

C.F:REARM *UB*



United States Department of the Interior

NATIONAL PARK SERVICE
SOUTHEAST REGIONAL OFFICE

75 Spring Street, S.W.
Atlanta, Georgia 30303



IN REPLY REFER TO:

JUL 2 1991

June 91

A44 (SER-AM)

District Engineer
Army Corps of Engineers
P.O. Box 4970
Jacksonville, Florida 32232

Re: Interagency Agreement No. IA-5000-1-9501 Modified water deliveries to Everglades National Park

Dear Sir:

Enclosed for your records are two fully executed copies of the above referenced Agreement between the National Park Service and the Department of the Army.

The Service assures you that immediate steps are being taken to transfer funds totalling \$7,461,000.00 to the Corps. If you should have any questions, please contact the Superintendent, Everglades National Park at (305) 247-6211.

We look forward to working with you on this project.

Sincerely,

Priscilla L. Nalls

Priscilla L. Nalls
Contract Specialist
Management and Information
Systems Division

Enclosure

cc:
COE - South Atlantic Div - Thurmond Sloan w/enc
COE - Jacksonville, Richard Bonner w/enc
OMB - Crawford Tuttle (enc. only-prev. faxed)
Dept of Army General Council - Stephanie May w/enc

INTERAGENCY
AGREEMENT
BETWEEN THE
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
AND THE
DEPARTMENT OF THE ARMY

1. PURPOSE: This Agreement is entered into between the Department of the Army, acting by and through the Principal Deputy, Assistant Secretary of the Army (Civil Works), and the Department of the Interior, acting by and through the National Park Service, represented by the Regional Director, Southeast Region (hereinafter called the "Service"), for the purpose of implementing the legislation providing for the expansion of the Everglades National Park and the modification of the Central and Southern Florida Project to improve water deliveries to the Everglades National Park.

2. SCOPE: This Agreement establishes a framework for effective communications and coordinated activities between the Department of the Army and the Service to facilitate the implementation of the Everglades National Park Protection and Expansion Act of 1989, (hereinafter called the "Act"), and to provide for the performance of certain work by the Department of the Army upon request by the Service. Nothing in this Agreement shall be construed to require the Service to use the services of the Army, nor to require the Army to accept work assignments from the Service.

3. AUTHORITY: Public Law 101-229, the Act, which authorizes the Service to expand the existing Everglades National Park pursuant to Section 102 and authorizes the Department of the Army to construct modifications to the Central and Southern Florida Project to improve water deliveries into the Park pursuant to Section 104.

Public Law 101-512 which authorizes the Service to transfer up to \$7,500,000 from its appropriations for Fiscal Year 1991 to the Department of the Army for modifications authorized by Section 104 of the Act.

31 U.S.C. 1535 which authorizes Federal agencies to perform work for other Federal agencies upon request.

4. RESPONSIBILITIES OF THE PARTIES:

a. The Department of the Army, acting through the Corps of Engineers (hereinafter called the "Corps"), shall:

1. As authorized by Section 104 of the Act, proceed with planning, design, land acquisition, and construction for the improvement of water deliveries to the Everglades National Park in accordance with an approved General Design Memorandum and Real Estate Design Memorandum to be developed by the Corps of Engineers.

2. Cooperate with the Service in order to ensure effective implementation of the Act by the Corps and the Service.

3. Coordinate with the Service regarding the acquisition of lands to ensure that Corps and Service responsibilities under the Act are met. Provide the Service with information regarding scheduled land acquisition and development.

4. In cases where the Corps acquires land for Corps project purposes pursuant to section 104 and that acquisition would result in lands remaining that are to be acquired by the Service pursuant to section 102 of the Act, acquire such remaining lands on behalf of the Service upon request by the Service and agreement by the Corps.

5. Cooperate with the Service in the development of a long term monitoring program designed to assess the impacts and success of Corps and Service activities undertaken pursuant to the Act.

6. Cooperate with the Service in the modification, refinement, and improvement of the computer-based hydrologic model for South Florida which will be used to develop new delivery schedules for the Everglades National Park and assess the impacts of activities within the basin which could affect the Park.

7. Upon agreement by the Corps, perform such work for the Service under Section 102 of the Act as described in individual work requests with funds provided by the Service in accordance with paragraph 6 of this Agreement. Section 102 work requests may include, but not be limited to, land acquisition activities.

b. The Service shall:

1. Make available to the Corps such funds as are appropriated for Corps activities authorized pursuant to Section 104 of the Act. During Fiscal Year 1991, \$7,461,000 will be transferred to the Corps by an interagency funding transfer document.

2. The Service will use its best efforts to seek and obtain appropriations on a timely basis in sufficient amounts to pay for all activities authorized in the Act. The Service also shall use its best efforts to seek and obtain the necessary authority to transfer those portions of said appropriations which are necessary for the Corps to accomplish the activities the Corps is authorized to perform pursuant to Section 104 of the Act. Further transfers of funds shall be accomplished as appropriations and transfer authority are made available.

3. Make available to the Corps necessary funds to pay for Section 102 work which the Corps undertakes on the Service's behalf in accordance with individual work requests.

4. Cooperate with the Corps in order to ensure effective implementation of the Act by the Corps and the Service.

5. Ensure that the cost-sharing requirements with the State of Florida contained in Section 102 of the Act are met in cases where work is performed by the Corps on behalf of the Service.

6. Coordinate with the Corps regarding the acquisition of lands to ensure that the Corps and Service responsibilities under the Act are met. Provide the Corps with information regarding scheduled land acquisition and development.

7. Accept and manage lands acquired by the Corps which are within the boundaries of the Everglades National Park expansion and excess to the needs of the Corps pursuant to section 104.

5. PROCEDURE FOR WORK PERFORMED ON BEHALF OF THE SERVICE UNDER SECTION 102 OF THE ACT:

a. The Service shall submit requests for assistance under this Agreement to the Jacksonville District of the Corps. Such requests for assistance shall be in writing and shall describe in detail the scope of

the services desired; and shall designate for purposes of further communication relating to the request an individual or office authorized to represent the Service on all matters relating to the request, including the obligation of funds.

b. Upon receipt of such a request for assistance, the Jacksonville District of the Corps shall provide the individual or office authorized to represent the Service with an acknowledgement in writing of the request for assistance and shall designate for purposes of further communication relating to that request an individual or office designated to represent the Corps on all matters relating to the request.

c. Assistance shall be furnished in accordance with the terms and conditions of individual work requests. The work requests shall describe in detail the scope of the assistance to be provided, necessary funding arrangements, and such other particulars as are necessary to describe clearly the obligations or limitations of the parties with respect to the requested assistance.

d. Authorized Representatives

(1) The Service hereby designates the Superintendent, Everglades National Park, as the individual and office authorized to represent and execute the above stated work requests. The Superintendent may be reached at the following address: Robert S. Chandler, Superintendent, Everglades National Park, P.O. Box 279, Homestead, FL 33030, (305) 247-6211.

(2) The Service's regional Director or his designee shall have cosigning authority in the execution of this agreement and any amendments thereof. The Regional Director may be reached at the following address: Robert M. Baker, Regional Director, Southeast Region, 75 Spring Street S.W., Atlanta, GA 30303

(3) The Corps Authorized Representatives are as follows:
District Engineer, Army Corps of Engineers, P.O. Box 4970,
Jacksonville, FL 32232, (907) 791-2241 Richard Bonner, Deputy
District Engineer, Army Corps of Engineers, P.O. Box 4970,
Jacksonville, FL 32232, (907)791-2586.

6. FUNDING FOR WORK PERFORMED ON BEHALF OF THE SERVICE UNDER SECTION 102 OF THE ACT:

a. The Service shall fund all costs of assistance provided under individual work requests. Funds shall be provided to the Corps by the Service in advance of the Corps incurring any obligation on behalf of the Service under any individual work request.

b. Individual work requests requiring funding for Section 102 work shall be submitted by the Superintendent to the Service's Regional Contracting Officer for obligation and transfer authority of the funds.

c. Individual work requests will identify funds required to complete specific tasks. If the actual cost to the Corps is forecast to exceed the amount of funds so provided, the Corps shall promptly notify the Service of the amount of additional funding necessary to pay for the assistance requested. The Service shall either provide additional funds for the assistance, require that the scope of the assistance be limited to that which can be financed by the available funds, or direct termination of the assistance. Upon furnishing the assistance contemplated by an individual work request, the Corps shall conduct a final accounting to determine the actual costs of the assistance provided. Any funds remaining upon termination or completion of an individual work request shall be returned to the Service following settlement of all costs incurred under that work request.

7. CONTRACT CLAIMS AND APPEALS: The Corps shall be responsible for all contract claims and appeals relating to work performed on the Service's behalf under Section 102. The Corps shall consult with the Service during any settlement negotiations relating to such claims and appeals. The Service shall provide the Corps with any funds that may be necessary to pay the costs of meritorious claims or appeals.

8. INTERRELATIONSHIP BETWEEN SECTIONS 102 AND 104 OF THE ACT: In an effort to avoid confusion over future funding and activities undertaken pursuant to the Act the parties agree that road removal, trash removal and the Osceola Indian Camp will be addressed as follows:

a. Unless otherwise directed by an act of Congress, the road removal will be considered a Corps project activity under Section 104

of the Act.

b. The Corps intends to address the raising of the Osceola Indian Camp in the General Design Memorandum (GDM) for the project, and will include this activity in the GDM as a project activity under Section 104 of the Act if the Corps determines that it has the authority to undertake this task.

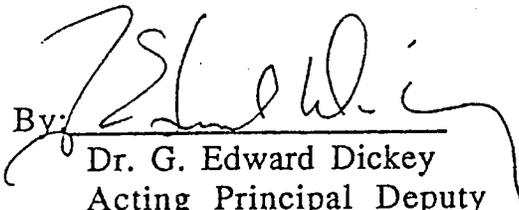
c. Trash removal within the boundaries of the Park extension is not viewed as a Section 104 project activity, except to the extent that abandoned property needs to be removed as part of the actual road removal activities.

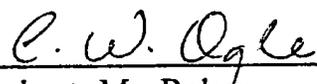
9. EFFECTIVE DATE, AMENDMENT AND TERMINATION: This Agreement shall become effective when signed by the Department of the Army and the Service and shall remain in effect for an indefinite period of time. It may be modified or amended only by written agreement. Either the Department of the Army or the Service may terminate this Agreement by providing sixty calendar days written notice. The termination shall be effective upon the sixtieth calendar day following notice, unless a later date is set forth. In the event of termination, the Service shall continue to be responsible for all costs incurred by the Department of the Army under this Agreement or individual work request and for the costs of closing out or transferring any ongoing contracts.

IN WITNESS WHEREOF, we have subscribed our names for and on behalf of our respective agencies on the dates set forth below.

DEPARTMENT OF THE ARMY

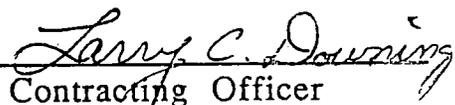
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

By: 
Dr. G. Edward Dickey
Acting Principal Deputy
Assistant Secretary (Civil Works)

By: 
FOR Robert M. Baker
Regional Director
Southeast Region

Date: 6/20/91

Date: 6/28/91

By: 
Contracting Officer
Southeast Region

Date: JUN 28 1991