

INTERAGENCY AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
NATIONAL CAPITAL REGION
AND
THE UNITED STATES OF AMERICA
DEPARTMENT OF THE ARMY

11/96

This Interagency Agreement made and entered into between the United States of America, Department of the Interior, National Park Service, National Capital Region, hereinafter referred to as "the Service", and the United States of America, Department of the Army, acting through the Corps of Engineers, Baltimore District, hereinafter referred to as "the Corps".

WITNESSETH:

WHEREAS, the Service has jurisdiction and responsibility for the maintenance and repair of approximately sixteen miles of shoreline and seawalls along the Potomac and Anacostia Rivers; and

WHEREAS, the Corps manages and executes Civil Works Programs which include research and development, planning, design, construction, operation and maintenance, and real estate activities related to rivers, harbors and waterways; and

WHEREAS, the Service desires to institute a phased program of repair, rehabilitation, and/or reconstruction of the seawalls along the Potomac and Anacostia Rivers and has determined that the Corps, with its expertise in assessing and performing such work, is the appropriate agency to advise the Service and, if required, supervise its seawall restoration project; and

WHEREAS, the Corps prepared for the Service the March 1980 "Report on the Condition of and Recommendations for Future Investigations of the Seawall, Potomac Park, Washington, D.C.," and therefore has first-hand knowledge of the Service's seawall problems, and

WHEREAS, the Corps consents to advise the Service in its seawall restoration project and, if requested by the Service, to administer and/or supervise any rehabilitation and/or reconstruction work on said project.

NOW, THEREFORE, pursuant to the authority contained in the Rivers and Harbors Act of 1894, as amended, 33 U.S.C. 1 et seq.; the Act of August 25, 1916, as amended and supplemented, 16 U.S.C. 1 et seq.; and the Act of September 13, 1982; 31 U.S.C. 1535, the parties hereto agree as follows:

I. THE SERVICE AGREES TO:

A. Work closely with the Corps to develop a seawall rehabilitation project to repair, rehabilitate, and/or replace the seawalls under the jurisdiction of the Service along the Anacostia and Potomac Rivers.

B. Request assistance from the Corps to complete the phased repair, rehabilitation and/or replacement of the seawalls. Assistance may include the conducting of studies, tests, and surveys, the development of recommendations, the development of contract specifications, and contract administration and project management.

C. Negotiate with the Corps, Task Directives, to be submitted to the Corps as amendments to this agreement, that will achieve the project objectives. These Task Directives will be in the format set forth in Section III.B. of this Interagency Agreement.

D. Provide funding on a reimbursable basis, in an amount not to exceed the funding level established in each Task Directive.

E. Designate a Seawall Project Manager who will serve as the liaison to the Corps for this Interagency Agreement.

F. Provide the Corps with copies of all photographs, maps, videos, plans, and other historic records in Service files which relate to the seawalls.

G. Provide timely review and approval for all scopes of work and final contract documents, including both those initiated by the Corps and those initiated by independent contractors, prior to the Corps entering into commitments to perform work under Task Directives.

H. Work closely with the Corps in the investigation, design, procurement, and construction processes to ensure that the completed project is acceptable to the Service.

I. Perform periodic reviews of Corps management of the project to assure compliance with Task Directives, and to notify the Corps' Seawall Project Manager if, in the opinion of the Service, any discrepancies occur between the Task Directives and the actual work being performed. The Corps' Seawall Project Manager shall take such actions as are necessary to resolve the discrepancies to the satisfaction of the Service.

J. Allow the Corps to conduct all communications with consultants and/or contractors of the Corps regarding the phased seawall rehabilitation project.

II. THE ARMY ACTING THRU THE CORPS AGREES TO:

A. Provide technical expertise to assist the Service with planning, design, construction, and maintenance for the Service's seawall rehabilitation project as requested through Task Directives.

B. Provide administration and supervision of the seawall rehabilitation project as delineated in Task Directives, and be responsible for dealing directly with Corps employees, consultants, and/or contractors on all matters related to the seawall rehabilitation project.

C. Provide copies of all studies, records, specifications, drawings (including design drawings and "as constructed drawings"), calculations, correspondence, photographs, estimates, warranties, guaranties, operation and maintenance manuals, and all other related documents to the Service upon completion of each Task Directive.

D. Provide periodic progress reports on work authorized in Task Directives. Frequency and content of reports will be addressed in more detail in Task Directives. Such reports shall include a detailed discussion of technical accomplishments, any present or anticipated problems, financial projections for remaining work, scheduling, and recommendations for continued work. In addition, the Corps agrees to brief the Service on a quarterly basis, and to meet with the Service as requested to discuss the project.

E. Obtain Service approval, in writing, of work performed by the Corps and/or Corps contractors prior to final acceptance of the work.

F. Designate a Seawall Project Manager who will serve as the liaison to the Service for this Interagency Agreement.

G. In coordination with and on behalf of the Service, initiate and conduct all contracts and communication on the seawall rehabilitation project with other interested and affected agencies, organizations, and individuals, and assist and participate in responding to inquiries received by either the Service or the Corps.

H. Work with the Service, as requested in Task Directives, to prepare all documents necessary for compliance with the National Historic Preservation Act, as amended, 16 U.S.C. 470 et seq.; the National Environmental Policy Act of 1969, 42 U.S.C. 4321 et seq., and any other acts which may require review of any aspect of this project. The Corps will provide technical support to the Service for preparation of the necessary compliance documents.

III. GENERAL PROVISIONS:

A. Terms of this Interagency Agreement shall be as follows:

1. This Interagency Agreement shall be in effect from the date of execution through December 31, 1995, unless earlier terminated or extended as provided herein, at which time it shall be reviewed to determine whether it should be renewed, modified, or terminated. ✓

2. This Interagency Agreement may be amended at any time by mutual agreement of both parties. Any amendment to this Interagency Agreement must be in writing.

3. The Interagency Agreement may be terminated by either party, by said party providing sixty days written notice to the other party.

B. Each portion of the project undertaken pursuant to this Interagency Agreement, shall have a definite scope which shall be written in detail in Task Directives that will be negotiated by the Service and the Corps and will be added to this Interagency Agreement as amendments. Each Task Directive shall identify the work to be accomplished, and the work schedule, which shall be mutually agreed upon by both parties. To the extent possible, Task Directives shall be negotiated during the first quarter of the fiscal year in which the work is to be undertaken. Each Task Directive shall obligate funds sufficient to carry out the work identified, and shall include:

1. A cover sheet with: (a) the Interagency Agreement number; (b) the Amendment number; (c) the Task Directive number; (d) the Project Title; (e) a not-to-exceed funding amount; (f) the fund source; (g) the task completion date; and (h) signatures of the Service's and Corps' authorizing officials.

2. A description of the specific details of the work to be accomplished.

C. Payments up to the amount specified in a Task Directive shall be made for costs incurred in conducting the work. The Corps shall submit monthly billings (on Standard Form 1080) identifying applicable administrative costs. All funds must be obligated by the Corps in the same fiscal year that the funds are provided by the Service. Each billing shall identify the Interagency Agreement Number and the applicable Task Directive Number.

D. Work under this Interagency Agreement is contingent upon the availability of funds. Nothing herein contained shall be construed as binding either of the parties to expend, in any one fiscal year, any sum in excess of appropriations made by Congress for the purpose of this Interagency Agreement for that fiscal year, or to involve either party in any contract or other obligation for the future expenditure of money in excess of such appropriations.

E. The parties will abide by the provisions of Executive Order 11246, as amended, will not discriminate in the selection of participants in any aspect of this Interagency Agreement on the grounds of race, creed, color, sex, or national origin, and will observe all the provisions of Title VI of the Civil Rights Act of 1964 (78 stat. 252, 42 U.S.C. 2000(d)).

F. The parties will abide by the provisions of 18 U.S.C. 1913, which states: "No part of the money appropriated by an enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for

legislation or appropriations which they deem necessary for the efficient conduct of the public business.

Whoever, being an officer or employee of the United States or of any department or agency thereof, violates or attempts to violate this section, shall be fined not more than \$500 or imprisoned not more than one year, or both; and after notice and hearing by the superior officer vested with the power of removing him, shall be removed from office or employment."

G. No Member of, Delegate to, or Resident Commissioner in, Congress shall be admitted to any share or part of this Interagency Agreement or to any benefits that may arise herefrom, but this provision shall not be construed to extend to any share or part or benefit to a corporation for its general benefit.

H. All communications relating to this Interagency Agreement shall be mailed to:

Regional Director
National Capital Region
National Park Service
1100 Ohio Drive, S.W.
Washington, D.C. 20242

Commander
U.S. Army Engineer District
Baltimore
P.O. Box 1715
Baltimore, MD 21203-1715

Attn.: Seawall Project Manager

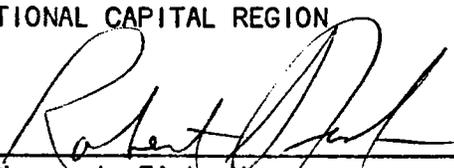
Attn.: Seawall Project Manager

I. Title to all equipment furnished by either party pursuant to this Interagency Agreement shall remain property of that party unless otherwise specified in amendments hereto.

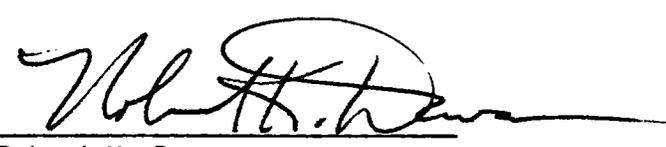
IN WITNESS THEREOF, the parties hereto have executed this Interagency Agreement this 4th day of November, 1986.

THE UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
NATIONAL CAPITAL REGION

THE UNITED STATES OF AMERICA
DEPARTMENT OF THE ARMY

By  _____

Manus J. Fish, Jr.
Regional Director
National Capital Region
National Park Service

By  _____

Robert K. Dawson
Assistant Secretary of the
Army (Civil Works)