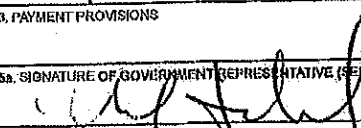
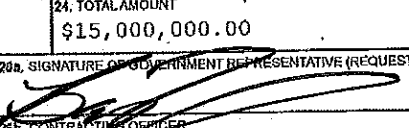


<b>INTERAGENCY AGREEMENT</b>		1. IAA NO. HSFE60-17-X-0004		PAGE OF 1 13	
2. ORDER NO.		3. REQUISITION NO. WX03681Y2017T		4. SOLICITATION NO.	
6. EFFECTIVE DATE		6. AWARD DATE		7. PERIOD OF PERFORMANCE 09/25/2017 TO 09/30/2020	
8. SERVICING AGENCY GEOLOGICAL SURVEY, UNITED STATES DEPT OF ALC: 70070001 DUNS: 832903228 +4: 0000 12201 SUNRISE VLY MS 270 STE 6A224 RESTON VA 201920002  POC TELEPHONE NO.			9. DELIVER TO Federal Emergency Management Agency		
10. REQUESTING AGENCY Mitigation Section - 60 ALC: 70070001 DUNS: 037751583 +4: 500 C Street, SW Office of Procurement Operations Washington DC 20024  POC TELEPHONE NO. 202-646-2500			11. INVOICE OFFICE Federal Emergency Management Agency Mt. Weather Disaster Finance Branch P.O. Box 800 Building 708 Berryville VA 22611		
12. ISSUING OFFICE Federal Emergency Management Agency 500 C Street, SW Washington DC			13. LEGISLATIVE AUTHORITY 42 USC 4101: Identification of Flood Prone Areas		
			14. PROJECT ID		
			16. PROJECT TITLE LIDAR DATA SUPPORTING RISK MAP (USGS 3DEP)		
18. ACCOUNTING DATA 2017-05-J314-F240--2580					
17. ITEM NO.	18. SUPPLIES/SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT
0001	DO/DPAS Rating: DO-N1 BFY: 2017 Fund Code: 05 Program: J314 Organization: F240 Object Class: 2580 Fund Type: D  Risk MAP Lidar Elevation FY17		1 EA	15,000,000.00	15,000,000.00
23. PAYMENT PROVISIONS			24. TOTAL AMOUNT \$15,000,000.00		
25a. SIGNATURE OF GOVERNMENT REPRESENTATIVE (SERVICING) 			25b. SIGNATURE OF GOVERNMENT REPRESENTATIVE (REQUESTING) 		
25b. NAME AND TITLE Michael Tischler, Director, National Geospatial Program		26a. DATE 9/8/17	26b. CONTRACTING OFFICER Barry Taylor		26c. DATE 9/12/17

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## PART A - GENERAL TERMS & CONDITIONS

### A.1. PURPOSE

This Part of the IA (hereinafter "Part A") describes the terms and conditions that govern the provision of acquisition assistance between FEMA, hereinafter "the Requesting Agency" and USGS, 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.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 "National Flood Insurance Act" 42 U.S.C. 4101

### A.3. SCOPE

a. Organization authorized to request acquisition assistance:

FEMA

b. Organization authorized to provide acquisition assistance:

USGS

c. Types of products or services that may be acquired:

Lidar planning, partnership development, grant/cooperative agreement management, acquisition, quality assurance, and data management

Limitations:

The following restrictions apply: N/A

### A.4. 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 09-30-2020, unless amended in accordance with Section 11 or terminated in accordance with Section 12.

### A.5. ROLES & RESPONSIBILITIES OF SERVICING AGENCY & REQUESTING AGENCY

The effective management and use of the Interagency Agreement is a shared responsibility of the Requesting Agency and the Servicing Agency. The parties hereby agree to the following roles and responsibilities:

The servicing agency program office shall be responsible for administering the BAA process, technical oversight of the contracts and cooperative agreement. In carrying out these responsibilities, they will operate within the scope of applicable regulations, specifically delegated authorities, and the program authorities and funding limitations of the Payable IAA.

The requesting agency will establish FEMA priorities for lidar to be obtained and processed.

The servicing agency shall perform the required market research, maintain the acquisition plan, and ensure that the contract vehicle or cooperative agreement used complies with applicable procurement requirements.

The servicing agency will negotiate, establish price reasonableness, and award task orders, manage the performance of work, perform quality assurance and acceptance of the deliverables.

**Contracting Officer:** Shall retain final authority to implement any change in this agreement.

**Requesting Agency:** FEMA, acting on its own behalf or through any duly authorized representative, is the requesting agency.

**Servicing Agency:** USGS, acting on its own behalf or through any duly authorized representative, is the servicing agency.

**Transferability:** This Agreement is not transferable except with the written consent of the Parties.

### A.6. BILLING & PAYMENT

The Servicing Agency will pay contractor invoices for acquisitions under this IAA on a reimbursable basis; USGS will submit a report describing the work completed to FEMA, then submit the IPAC payment request electronically for approval and processing on a Quarterly basis.

The Requesting Agency will pay reimbursable billings to the Servicing Agency.

#### Obligation Information

Servicing Agency and Requesting Agency shall complete the table below. Common Agreement Number	Requirement	Type of Requirement (Product / Severable Service / Non-severable service)
	Risk MAP Lidar	Non-Severable Service

#### Requesting Agency Funding Information

The Requesting Agency's Certifying Official shall complete the table & certification Basic appropriation symbol (Treasury account symbol)	70-X-4236
Amount obligated (contract costs plus assisting agency's service fee if applicable)	\$15,000,000
Fund citation (lines of accounting)	2017-05-J314-F240-2580-D
Appropriation expiration date	September 30, 2017
Unique restrictions on funding (if any)	Once obligated by FEMA, funds are available for USGS to apply to contracts and cooperative agreements for the life of the agreement.
Business event type code	DISBAJ
Agency location code (8-digit) for IPAC	70 07 0001
DUNS/BPN number (Business Partner Network or BPN #)	037751583

Funding office code	4236
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**Servicing Agency Funding Information (To be completed by the Service Agency)**

The Servicing Agency shall complete the table below. Basic appropriation symbol (Treasury account symbol) U.S. Geological Survey	14-7/8-0804
Fund citation (line of accounting)	
Business event type code	COLL
Agency location code (8-digit) for IPAC	14-08-0001
DUNS/BPN number (Business Partner Network or BPN #)	832903228

**A.7. 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.8. 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.9. 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.10. IA TERMINATION**

This IA may be terminated upon 30 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.11. 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 30 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.

**A.12. SIGNATURES**

REQUESTING AGENCY OFFICIAL:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

SERVICING AGENCY OFFICIAL:

Signature:  Date: 9/8/17

## **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 FEMA, hereinafter "the Requesting Agency" sufficient to demonstrate a bona fide need and identifies funds associated with the requirement to allow USGS, 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 "National Flood Insurance Act" 42 U.S.C. 4101

### **B.3. GENERAL TERMS & CONDITIONS**

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

Attached

### **B.4. PROJECT TITLE**

Risk MAP Lidar Acquisition through 3DEP FY17

### **B.5. 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.

## **B.6 PRICE/COST SCHEDULE**

## **B.7. PROJECTED MILESTONES**

Projected award September 15, 2017

Estimated final data delivery September 30, 2019

## **B.8. BILLING AND PAYMENT**

The Servicing Agency will pay contractor invoices for acquisitions under this IAA on a reimbursable basis. USGS will submit a report describing the work completed to FEMA, then submit the IPAC payment request electronically for approval and processing on a Quarterly basis.

The Requesting Agency will pay reimbursable billings to the Servicing Agency.

## **B.9. DESCRIPTION OF ACQUISITION ASSISTANCE**

The Servicing Agency will provide the following services to the Requesting Agency:

Lidar planning, partnership development, grant/cooperative agreement management, acquisition, quality assurance and data management

## **B.10. FEES**

Services charges will be determined as follows: A special rate of 5% will be assessed on to cover administrative expenses for contracts and cooperative agreements.

## **B.11. OBLIGATION INFORMATION**

Servicing Agency and Requesting Agency shall complete the tables below:



The Servicing Agency shall complete the table below. Basic appropriation symbol (Treasury account symbol) U.S. Geological Survey	14-7/8-0804
Fund citation (line of accounting)	
Business event type code	COLL
Agency location code (8-digit) for IPAC	14-08-0001
DUNS/BPN number (Business Partner Network or BPN #)	832903228

The Requesting Agency's Certifying Official shall complete the table & certification Basic appropriation symbol (Treasury account symbol)	70-X-4236
Amount obligated (contract costs plus assisting agency's service fee if applicable)	\$15,000,000
Fund citation (lines of accounting)	2017-05-J314
Appropriation expiration date	September 30, 2017
Unique restrictions on funding (if any)	Once obligated by FEMA, funds are available for USGS to apply to contracts and cooperative agreements for the life of the agreement.
Business event type code	DISBAJ
Agency location code (8-digit) for IPAC	700 7000 1
DUNS/BPN number (Business Partner Network or BPN #)	037751583

Common Agreement Number: **HSFE60-17-X-0004**

Requirement: Risk MAP Lidar Acquisition through 3DEP FY17

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

### B.12. REQUESTING AGENCY FUNDING INFORMATION

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

Basic appropriation symbol: 70-X-4236

Amount obligated: \$15,000,000

Fund citation: 2017-05-J314

Appropriation expiration date: September 30, 2017

Unique restrictions on funding (if any): Once obligated by FEMA, funds are available for USGS to apply to contracts and cooperative agreements for the life of the agreement.

Business event type code: DISBAJ

Agency location code (8-digit) for IPAC: 70 07 0001

DUNS/BPN number: 037751583

Funding agency code: 70

Funding office code: 04236

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.9 of this IA

Signature: Kevin C. Clark Date: 9/8/17  
Name and Contact information

### B.13. SERVICING AGENCY FUNDING INFORMATION

The Servicing Agency shall complete the table below.

Basic appropriation symbol (Treasury account symbol):

14-7/8-0804

Fund citation (line of accounting):

Business event type code: COLL

Agency location code (8-digit) for IPAC: 14-08-0001

DUNS/BPN number (Business Partner Network or BPN #): 832903228

#### **B.14. DESCRIPTION OF REQUESTING-AGENCY SPECIFIC RESTRICTIONS**

This section identifies unique restrictions applicable to the Requesting Agency regarding acquisition, other than funding:

In accordance with Section 507 of Title V under Division F of Public Law 114-113 (DHS FY 2016 Consolidated Appropriations Act) and earlier similar Appropriations Act provisions, DHS Components are required to ensure that Congressional notification is provided for the following types of actions if they are accomplished on behalf of DHS through an assisted acquisition:

(1) Contract actions, including letter contracts, assisted acquisitions and awards to small businesses with a dollar value that exceeds \$1 million (including base year plus options).

(2) Task and delivery order awards placed under DHS multiple award contracts with a dollar value that exceeds \$1 million using FY 2011 and later appropriated funds.

(3) Task or delivery order awards with a dollar value that exceeds \$10 million that use DHS multiple-year appropriated funds made available in FY 2012 or later.

(4) Task or delivery orders, in any amount, that cause cumulative obligations in a specific multiple-year account made available in FY 2012, FY 2013, or FY 2014 that exceed 50 percent of the total amount appropriated.

Failure to properly make Congressional notice may result in a violation of the Anti-Deficiency Act.

The contracting officer or other official of the Servicing Agency shall prepare and submit the attached Congressional Award Notification form at least seven (7) full business days prior to the planned award of the contract action to the contracting officer or other official at the Requesting Agency. Note: The business day begins at 9:00 a.m. Eastern Time (ET). For notifications received after 9:00 a.m. ET, the first full business day will be the day following receipt.

OR  
The contracting officer of the Requesting Agency is responsible for preparing and submitting the Congressional Award Notification at least five (5) full business days prior to the planned award of the contract action in accordance with agency policy. Note: The business day begins at 9:00 a.m. Eastern Time (ET). For notifications received after 9:00 a.m. ET, the first full business day will be the day following receipt. The Servicing Agency shall provide the Requesting Agency the necessary information to complete this requirement.

#### **B.15. SMALL BUSINESS CREDIT**

The Servicing Agency shall use the following FIPS 95-2 Code to identify the Requesting Agency in FPDS:

#### **B.16. 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.

#### **B.17. CONTACT INFORMATION**

<b>B.17. Contact Information Servicing Agency Project POC</b>
Laura Palmer
12201 Sunrise Valley Drive, MS 511 Reston, VA 20192
<a href="mailto:lpalmer@usgs.gov">lpalmer@usgs.gov</a>

703-648-4138
<b>Servicing Agency Financial POC</b>
Stephanie Brown
12201 Sunrise Valley Drive, MS 511 Reston, VA 20192
<u>slbrown@usgs.gov</u>
703-648-6948

<b>Requesting Agency Program Office POC</b>
Paul Rooney
<u>Paul.rooney@fema.dhs.gov</u> 617-312-5976

<b>Requesting Agency Financial POC</b>
Stan Easterling
DHS/FEMA Finance Center/OCFO Intergovernmental Payments, IAA / Reimbursable Unit Office: (540)504-1622 <a href="mailto:Stan.Easterling@fema.dhs.gov">Stan.Easterling@fema.dhs.gov</a>

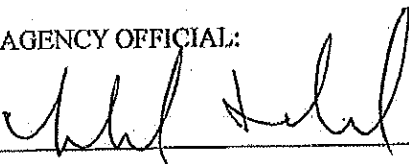
**B.18. SIGNATURES**

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: **BARRY F TAYLOR** Digitally signed by BARRY F TAYLOR  
DN: cn=U.S. Government, ou=Department of Homeland Security, ou=FEMA, ou=People, cn=BARRY F TAYLOR, o=52342, 1.3.6.1.5.2.3.1.654332341.FEMA  
Date: 2017.09.08 11:46:09 -0400 Date: 9/8/2017

SERVICING AGENCY OFFICIAL:

Signature:  Date: 9/8/17

