandy Recovery New York Working Group that has representatives from New York State, Suffolk and Nassau Counties, EPA, MTA, and the NDRF/FDRC.
2. Building on the work accomplished over the last nine months under the initial Mission Assignment, which includes the procurement of contractor support and grant funding, EPA will continue to assist in the implementation of the New York Recovery Support Strategy and the Smart Growth, Environmental Justice, Scenario Planning, and renewable energy work outlined in the three white papers developed by the informal Smart Growth Working Group and related NDRF staff.
3. Provide technical expertise and data for the scenario planning tool that is being tailored to and piloted in the Sandy recovery process.
4. Provide technical assistance to select communities through EPA's various Technical Assistance programs.
5. In conjunction with the NDRF/FDRC and informal Smart Growth Working Group, EPA will work to assist communities in incorporating health impact assessments into their recovery planning efforts. To do so, EPA will provide training to a pilot group of New York Rising communities and federal recovery staff and will conduct a Health Impact Assessment (HIA) for a pilot community (both will be selected by the partners in the informal Smart Growth Working Group). The HIA will help communities being impacted by the recovery process analyze the health impact of various development options that are being explored as part of their rebuilding process.
6. In order to support for the state's work, we propose to deliver a training program that will build the capacity of recovery staff to assist impacted communities to use scenario planning and the Health Impact Assessment (HIA) tools to analyze their policies and activities in carrying out redevelopment. EPA has created and field-validated a number of tools to support conducting HIAs in different development and policymaking contexts; we will be presenting these tools and instructing recovery staff on how to use them.

7. We will work with FEMA to conduct a training program in scenario planning for recovery staff in support of LI's rebuilding process. We have identified CommunityViz® (<http://placeways.com/communityviz/>) as a particularly promising tool for conducting scenario planning and evaluating the cumulative effects of community development decisions using a geographically-based data and analysis platform. The tool allows users to consider a range of community variables that could change with development, observe in "real-time" tradeoffs between planning choices, and explore mitigation options. CommunityViz can help governments or organizations conduct a comprehensive recovery planning process that intensively engages local citizens.

Deliverables Include (but not limited to):

- 1) Three 3-day workshops on smart growth and sustainable community related topics as identified by the impacted counties/communities. Topics could include climate adaptation, green streets, aging in place, economic & fiscal health or other themes of interest to a particular community.
- 2) A training on the HIA methodology to select New York Rising communities (and federal recovery staff) and a completed HIA in a pilot community.
- 3) Three one-day trainings for federal, state, and local recovery staff on CommunityViz, community outreach and Health HIA.
- 4) One Long Island Regional Roundtable that will: 1) how the residential shifts due to the storm will affect non-impacted communities; 2) what the priorities and opportunities for growth that will allow for residential movement away from the coast; and 3) what the economic and health impacts are for that shift away from the coast.
- 5) A set of "Next Steps" memos for communities receiving EPA technical assistance.
- 6) Training of recovery staff on principles of scenario planning and the CommunityViz software package and introduce trainees to databases that will be useful in the rebuilding process.
- 7) A training program of recovery staff on principles of scenario planning, the CommunityViz software package and introduce trainees to databases that will be useful in the rebuilding process.
- 8) A training program for recovery staff on the HIA platform.

EPA representatives will establish and maintain close coordination and a working relationship with FEMA NDRF/FDRRC, as well as establishing critical partnerships with federal, state and local environmental assessment, regulation and management agencies.

Budget

EPA Support:

- EPA will provide staff time to assist in the implementation of this IAA.
- EPA will provide approximately \$30,000 in contractor support for the implementation of a regional planning roundtable in Long Island.
- EPA will provide approximately \$20,000 in contractor support for a scenario planning and community training for federal and state recovery staff.
- Provide Brownfields Targeted Assessment funds to support the assessment of several brownfields sites in selected communities.

Budget Request to FEMA: \$220,000

- EPA travel from various offices including Washington, DC, and Cincinnati Ohio: **\$30,000**
- Contractor funding for at least three Smart Growth Technical assistance programs: **\$95,000**
- Contractor support for conducting a training program on scenario planning, use of GIS platform and the CommunityViz software package **\$50,000**
- Contractor support for conducting a training program on HIAs **\$20,000**
- Contractor support for the economic analysis to support Long's Island development recovery decisions: **\$25,000**

ATTACHMENT TO PART A – CONTINUATION

A.8 ROLES & RESPONSIBILITIES OF SERVICING AGENT. Status reports are to be provided to FEMA's Contracting Officer Representative based on the Federal Disaster Recovery Coordinator's Report-Out Schedule.

A.9 BILLING & PAYMENT – INVOICING INSTRUCTIONS

Invoices: An invoice is a written request for payment under this contract for supplies delivered or for services rendered. Invoices shall be submitted every thirty (30) days in arrears for the supplies or services rendered.

Payment of invoices under this agreement shall be made in accordance with the terms and conditions of the Prompt Payment clause and in accordance with the provisions or other clauses in this agreement. Failure or refusal to provide the following information on all invoices submitted may result in the invoice being considered improper for payment in accordance with the Prompt Payment clause. In order to be proper, an invoice must include, as applicable, the following:

- a. **General information**
 1. **Name of Agency.**
 2. **Invoice date.**
 3. **Agreement number, contract line item number, if any, description of supplies or services, quantity, unit of measure and unit price and extended total.**
 4. **Name, title, phone number and complete mailing address of responsible official who can be contacted in the event of an improper invoice, if there are questions, or additional information is needed by this agency to process payment.**
 5. **Invoices shall be prepared and submitted to the address contained in Item 12 on the front of the Interagency Agreement. In addition, a copy of each invoice shall be e-mailed to FEMA-FINANCE-VENDOR-PAYMENTS@FEMA.DHS.GOV and to the FEMA POC identified in Item 5 on the front of the Interagency Agreement.**

Additional Mission Statement

EHP, as well as establishing critical partnerships with federal, state and local environmental assessment, regulation and management agencies. Individual will provide relevant baseline and impact information to be reported in the MSA and identifying federal resources to be built into the RSS. This support is only required for 60 days during the RSS development and early implementation.

Sustainability/Resiliency-

U.S. Environmental Protection Agency will coordinate arrival and assignment of staff to assist with development of sustainability/resiliency inputs to the Recovery Support Strategy for areas affected in NY by Hurricane Sandy. Staff will report to the Federal Disaster Recovery Coordinator (FDRC) for Recovery Support. Principal location is the JFO. Representatives will report to locations as directed by the FDRC or designated alternate. Deliverables include (but not limited to) providing support to Recovery Support Functions with disciplines in areas of community sustainability and resiliency and assist in the development of a sustainability/resiliency component within the FDRC's Recovery Support Strategy.