

INTERAGENCY AGREEMENT  
BETWEEN  
THE U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
SOUTHWEST REGION  
AND  
THE U.S. DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS  
SOUTHWESTERN DIVISION

Oct 70

1. INTRODUCTION:

The U.S. Army and the Department of Transportation, Federal Aviation Administration (FAA), executed a Memorandum of Agreement (MOA) dated August 29, 1986, attached thereto and made a part hereof (Exhibit A), between the two agencies for the Corps of Engineers to provide design and construction services as required by FAA. The MOA allows the various FAA Regions and Corps of Engineers' Divisions to enter into Interagency Agreements to accomplish design and construction services. By providing these services, the Corps of Engineers will be supporting the civilian and national defense mission of the FAA by assisting in the implementation of the national airspace plan.

2. PURPOSE:

The purpose of this Interagency Agreement (IA) is to establish an overall agreement between the U. S. Army Corps of Engineers, Southwestern Division (hereinafter referred to as SWD) and the U. S. Department of Transportation Federal Aviation Administration, Southwest Region (hereinafter referred to as the Southwest Region), for the provision of design, construction, and related services as required by FAA. This IA does not preclude Southwest Region from entering into and/or exercising similar agreements with other Divisions or Districts of the U.S. Army Corps of Engineers.

3. GENERAL:

The SWD shall provide planning, engineering, design, environmental services, real estate, and construction management services to the Southwest Region. The engineering and program management will be provided by the U. S. Army Corps of Engineers, Fort Worth District. Construction management and supervision is limited to efforts and sites primarily located within the geographical limits of the SWD. It is anticipated that the engineering and design services to be provided will be accomplished via a combination of government personnel and architect/engineer contracts as determined by the Corps of Engineers. The engineering and design for new facilities, and for maintenance and replacement of existing facilities, includes any engineering during construction that may be required.

Individual task orders will be required under this IA. This agreement will serve as a basis for forwarding the descriptive task orders and necessary funding. It is anticipated that non-specific funding will be provided to allow Corps of Engineers to establish the necessary program management activities and acquire necessary open end indefinite quantity architect/engineer contracts. The Corps shall give due consideration to small and minority business enterprises in the selection of consulting firms.

FISCAL, MANPOWER AND MANAGEMENT ARRANGEMENTS:

All aspects of the MOA (exhibit A) concerning fiscal, manpower, and management arrangements will be followed except the transfer of funds for the IA's. IA's \$25,000.00 and under will be considered as small value IA's and will be billed on a monthly basis via SF1080. IA's that exceed \$25,000.00 will be handled as a consolidated working fund, whereas the funds will be advanced as a nonexpenditure transfer. In order for SWD to properly plan and to allocate resources in a timely manner, the Southwest Region will provide a schedule of anticipated work that is fairly explicit the first or current year with less detail and accuracy in future years.

5. TASK ORDERS:

Individual task orders will be developed and coordinated between SWD and the FAA for the assignment of specific engineering tasks to SWD. All task orders and interagency fund transfers will be sent to the Corps of Engineers, Fort Worth District.

6. DURATION OF AGREEMENT:

This IA shall become effective as of the date of signature of both parties (SWD and Southwest Region FAA), and shall continue in full force and effect under the conditions set forth herein, for a period of not to exceed five years from the said date of approval. Upon expiration, this contract may be extended mutual agreement for additional periods of not to exceed five years each.

7. AMENDMENT AND TERMINATION:

This IA may be modified or amended by written agreement between the Southwest Region and SWD. This IA may be terminated by either party after giving 30-days' written notice. In the event of termination by the Southwest Region, the Southwestern Region shall be responsible for the costs of closing out or transferring of ongoing contracts. The SWD shall retain contract administration responsibilities for contracts awarded by SWD until such contracts have been financially closed.

By: Stanley G. Genega  
STANLEY G. GENEGA  
Brigadier General, USA  
Commanding

23 Oct 90  
Date

By: Tom Jacob Sasser  
**ACTING**  
Regional Administrator, Southwest Region  
Federal Aviation Administration

SEP 19 1990  
Date