

Interagency Agreement

between

**United States Department of the Interior
Office of Aircraft Services, East Area Office**

and

United States Environmental Protection Agency

Region 5

Article I. Purpose

This Interagency Agreement (IAG) prescribes the procedures and guidelines for furnishing aviation services in support of the aviation operations conducted by personnel of the U.S. Environmental Protection Agency (EPA) Region V, Chicago, IL, in direct support of its mandated activities and personnel transport needs. Additionally, this IAG prescribes procedures for payment for use of those aviation resources procured by the Office of Aircraft Services (OAS) for use by EPA, Region V.

Article II. Authority

This Agreement is entered into pursuant to the Economy Act (31 U.S.C. 1535) and in accordance with applicable Federal Acquisition Regulations and other Federal regulations as required.

Article III. Statement of Work

A. The Office of Aircraft Services Will:

1. Initiate a procurement for all EPA requested aviation services; contract aircraft, rental aircraft (Aircraft Rental Agreement (ARA) aircraft), charter aircraft, and other miscellaneous related aviation services within the authority granted to the Office of Aircraft Services (OAS). OAS will process for action, only those requests coordinated through, and authorized by, the EPA R-5, Superfund Project Officer.
2. Conduct aircraft inspections and pilot evaluations as appropriate, to insure compliance with the technical specifications and requirement qualifications/certifications of OAS procurement documents and, where appropriate, issue pilot and aircraft approval documents.

3. Pay the vendor for all commercial aviation services acquired by OAS on behalf of the EPA R-5.
4. Conduct initial aviation user safety training for EPA R-5 personnel (a four hour session) every three years. All other requested training will require a payment for travel & per diem expenses.
5. Provide access to EPA R-5 personnel to actively participate in, and receive information derived from, the Interior Aircraft Mishap Information System (AMIS) and provide access to the on-line OAS SAFECOM program.
6. Where necessary, have the authority to offer a vendor an "additional service incentive fee" for emergency call-up by the EPA on a "24/7" basis. Where the vendor agrees to provide "departure from designated base" with 4 hours or less notice, the standard, agreed to flight rate, plus an additional 75% service incentive fee may be offered; more than 4 hours but less than 8 hours notice at 50% additional service incentive fee; from 8 hours, up to 12 hours of call at 25% additional service incentive fee; more than 12 hours notice, the standard rate will apply. This provision means the vendor agrees to depart his home base within the specified time limits for an additional service incentive fee or, if the vendor's home base is the specified departure point, be ready to receive passengers/cargo.

However, under the OAS Aircraft Rental Agreement (ARA) procurement process, there is no binding agreement that the vendor will provide service when requested.

7. Provide a "24/7" point-of-contact within OAS to respond to "emergency call-up by the EPA". The point-of-contact for the geographic specific area will be found on the OAS website at www.oas.gov, East Area Office, Flight Coordination Center location.

H. The EPA, R-5 will:

1. Coordinate all "after-hours, emergency aircraft call-ups" through the OAS East Area Office (EAO) point-of-contact identified on the OAS website at www.oas.gov, **Flight Coordination Center** (FCC). Non-emergency call-ups may be made directly with the vendor from the Aircraft Source List section of the OAS website or by contacting the EAO FCC.
2. Ensure aircraft and flight crewmember(s) provided by ARA vendors are approved for the mission to be flown. This is accomplished by requiring the flight crewmember to present both an "Interagency Pilot Qualification Card" and "Aircraft Data Card" prior to each initial flight with that aircraft and crew.
3. Document all flight services provided on an OAS Form 23, Aircraft Use Report. Included on this report will be appropriate AOS assigned EPA R - V billable code(s), and any further coding required by the EPA R- V paying finance office.
4. Reimburse OAS for all aviation services provided under the Aircraft Rental Agreement and this IAG, including any specified, "service incentive fee(s)".
5. Reimburse OAS for services that are not within the normal day-to-day or per-day aircraft flight services. These include, but are not limited to, the following:

- a. Conduct of transportation studies and aircraft feasibility studies as requested by the EPA R-5.
- b. Assist the EPA R-5 in the development of an Aviation Management Program and an Aviation Safety Management Program as requested by EPA.
- c. Aviation resource user or supervisory/management education and training as requested by EPA R-5.
- d. The provision of having a "24/7" point-of-contact with an OAS employee capable of initiating an "emergency-call-up" of vendors in support of EPA emergency operations; where documented and justified by OAS.
- e. Aircraft accident/incident with potential investigations not conducted or ordered by the NTSB.

Article IV. Terms of Agreement

This Agreement shall remain in effect for three years from the latest signature date. The Agreement will be reviewed annually, normally within 30-calendar days prior to the anniversary date, by the Key Officials noted within to determine whether the Agreement should be renewed, modified, or terminated. This Agreement will expire at the end of the specified term unless formally reaffirmed.

Article V. Key Officials

Environmental Protection Agency
 Regional Administrator - Region 5
 Thomas V. Skinner
 77 W. Jackson Blvd.
 Chicago, IL 60604

Phone 312/886-3000
 e-mail skinner.Thomas@epamail.epa.gov

Environmental Protection Agency
 Superfund, Emergency Response Branch
 Project Officer
 Gail C. Nabasny
 77 W. Jackson Blvd.
 Chicago, IL 60604

Phone 312-353-1056
 Fax 312-353-9176
 e-mail nabasny.gail@epa.gov

U.S. Department of the Interior
 Office of Aircraft Services
 Robert H. Lewis, East Area Director
 3190 NE Expressway, Suite 110
 Atlanta, GA 30341-5323

Phone 770-458-7474
 Fax 770-458-6677
 e-mail Robert_lewis@oas.gov

U. S. Department of the Interior
 Office of Aircraft Services
 Barbara A. Mahaffey, Chief
 Division of Financial Management

Phone 208-387-5755
 Fax 208-387-4333-6450
 e-mail Barbara_mahaffey@oas.gov

2350 W. Robinson Rd
Boise, ID 83705-5355

Article VI. Reports

OAS will provide the EPA Regional Transportation Officer with a detailed statement of charges twice monthly for services provided. These detailed statements will include the appropriate OAS incremental charge as provided for and published in OAS Operational Procedures Memorandum (OPM) -06 Services Provided, Use Rates and Payment and Collection Policies as specified within the paragraph addressing Services to Agencies Outside the Department of the Interior.

OAS will provide monthly, quarterly, or annually, Management Information System (MIS) reports on utilized aircraft and personnel, to the appropriate EPA offices as requested.

Provide all appropriate Office of Management and Budget (OMB) Circular A-126 required data that is available within the OAS MIS to EPA as requested or required.

Article VII. Payment Terms

OAS will issue a four-digit billee code to identify the specific division(s), function(s), and office(s), individual(s) to be billed, as requested and identified by EPA R-V. All billing and reimbursement of funds will be identified by the billee code placed on the OAS-23, Aircraft Use Report, by the EPA user for that particular day/flight/leg of the flight and mailed to:

Environmental Protection Agency
Region 5
Project Officer/Gail C. Nabasny
77 W. Jackson Blvd.
Chicago, IL 60604


Article VIII. Required Clauses

During the performance of this Agreement, the participants agree to abide by the terms of Executive Order 11246 on non-discrimination and will not discriminate against any person because of race, color, religion, sex or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex or national origin.

No member of or delegate of Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise there from, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

Article IX. Termination

Either part may terminate this Agreement by providing 60 days written notice to the other. Reimbursement to the Office of Aircraft Services for all services provided shall be secured prior to any final termination.



Thomas V. Skinner, Regional Administrator
Environmental Protection Agency

1-8-03 Date

/s/ Gail C. Nabasny

Gail C. Nabasny, Project Officer
Environmental Protection Agency

11/20/02 Date

/s/ Robert H. Lewis

Robert H. Lewis, East Area Director
Office of Aircraft Services

3-28-03 Date



Barbara A. Mahaffey, Chief, Division of Financial Management
Office of Aircraft Services

3-14-03 Date

IAG Terms and Conditions

1. MBE/WBE

In accordance with Public Law 102-389, EPA's policy requires, to the fullest extent possible, that at least 8% of its overall Federal funding for prime and subcontracts awarded in support of authorized programs be awarded to business concerns or other organizations owned or controlled by socially and economically disadvantaged individuals, women and historically Black Colleges and Universities.

As a recipient of monies under this IAG, the recipient agrees to ensure when grants or cooperative agreements are made under this IAG that sub-recipients complies with the six affirmative steps or positive efforts stated in 40 CFR Section 30.44(b), 40 CFR Section 31.36(e) or 40 CFR Section 35.6580 as appropriate and retain records documenting compliance.

The recipient also agrees in awarding contracts under this IAG, to comply with the utilization requirements for Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) set forth in the Small Business Act, 15 U.S.C. 631 et seq and the annual Small Business goals negotiated with the Small Business Administration (SBA).

The recipient must submit a report annually (by November 15) to EPA showing the total extramural funds awarded and the amount and percentage of extramural funds awarded to DBEs or WBEs. The report should be submitted to:

Ms. Sharon Green
MBE/WBE Coordinator
U.S. Environmental Protection Agency
Acquisition and Assistance Section
77 West Jackson Blvd.
Chicago, Illinois 60604

2. Amendment Clause

EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE BASIC INTERAGENCY AGREEMENT, INCLUDING PRIOR AMENDMENTS, REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

3. Termination Clause

This agreement may be terminated by either agency upon a 60-day advance written notice. If the agreement is terminated prior to completion, EPA will reimburse the performing agency for only those expenses incurred prior to termination.

4. Backup Documentation

When requesting payments, a breakdown of the costs associated with the billing request must be provided to both EPA Cincinnati Financial Management Center, at the address in Block 25, and the EPA Project officer(PO). (The breakdown of the costs should be at least by budget category as indicated on this Interagency Agreement's page 2 "Approved Budget", Box 22.) The breakdown of cost information should be adequate to allow the PO to determine that costs billed to EPA are necessary and reasonable. If the information is not provided, the EPA PO will notify the Financial Management Division to suspend or charge back the payment.

5. ADP

The agrees to abide by the terms and conditions of usage of EPA's computer systems, databases, application programs and licensed software as stated in OIRM Policy Guidance, OIRM 88-03, dated July 27, 1988. Furthermore, the understands that it is their responsibility to request and uphold all of EPA's computing policies and to develop their own internal policies and procedures to prevent any unauthorized use. Any legal action or damages resulting from unauthorized use will be the responsibility of. Through this Agreement, shall indemnify and hold harmless EPA from any damages/awards resulting from the unauthorized use.

6. Indirect Cost

The recipient certifies: 1) that any indirect costs included in billings to EPA represent, in accordance with GAO principles, indirect costs that are funded out of the performing agency's currently available appropriations and that bear a significant relationship to the performing of the service or work, or 2) that statutory authority exists for charging other than these costs of performance. If an audit determines that any direct or indirect costs charged to EPA are unallowable, EPA will be notified immediately following the resolution of the audit and EPA will be credited for those costs.

WORK AUTHORIZATION FORM (WAF) - EPA will issue a site specific WAF to describe, define, authorize, and activate assignments. Appropriate information will be entered for site specific cost tracking and reimbursement purposes. As sites are identified, the OSC will submit an estimated removal project cost which will be entered as a deobligation against the general "ZZ" account and entered as an obligation under the site specific cost. The WAF will be signed by the appropriate Project Officer, Branch Chief or designee, and the EPA Funds Certification Officer. An original signed WAF will be sent to the USAGE and the EPA financial Management Officer in Cincinnati, OH, with carbon copies going to the EPA Project Officer file, Site file, and the U.S. EPA Grants Management Section.

ALL Superfund IAGs

The DOI agrees to meet the site-specific financial management and recordkeeping responsibilities contained in EPA's "Superfund Financial Management and Recordkeeping Guidance for Federal Agencies" (January 1989).

7. COST DOCUMENTATION REQUIREMENTS

EPA acting as manager of the Hazardous Substances Superfund requires current information on CERCLA response actions and related obligations of CERCLA funds for these actions. In addition, CERCLA, as amended, authorizes EPA to recover from responsible parties all government costs incurred during a response action. In order to help assure oversight and successful recovery of CERCLA funds, both DOI and EPA have responsibilities under this Interagency Agreement (IAG). The DOI will organize and retain documentation of costs by site and activities (e.g. vouchers, billing statements, evidence of payment, audit reports) as follows:

a. Direct Costs

- Payroll: Timesheets or timecards to support hours charged to a particular site, including the signature of the employee and/or the employee's supervisor.
- Travel: Travel authorizations (including purpose of trip), local travel vouchers, traveler's reimbursement vouchers, carrier bills (including airline tickets), government owned vehicle bills, appropriate receipts for hotel, car rental, etc., proof of payment. Proof of payment is satisfied by providing a copy of the accomplished SF 1166 "Voucher and Schedule of Payment" or equivalent.

- Contractor Services: Copies of contracts, requests for proposals (RFPs), detailed evaluation of contractor bids, contractor invoices, DOI project officer approval of invoices, proof of payment. Proof of payment is satisfied by providing a copy of the accomplished SF 1166 or equivalent.
- Supplies and Equipment: EPA authorization to purchase non-expendable property of \$5,000 or more, vendor invoices, proof of payments, and hourly records of equipment use, when applicable.
- Any other direct costs not included in the above categories.

8. REPORTING REQUIREMENTS

a. The DOI will provide monthly progress reports to the RPM/OSC listed in this agreement containing:

- Site name and IAG number.
- Summary of Work performed.
- Estimate of the percentage of the project completed.
- Accounting of funds expended during the reporting period and the project to date, which includes budget category cost breakdown.
- Summaries of all change orders and claims made on the contract during the reporting period.
- Summaries of all contacts with representatives of the local community, public interest groups, or State government during the reporting period.
- Summaries of all problems or potential problems encountered during the reporting period.
- Projected work for the next reporting period.
- Attachment of a copy of all certified contractor invoices for contract costs and request for reimbursement (SF 1080) for all DOI in-house cost submitted to the EPA Financial Management Center, Cincinnati, for payment during the reporting month.

b. The DOI will submit certified contractor invoices and/or complete and sign "Request for Reimbursement" (SF 1080) to the EPA Financial Management Center, Cincinnati, containing, as appropriate, DOI cost by budget category identified by site, site-specific accounting number and IAG number.

c. DOI will provide a final inventory of property, within 30 days of the end of the IAG's performance period, describing the conditions of each item. DOI will require all contractors to provide a final inventory of property prior to their final contract payment. If the duration of the project is greater than one year, DOI will provide an annual inventory of all property acquired by or furnished by DOI with EPA funds.

9. COST RECOVERY

In the event of a contemplated cost recovery action, the DOI will provide to EPA or the Department of Justice (DOJ) a cost documentation package detailing site-specific costs and including copies of the back up documentation. In some cases, these requests from EPA or DOJ may require that this documentation be provided in less than 30 days. If additional time is required to comply with a request, DOI will negotiate with EPA or DOJ a schedule for responding. All documentation is subject to redaction base on the Privacy

Act and Confidential Business Information regulations. DOI will provide EPA with a contact for obtaining necessary site-specific accounting information and documentation.

10. RECORD RETENTION REQUIREMENTS

The DOI will retain the documents described in these "Terms and Conditions" for a minimum of 10 years after submission of a final SF 1080 for a site or sites, after which DOI must obtain written permission from the authorized EPA official before disposing of any of the records. DOI will require all contractors entering into cost reimbursable type contracts to establish and maintain cost documentation as described above. If any litigation claim, negotiation, audit, cost recovery, or other action involving the records has been started before the expiration of the ten-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten-year period, whichever is later.

11. AUDITS

- a. Superfund cost documentation information must be available for audit or verification upon request of authorized auditing agencies.
- b. If an audit determines that any direct or indirect cost charged to EPA are unallowable, EPA will be notified immediately following the resolution of the audit.

12. OTHER EPA INVOLVEMENT

- a. Payment of DOI contractors is contingent upon receipt of a DOI certified payment request. Reimbursement to DOI for in-house costs is contingent upon receipt of a DOI certified reimbursement of request (SF 1080). Final project payments for specific contracts and in-house cost shall be reviewed and approved by the EPA Regional program office.
- b. EPA will hold title to all property acquired with Superfund monies. EPA will provide the DOI the property disposition instructions upon termination of the IAG. EPA will receive fair-market value for any property disposed of or used for non-Superfund activities.