

Memorandum of Agreement
DHS and EPA



MEMORANDUM OF AGREEMENT

between the

**DEPARTMENT OF HOMELAND SECURITY (DHS),
FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)**

and the

ENVIRONMENTAL PROTECTION AGENCY (EPA)

I. PURPOSE

The purpose of this Memorandum of Agreement (MOA) is to formalize efforts to explore opportunities to incorporate sustainability and smart growth practices into communities' hazard mitigation planning and long term disaster recovery efforts, and to incorporate hazards resilience into smart growth assistance for communities.

This MOA reflects the mutual desire of both parties to coordinate Federal Emergency Management Agency (FEMA) and Environmental Protection Agency (EPA) networks of nationwide, regional and community-based expertise, practices, initiatives, and programs to help communities reduce vulnerability to natural hazard events, recover from disasters that do occur, and achieve economic, environmental, and public health outcomes as part of redevelopment and recovery efforts. In particular, this MOA contemplates coordination of activities between EPA's Smart Growth Program and FEMA's long term disaster recovery and hazard mitigation planning programs. Second, this MOA also seeks to provide lessons learned for EPA, FEMA and other federal agencies that can be used to build a stronger federal framework for both post-disaster planning and post-disaster recovery. Third, it seeks to provide a collaborative framework for policy work related to both hazard mitigation planning and climate change adaptation to create more resilient communities.

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II. BACKGROUND

A. Federal Emergency Management Agency

FEMA, which is within the Department of Homeland Security (DHS), is an Executive Agency that serves as a single point of contact within the federal government for emergency management activities. It is dedicated to establishing and maintaining a comprehensive and coordinated emergency management capability designed to support state and local governments to prepare for, protect against, respond to, recover from, and mitigate hazards of all types.

Within FEMA, the Response and Recovery Directorate is responsible for providing financial and technical assistance to disaster-impacted individuals, households and communities available under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 U.S.C. 5121 (Stafford Act). Under FEMA's National Response Framework, Emergency Support Function #14 (ESF #14) Long-Term Community Recovery coordinates the resources of federal departments and agencies to support the long-term recovery of States and communities, and to reduce risk from future incidents.

The Federal Insurance and Mitigation Administration (FIMA) manages the National Flood Insurance Program (NFIP) and a range of programs designed to reduce the risk of future losses to homes, businesses, schools, public facilities and critical facilities from floods, earthquakes, tornadoes and other natural disasters. Hazard mitigation focuses on breaking the cycle of disaster damage, reconstruction, and repeated damage. Hazard mitigation efforts provide value to the American people by creating safer communities and reducing the risk of loss of life and property. The FIMA also manages the Agency's requirements for States, local communities and Indian tribal governments to develop and implement hazard mitigation plans. Hazard mitigation plans are required under the Stafford Act (42 U.S.C. 5165) prior to receipt of FEMA hazard mitigation grant funds and certain Federal disaster assistance funds, and are the community's blueprint for actions to reduce risk and improve resiliency to natural hazards.

B. Environmental Protection Agency

EPA is an Executive Agency dedicated to protecting human health and safeguarding the natural environment - air, water and land - upon which life depends. EPA endeavors to ensure that: all Americans are protected from significant risks to human health and the environment where they live, learn and play; national efforts to reduce environmental risks are based on accurate information and the best scientific information; and that federal laws protecting human health and the environment are enforced fairly and effectively.

EPA's Development, Community and Environment Division works with states and communities to help them grow in ways that protect the environment, support economic vitality, and create healthy communities. DCED promotes development approaches that have clear environmental benefits, including improved air and water quality, increased wetlands preservation, more clean up and re-use of brownfield sites, and increased preservation of natural areas. DCED achieves these goals by providing tools and technical assistance that help states and communities make good decisions about how and where they want to grow. Smart growth approaches cover a range of development and conservation strategies that help protect our natural environment and make our communities more attractive, economically stronger, and more socially diverse.

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C. FEMA AND EPA Partnership for Smart Growth Assistance in Iowa

In 2009, EPA and FEMA entered into an Interagency Agreement (IAA) to provide smart growth financial and technical assistance as part of FEMA's long-term recovery efforts in five communities in Iowa impacted by the floods and tornadoes that occurred in spring 2008.

Smart growth approaches to post-disaster redevelopment are a major part of ensuring that future growth will benefit environmental, economic, and public health outcomes, but also will help these communities become more resilient to future hazards that may occur, including from climate change.¹

The current EPA-FEMA collaboration has three broad goals:

1. Help the five communities use smart growth, green infrastructure, and green building practices to rebuild and accommodate growth in appropriate places;
2. Create a positive, replicable model for using smart growth technical assistance as part of long-term community disaster recovery and hazard mitigation;
3. Use the lessons learned from this work to show how smart growth approaches can be used to help communities rebuild in a more resilient way and how these approaches can be part of a broader effort to mitigate or adapt to future hazard events that will occur as a result of climate change.

III. GOALS

FEMA and EPA intend, to the extent set forth below, to coordinate their activities and programs as they relate to incorporating sustainability and smart growth practices into communities' hazard mitigation planning and long term disaster recovery efforts, and likewise to incorporate hazards resilience into smart growth assistance for communities. Cooperative efforts may focus on disciplines such as natural hazard risk analysis and reduction, preparedness, adaptation and hazard mitigation planning, urban design and planning, local codes and ordinances, watershed and water infrastructure planning, economic development, housing and equitable development and fostering of community-based disaster risk reduction and environmental protection partnerships.

A. Enhanced Agency Coordination

FEMA and EPA intend to take appropriate steps to encourage, coordinate, and enhance ongoing relationships between the headquarters and regional offices of both entities. FEMA and EPA also intend to consider ways to encourage, coordinate and enhance linkage of efforts under this MOA with ongoing efforts of other related federal agency programs such as the U.S. Department of Housing and Urban Development (HUD) Office of Sustainable Housing and Communities and the U.S. Department of Transportation (DOT) Office for Livable Communities. (See Addendum 1 for *HUD-DOT-EPA Partnership for Sustainable Communities*)

- (1) Increased awareness and capability at EPA will enable a stronger engagement of EPA regional offices in a post disaster environment to assist in facilitating State and Federal decision

¹ See a description of the Long Term Community Recovery work here:
http://www.epa.gov/smartgrowth/iowa_texasst.htm

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making to include sustainability and smart growth principles as part of ESF #14's interagency coordination efforts.

(2) When non-disaster smart growth technical assistance efforts have potential hazard mitigation opportunities, EPA intends to coordinate with FEMA, and, as necessary, FEMA will strive to provide hazard mitigation expertise. FEMA also intends to share information with EPA on the status of hazard mitigation plans and current hazard mitigation planning activities being conducted by States, local communities and Tribal governments in an effort to assist EPA in scoping work and coordinating with local officials to ensure that smart growth assistance efforts consider hazard mitigation.

(3) FEMA and EPA intend to examine and consider revisions, as appropriate, to policies and programs to promote development that is sustainable, that does not cause significant direct or indirect harm to the environment, and/or that does not significantly increase risks from natural disasters.

B. Smart Growth Technical Assistance

EPA and FEMA plan to partner to provide resources, technical assistance, and planning support to local governments recovering from recent disasters or working to mitigate future disasters in order to help these entities incorporate smart growth principles into their planning, land-use, and development practices, principles, policies and guidelines. Such support could be provided either directly or indirectly through partnerships with state, tribal, and local personnel, ESF-#14 representatives, EPA smart growth staff and contractors, community and nonprofit organizations, educational institutions, business, and industry.

The smart growth technical assistance would revolve around land development policy, visioning, prioritizing public investments, green infrastructure strategies, hazard mitigation, and community and stakeholder involvement. The aim of this work would be to help communities implement policies, codes, and public investment strategies that support growth and redevelopment patterns that are good for the environment, the community, the economy, public health, and resiliency/adaptation efforts.

Recipient Communities

The parties intend to coordinate carefully with FEMA and EPA regional and state-level partners.

(1) FEMA intends to engage EPA immediately following certain disasters to determine timelines and plans for providing support for smart growth in long-term community recovery to disaster impacted communities. Support would not be offered to all communities significantly affected by Presidentially declared major impacts of natural disasters or emergencies, but would be provided only to those communities that ask for it and for which the support is appropriate given the scale of impacts, and the federal approach for technical assistance in that state and that specific disaster

(2) FEMA and EPA intend to work together to determine appropriate and interested communities to receive smart growth technical assistance and guidance on hazard mitigation planning considerations. Both agencies plan to engage appropriate staff and department

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representatives to choose communities and determine type of technical assistance that will be mutually beneficial to the communities, and the respective agency or department missions.

Measuring results

Both FEMA and EPA believe that measuring results of collaborative community assistance is important. In specific collaborative efforts to provide community support, both parties intend to track and measure the results of assistance on a case-by-case basis.

C. Community Resiliency and Climate Change Adaptation

FEMA's strategies and processes for hazard mitigation planning and long term community recovery can be informed by smart growth principles. EPA intends to partner with FEMA to incorporate smart growth approaches into FEMA's hazard mitigation planning efforts where appropriate. For example, FEMA may consider incorporating specific smart growth guidance into the guidelines FEMA produces for community hazard mitigation plans.

FEMA's ESF #14 support function can also explore how smart growth strategies could be reflected in other FEMA programs that provide funding to communities where appropriate. ESF #14's interagency coordination among Federal and State agencies should also provide an opportunity for partnership and assistance from EPA to ensure that state level decision makers have the information and expertise available to better take into account resiliency, climate change, sustainability and smart growth principles in disaster recovery funding and policy decisions.

EPA intends to partner with FEMA's FIMA and ESF #14 staff to incorporate hazards resiliency guidance from hazard mitigation planning and recovery programs into EPA's Smart Growth Program and as EPA develops its climate adaption strategies for the built environment.

D. Cross-Training and Joint Training

EPA and FEMA intend to develop and make available appropriate training opportunities at the national, regional, and local levels. The aim of the training is to increase the technical expertise of FEMA and EPA staff in providing smart growth, recovery and hazard mitigation planning guidance.

(1) EPA and FEMA intend to provide both EPA regional staff and FEMA regional affiliates with smart growth training for long-term community recovery and hazard mitigation planning. EPA intends to lead a general session on the application of smart growth principles for local communities and FEMA intends to provide expertise on the unique setting of planning and post-disaster context and in a disaster-prevention context.

(2) EPA intends to provide training to FEMA headquarters and in-field staff on the application of smart growth assistance for state, local and tribal governments. EPA intends to use specific case examples from its years of smart growth implementation assistance as well as existing tools, scorecards and code and policies guides.

(3) FEMA intends to provide training to EPA staff on long term community disaster recovery and hazard mitigation planning.

(4) FEMA and EPA intend to jointly present results of coordinated activities at conferences or

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workshops.

IV. AGENCY MISSIONS

A. Federal Emergency Management Agency

FEMA's mission is to support our citizens and first responders to ensure that as a nation we work together to build, sustain, and improve our capability to prepare for, protect against, respond to, recover from, and mitigate all hazards.

B. Environmental Protection Agency

EPA's mission is to protect human health and to safeguard the natural environment—air, water, and land—upon which life depends.

V. AUTHORITIES

The parties are entering this MOA under their respective program authorities: The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 U.S.C. 5121 et seq, and in particular Section 402(3)(f), the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., and National Environmental Policy Act (NEPA) Section 101, 42 U.S.C. 4331 for FEMA; and the Clean Water Act, 33 U.S.C. §1250 et seq., the Safe Drinking Water Act, 42 U.S.C. §300F et seq., and the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. §1401 et seq. for EPA. Should any funds be transferred between agencies in connection with an implementing Inter-Agency Agreement (IAA) or an amendment, such funds will be transferred pursuant to the respective Agency authorities and the Economy Act, 31 U.S.C. 1535, or the cooperation provisions of statutes such as Clean Water Act §104(b)(2).

Nothing herein is intended to conflict with current FEMA or EPA directives or authorities. If any terms of this MOA are inconsistent with existing directives or authorities of either of the agencies entering into this MOA, those portions of this MOA that are determined to be inconsistent shall be invalid; the remaining terms and conditions shall remain in full force and effect. At the first opportunity for review of the MOA, all necessary changes will be accomplished by either amending this MOA or by entering into a new MOA, whichever is deemed most expedient to the interest of both parties. Any activity conducted by the respective agencies in implementing this MOA is subject to the availability of funds and resources.

VI. ROLES AND RESPONSIBILITIES

FEMA intends to involve EPA staff, primarily at the regional level or designated representatives in post-disaster activities in affected areas, as appropriate.

FEMA intends to involve EPA staff or their designated representatives in ESF #14 meetings, public events and forums as appropriate.

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FEMA and EPA staff or their representatives shall coordinate with the partner Agency before engaging in external discussions to implement activities under this MOA.

EPA and FEMA Management Representatives will provide leadership and guidance to the activities conducted under the provisions of this MOA.

EPA and FEMA Project Officers will be the main points of contact for work initiated under this MOA, and may designate technical monitors for specific activities conducted under this MOA. Other Headquarters or Regional office staff may be appointed to provide support as needed.

VII. LIMITATIONS

A. Nothing in this MOA, in and of itself, obligates FEMA or EPA to expend appropriations or to enter into any contract, assistance agreement, interagency agreement (IAA), or other financial obligation. The parties agree not to submit a claim for compensation for services rendered to the other or any other federal agency for activities it undertakes in carrying out this MOA, except as provided in implementing IAA's.

B. This MOA is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to this MOA will be handled in accordance with applicable laws, regulations, and procedures, and will be subject to separate subsidiary agreements that will be effected in writing by representatives of both parties. Specifically, each agency shall use its own funding sources to carry out its activities under its own authorities. When one agency requests the other to carry out actions under the first party's authorities, any funds transfer between agencies must be effected through a separate IAA that complies with applicable procedures under the Economy Act, 31 U.S.C. 1535, or similar authority, and the cooperation provisions of statutes such as Stafford Act § 402(3)(F), the Clean Water Act §104(b)(2), or another applicable statute.

C. Each Party shall engage in any activity under this MOA only to the extent it is within its authorities, and subject to the availability of funds and resources, such as would not impact the other mission responsibilities of the Agency.

D. This MOA is not legally binding and does not create any right or benefit, substantive or procedural, enforceable by law or equity against FEMA or EPA, their officers or employees, or any other person.

VIII. PROPRIETARY INFORMATION

To carry out the joint work resulting from this MOA, each agency may need to disclose confidential information to the other. For the purpose of this MOA, confidential information is defined as information that an affected business claims to be confidential and is not otherwise available to the public or information that would be protected under the Privacy Act or similar law. Each agency agrees to clearly identify as such confidential information disclosed to the other in writing; and to

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clearly memorialize in writing, within a reasonable time, any confidential information initially disclosed orally. EPA and FEMA agree not to disclose, copy, reproduce or otherwise make available in any form whatsoever to any other person, firm, corporation, partnership, association or other entity information designated as confidential information without consent of the other except as such information may be subject to disclosure under the Freedom of Information Act (5 U.S.C. § 552), 40 CFR Part 2, 6 CFR Part 5, or as otherwise authorized by law. For purposes of FOIA requests and disclosure or withholding determinations, the originating or holding agency for the materials at issue or which form the subject matter of a FOIA request will be the lead agency in responding to a FOIA request and will be responsible for processing of any appeals from FOIA denials or withholding determinations

IX. POINTS OF CONTACT

The following individuals are designated points of contact for the MOA:

U.S. Environmental Protection Agency:

EPA Management Representative:

John Frece
Director, Development, Community and Environment Division
Office of Policy, Economics and Innovation
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue
1807-T
Washington, D. C. 20460
202-566-2800, fax 202-566-2833

EPA Project Monitor:

Matthew Dalbey
Development, Community and Environment Division
Office of Policy, Economics and Innovation
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue
1807-T
Washington, D. C. 20460
202-566-2860, fax 202-566-2868

Federal Emergency Management Agency:

FEMA Management Representative:

Doug Bellomo
Director, Risk Analysis Division
Federal Insurance and Mitigation Administration
Federal Emergency Management Agency
U.S. Department of Homeland Security
1800 South Bell Street

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Arlington, VA 20598-3030
202-646-2903

FEMA Project Monitor:

Matt Campbell
Branch Chief, Long Term Community Recovery
ESF #14 National Coordinator
Response and Recovery Directorate
Federal Emergency Management Agency
U.S. Department of Homeland Security
500 C Street SW
Washington, D.C. 20472
202-646-3306, cell 202-870-4495

**X. COMMENCEMENT, DURATION, MODIFICATION, TERMINATION, AND
OTHER MATTERS**

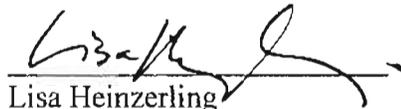
This MOA is to take effect on the date of signature by the parties and remain in effect for a period of seven (7) years. This MOA shall be reviewed annually, and it may be amended at any time by the written consent of both parties. It may be terminated by either of the parties by the giving sixty (60) day written notice in advance of the termination to the other party. Termination of this MOA does not automatically terminate any implementing IAAs.

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X1. MOA IMPLEMENTATION

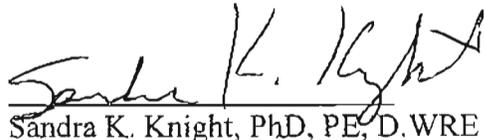
This MOA is to be implemented through the general principles outlined herein and the addenda (attached) that describe specific activities, programs, and projects, and if funding is necessary, by separate IAAs.

Each agency resolves to endeavor to inform its employees and constituents of this MOA through newsletters, Internet sites, video orientation programs, and other communications methods and tools. Each agency plans to discuss with its respective Public Affairs offices how to coordinate media inquiries, press releases and other public affairs.



Lisa Heinzerling
Associate Administrator
Office of Policy, Economics, and Innovations
U.S. Environmental Protection Agency

9-2-10
Date



Sandra K. Knight, PhD, PE, D.WRE
Deputy Assistant Administrator for Mitigation
Federal Insurance and Mitigation
Administration
Federal Emergency Management Agency

8/11/10
Date



Elizabeth Zimmerman
Deputy Associate Administrator
Office of Response and Recovery
Federal Emergency Management Agency

7.28.10
Date

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Addenda to the Memorandum of Agreement between EPA’s Office of Policy,
Economics and Innovation and the Federal Emergency Management Agency

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**INTERAGENCY AGREEMENT BETWEEN THE ENVIRONMENTAL PROTECTION AGENCY AND THE
FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) TO PROVIDE SMART GROWTH
IMPLEMENTATION ASSISTANCE IN IOWA’S NATURAL DISASTER IMPACTED COMMUNITIES
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**Addendum No. 1 to the Memorandum of Agreement
between
EPA's Office of Policy, Economics and Innovation
and the
Federal Emergency Management Agency**

EPA-HUD-DOT Partnership for Sustainable Communities

June 16, 2009

U.S. Department of Housing and Urban Development (HUD) Secretary Shaun Donovan, U.S. Department of Transportation (DOT) Secretary Ray LaHood, and U.S. Environmental Protection Agency (EPA) Administrator Lisa Jackson today announced a new partnership to help American families in all communities -- rural, suburban and urban -- gain better access to affordable housing, more transportation options, and lower transportation costs.

Earlier this year, HUD and DOT announced an unprecedented agreement to implement joint housing and transportation initiatives. With EPA joining the partnership, the three agencies will work together to ensure that these housing and transportation goals are met while simultaneously protecting the environment, promoting equitable development, and helping to address the challenges of climate change.

DOT, HUD and EPA have created a high-level interagency partnership to better coordinate federal transportation, environmental protection, and housing investments and to identify strategies that:

- **Provide more transportation choices.**
Develop safe, reliable and economical transportation choices in order to decrease household transportation costs, reduce our nations' dependence on foreign oil, improve air quality, reduce greenhouse gas emissions and promote public health.
- **Promote equitable, affordable housing.**
Expand location and energy efficient housing choices for people of all ages, incomes, races and ethnicities to increase mobility and lower the combined cost of housing and transportation.
- **Increase economic competitiveness.**
Enhance economic competitiveness through reliable and timely access to employment centers, educational opportunities, services and other basic needs by workers as well as expanded business access to markets.
- **Support existing communities.**
Target federal funding toward existing communities to increase community revitalization, the efficiency of public works investments and safeguard rural landscapes.
- **Leverage federal investment.**
Cooperatively align federal policies and funding to remove barriers, leverage funding and increase the accountability and effectiveness of all levels of government to plan for

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future growth.

- **Value communities and neighborhoods.**

Enhance the unique characteristics of all communities by investing in healthy, safe and walkable neighborhoods – rural, urban or suburban.

The HUD/DOT/EPA partnership will:

- **Enhance integrated planning and investment.**

The partnership will seek to integrate housing, transportation, water infrastructure, and land use planning and investment. HUD, EPA and DOT propose to make planning grants available to metropolitan areas, and create mechanisms to ensure those plans are carried through to localities.

- **Provide a vision for sustainable growth.**

This effort will help communities set a vision for sustainable growth and apply federal transportation, water infrastructure, housing and other investments in an integrated approach that reduces the nation's dependence on foreign oil, reduces greenhouse gas emissions, protects America's air and water and improves quality of life. Coordinating planning efforts in housing, transportation, air quality and water -- including planning cycles, processes and geographic coverage – will make more effective use of federal housing and transportation dollars.

- **Redefine housing affordability and make it transparent.** The partnership will develop federal housing affordability measures that include housing and transportation costs and other expenses that are affected by location choices. Although transportation costs now approach or exceed housing costs for many working families, federal definitions of housing affordability do not recognize the strain of soaring transportation costs on homeowners and renters who live in areas isolated from work opportunities and transportation choices. The partnership will redefine affordability to reflect those costs, improve the consideration of the cost of utilities and provide consumers with enhanced information to help them make housing decisions.

- **Redevelop underutilized sites.**

The partnership will work to achieve critical environmental justice goals and other environmental goals by targeting development to locations that already have infrastructure and offer transportation choices. Environmental justice is a particular concern in areas where disinvestment and past industrial use caused pollution and a legacy of contaminated or abandoned sites. This partnership will help return such sites to productive use.

- **Develop livability measures and tools.**

The partnership will research, evaluate and recommend measures that indicate the livability of communities, neighborhoods and metropolitan areas. These measures could be adopted in subsequent integrated planning efforts to benchmark existing conditions, measure progress toward achieving community visions and increase accountability. HUD, DOT and EPA will help communities attain livability goals by developing and providing analytical tools to evaluate progress as well as state and local technical assistance programs to remove barriers to coordinated housing, transportation and environmental protection investments. The partnership will develop incentives to

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- encourage communities to implement, use and publicize the measures.
- **Align HUD, DOT and EPA programs.**
HUD, DOT and EPA will work to assure that their programs maximize the benefits of their combined investments in our communities for livability, affordability, environmental excellence, and the promotion of green jobs of the future. HUD and DOT will work together to identify opportunities to better coordinate their programs and encourage location efficiency in housing and transportation choices. HUD, DOT and EPA will also share information and review processes to facilitate better informed decisions and coordinate investments.
 - **Undertake joint research, data collection and outreach.**
HUD, DOT and EPA will engage in joint research, data collection, and outreach efforts with stakeholders, to develop information platforms and analytic tools to track housing and transportation options and expenditures, establish standardized and efficient performance measures, and identify best practices.

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**Addendum No. 2 to the Memorandum of Agreement
between
EPA's Office of Policy, Economics and Innovation
and the
Federal Emergency Management Agency**

EPA Smart Growth Implementation Assistance

EPA's existing Smart Growth Implementation Assistance program offers direct technical assistance to states, tribes, local governments and nonprofits working in partnership with government entities. Once are selected, communities receive technical assistance from a team of national experts in one of two areas: policy analysis (e.g., reviewing state and local codes, school siting guidelines, transportation policies, etc.) or public participatory processes (e.g., visioning, design workshops, alternative analysis, build-out analysis, etc.). The assistance is tailored to the community's unique situation and priorities. Through a multiple-day site visit and a detailed final report, the multi-disciplinary teams provide information to help the community achieve its goal of encouraging growth that fosters economic progress and environmental protection.

EPA initiated the SGIA program in 2005 with three goals in mind:

1. To support communities interested in implementing smart growth policies;
2. To create regional examples of smart growth that can catalyze similar projects in the area;
and
3. To identify common barriers and opportunities for smart growth development and create new tools that other communities can use.

More information about the Smart Growth Implementation Assistance program can be found at <http://www.epa.gov/dced/sgia.htm>

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**Addendum No. 3 to the Memorandum of Agreement
between
EPA's Office of Policy, Economics and Innovation
and the
Federal Emergency Management Agency**

FEMA ESF #14 Recovery Support Function Working Groups



**Recovery Support Function
Working Groups Concept**



Goal

States and communities receive seamless federal support for long-term disaster recovery that is beneficial and helpful and that accelerates the process of reconstruction, redevelopment, and renewal in the most efficient and effective manner.

National Workgroup & Recovery Support Function Workgroup Objectives

1. Agency programs supporting long term disaster recovery are identified and thoroughly coordinated.
2. The Federal government is mission ready through established teams and technical expertise that is field deployable to work as part of ESF #14 coordination or technical assistance teams.
3. Federal agencies collaboratively problem solve and provide rational analysis and recommendations to policy makers.
4. Federal programs work seamlessly with one another in support of state and community articulated recovery goals and objectives.
5. States and communities are able to access federal disaster recovery support with a reasonable and appropriate effort.

Recovery Support Function Working Groups Description

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Long-term recovery involves multiple functions operating simultaneously, each affecting the others. ESF-14, as a coordinating operation should operate where these functions intersect. Four functions – economic development, housing, infrastructure, and social services – exist within the environment and under the purview of community planning. The interactions are well understood: businesses cannot return until their workforce can live nearby; people will not return without confidence in employment opportunities; businesses and people both require functioning infrastructure and services. The Working Groups include:

Economic Development

Housing

Infrastructure Systems

Social and Human Services

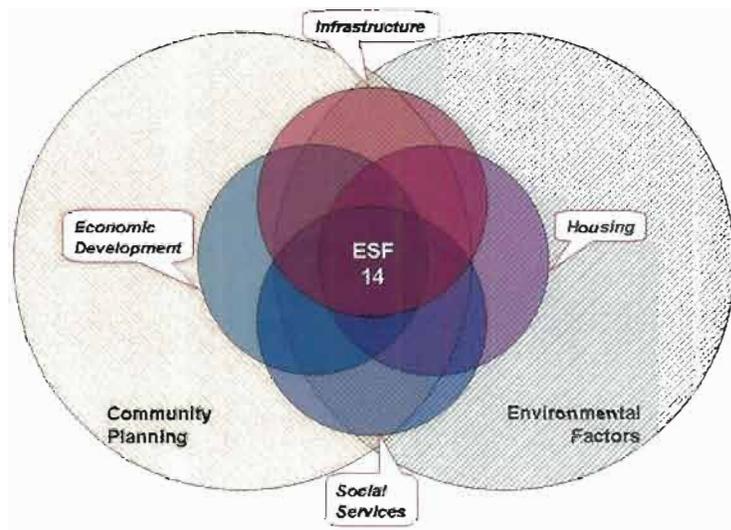
Community Capacity Building and Planning

Environmental, Natural and Cultural Resources

Recovery Support Function Concept of Operations

**Form Recovery Support
Function Workgroups**

- Each recovery working group has a department/agency chair that facilitates the process of improving sector-specific collaboration, and is the sector lead during disaster operations.
- Identify lead for working groups
- Identify who *else in the federal family* needs to be in the ESF #14 Functional Working Groups
- Identify non-traditional or external stakeholders or partners
- Recovery Working Group Co-Chairs meet periodically to share information, brief on work plan progress, and discuss cross-cutting issues



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Focus Working Group Objectives

- Identify common interests with other working groups
- Develop work plan and work group priorities.
- Identify Cross-Cutting Issues

Clarify Recovery Roles and Responsibilities of Partners

- Clearly identify existing statutes and authorities that will affect D/A as they work together, but also through the process of development, address legislative and policy changes required to create a holistic Federal approach to community recovery following disaster.
- Develop relationships and protocols to have a smooth transition from response activities to recovery (response ESFs to ESF #14)
- Identify the types of recovery expertise imbedded within each D/A
- Identify and de-conflict gaps and overlaps in D/A capabilities.
- Identify and de-conflict regulatory requirements and other impediments to community recovery.
- Identify unresolvable gaps, overlaps and conflicts for agency and policy maker resolution.

Build Recovery Capabilities

- Identify best practices and lay the groundwork for the development of necessary supporting plans and implementation practices
- Produce identification of key issues and recommendations, in the form of reports and assessments
- Develop organizational structure for department/agency regional offices to fit into sector-specific recovery working groups capable of supporting disaster operations.
- Develop and maintain a concept of operations for sector-specific collaboration in the field that is scalable, flexible, and adaptable to both local governmental/cultural differences as well as the variety of threats and hazards we face as a Nation
- Establish pre-scripted mission assignments, IAAs, and other mechanisms for obtaining partner agency resources to support ESF #14 coordination and technical teams and States and communities with technical and advisory assistance

Support Disaster Recovery Operations:

- Field deployed Recovery Support Functions leads to coordinate disaster damage and impact analysis assessments (identify agency activities and additional needed analysis. Gather, consolidate and evaluate disaster assessment information)
- Identify key recovery issues for their sectors, cross sector issues, potential gaps in assistance and program conflicts.
- Consolidate and package cross-sector issues needing further discussion with other workgroups. Communicate those issues, through the NWG to other workgroups.
- Coordinate the activation of Pre-Scripted Mission Assignments and deployment of resources under IAAs to support ESF #14 field operations personnel and expertise support.
- Department/agency utilize the output of the workgroups to conduct internal coordination among their program areas to inform and adjust program design and delivery.

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**Addendum No. 4 to the Memorandum of Agreement
between
EPA's Office of Policy, Economics and Innovation
and the
Federal Emergency Management Agency**

**Interagency Agreement between the Environmental Protection Agency and the Federal
Emergency Management Agency (FEMA) to provide smart growth implementation assistance
in Iowa's natural disaster impacted communities through the Emergency Support Function –
14 (ESF #14)**

Scope of Work

The purpose of this agreement is for EPA to provide smart growth implementation assistance to between three and six of the Iowa disaster impacted communities covered by FEMA's Emergency Support Function 14 (ESF #14) Long-Term Community Recovery initiative.

The U.S. Environmental Protection Agency (EPA) will support the Federal Emergency Management Agency's (FEMA) Emergency Support Function 14 (ESF#14) Long-Term Community Recovery (LTCR) initiative in Iowa for IA-1763-DR by providing technical assistance to LTCR Communities in the following areas:

Applying EPA's Smart Growth Implementation Assistance (SGIA) in the Iowa LTCR communities pursuant to local goals, visions and resources.

The assistance can be provided through the SGIA program:

- Smart growth and sustainable development best practices
- Development of codes and policies to support redevelopment with sustainable best practices
- Community visioning to further LTCR Goals and Visions
- Connecting economic development and other implementation strategies of LTCR Plan and Strategies with sustainable development strategies
- Identifying strategies to implement green and energy efficient building and community built environment strategies
- Identifying site and community level green infrastructure practices.

Processes to accomplish the Smart Growth Implementation Assistance:

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Scoping: EPA, FEMA, the Rebuild Iowa Office (RIO), and representatives from the 10 ESF#14 communities, will identify between 3 and 6 smart growth implementation projects on which to work under this agreement. Once these communities and projects are identified, EPA's implementation assistance team will visit each of these communities and create a scope of work.

Policy Analysis: Based on the initial scoping visit, a team of experts will be formed to assess and analyze existing development policies, codes, ordinances, and practices, disaster recovery goals, and which smart growth approaches could be applied to meet those goals.

Site visits and community interaction: Based on the scope of work, the EPA smart growth implementation team will visit each community to complete the assignments outlined in the scope of work. This work could include meetings with stakeholders, further policy analysis, and charrettes and visioning.

Final technical report and implementation strategy: Provide a technical report with options for implement smart growth strategies that support community goals.

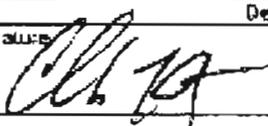
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EPA Interagency Agreement/ Amendment Part 1 – General Information		1. EPA IAG Identification Number		4. Funding Location by Region			
		2. Other Agency IAG ID Number (if known) HSFE07-09-X-0120		5. Program Office Abbreviation			
		3. Type of Action					
6. Name and Address of EPA Organization US Environmental Protection Agency OPEI-OCMP-DCED 1200 Pennsylvania Ave., NW (1807T) Washington, DC 20460			7. Name and Address of Other Agency Department of Homeland Security Federal Emergency Management Agency Joint Field Office DR-1763-IA 4149 120th St., Urbandale, IA 50323-2314				
8. Project Title Providing Technical Assistance to LTRC Communities in the Smart Growth and Sustainable Development Best Practices							
9. EPA Project Officer (Name, Address, Telephone Number) Matthew Dalbey, OPEI-OCMP-DCED 1200 Pennsylvania, Ave., NW, (1807T) Washington, DC 20460 202-566-2860			10. Other Agency Project Officer (Name, Address, Telephone Number) Steve Castaner DHS, Federal Area Field Office (Ph: 816-283-7515) 4500 Wilson Ave., Southwest Suite Cedar Rapids, IA 53404-3112				
11. Project Period February 1, 2009			12. Budget Period September 30, 2009				
13. Scope of Work (Attach additional sheets, as needed): SEE ATTACHED							
14. Statutory Authority for Both Transfer of Funds and Project Activities					15. Other Agency Type		
Funds		Previous Action		Amount This Action		Amended Total	
16. EPA Amount							
17. EPA In-Kind Amount							
18. Other Agency Amount				\$215,000.00		\$215,000.00	
19. Other Agency In-Kind Amount							
20. Total Project Cost							
21. Fiscal Information:							
Program Element	FY	Appropriation	Doc. Control No.	Account Number	Object Class	Continuation/Deobligation Act	
402MA4B	0910	B					

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Part II - Approved Budget		EPA IAG Identification Number
22. Budget Categories	Itemization of This Action	Itemization of Total Project Estimated Cost to Date
(a) Personnel	\$	\$
(b) Fringe Benefits		
(c) Travel	15,000.00	
(d) Equipment		
(e) Supplies		
(f) Procurement/Assistance	200,000.00	
(g) Construction		
(h) Other		
(i) Total Direct Charges	\$ 215,000.00	\$
(j) Indirect Costs: Rate 0.00 % Base \$ 0.00		
(k) Total (EPA Share 0.00 %) (Other Agency Share %): 100	\$ 215,000.00	\$
23. Is equipment authorized to be furnished by EPA or leased, purchased, or rented with EPA funds? (Identify all equipment costing \$1,000 or more)		
		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
24. Are any of these funds being used on extramural agreements (See item 21)		
		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Type of Extramural Agreement <input type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input checked="" type="checkbox"/> Procurement (Includes Small Purchase Order)		
Contractor/Recipient Name (if known) ICF International, Inc	Total Extramural Amount Under This Project	Percent Funded by EPA (if known) 0.00
Part III - Funding Methods and Billing Instructions		
25. <input type="checkbox"/> Funds-Out Agreement (Note: EPA Agency Location Code (ALC) - 68010727)		
<input type="checkbox"/> Disbursement Agreement		
<input type="checkbox"/> Repayment Request for repayment of actual costs must be itemized on SF 1061 or SF 1060 and submitted to the Financial Management Center, EPA, Cincinnati, OH 45288-7002		
<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Upon Completion of Work		
<input type="checkbox"/> Advance Only available for use by Federal agencies on working capital fund or with appropriate justification of need for this type of payment method. Unexpended funds at completion of work will be returned to EPA. Quarterly cost reports will be forwarded to the Financial Management Center, EPA, Cincinnati, OH 45288-7002		
<input type="checkbox"/> Allocation Transfer-Out Used to transfer obligational authority or transfer of function between Federal agencies. Must receive prior approval by the Office of the Comptroller, Budget Division, Budget Formulation and Control Branch, EPA Headquarters. Forward appropriate reports to the Financial Reports and Analysis Branch, Financial Management Division, 2733R, EPA, Washington, DC 20460.		
26. <input checked="" type="checkbox"/> Funds-In Agreement <input type="checkbox"/> Repayment		
<input checked="" type="checkbox"/> Reimbursement Agreement <input type="checkbox"/> Advance		
<input type="checkbox"/> Allocation Transfer-In		
Other Agency's IAG Identification Number HSFED7-09-X-0120	EPA Program Office Allowance Holder/Responsibility Center Number 11WC	
Other Agency's Billing Address (include Agency Location Code or Station Symbol Number)	Other Agency's Billing Instructions and Frequency	

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Part IV – Acceptance Conditions		EPA IAG Identification Number
27. General Conditions The other agency covenants and agrees that it will expeditiously initiate and complete the project for which funds have been awarded under this agreement.		
28. Special Conditions (Attach additional sheets if needed)		
Part V – Offer and Acceptance		
<p>Note: 1) For Funds-Out actions, the agreement/amendment must be signed by the other agency official in duplicate and the one original returned to the Grants Administration Division for Headquarters agreements or to the appropriate EPA Regional IAG administration office within 3 calendar weeks after receipt or within any extension of time as may be granted by EPA. The agreement/amendment must be forwarded to the address cited in Item 29 after acceptance signature.</p> <p>Receipt of a written refusal or failure to return the properly executed document within the prescribed time may result in the withdrawal of the offer by EPA. Any change to the agreement/amendment by the other agency subsequent to the document being signed by the EPA Action Official, which the Action Official determines to materially alter the agreement/amendment, shall void the agreement/amendment.</p> <p>2) For Funds-In actions, the other agency will initiate the action and forward two original agreements/amendments to the appropriate EPA program office for signature. The agreements/amendments will then be forwarded to the appropriate EPA IAG administration office for acceptance signature on behalf of the EPA. One original copy will be returned to the other agency after acceptance.</p>		
EPA IAG Administration Office (for administrative assistance)	EPA Program Office (for technical assistance)	
29. Organization/Address	30. Organization/Address	
Certification		
All Signers certify that the statements made on this form and all attachments thereto are true, accurate, and complete. Signers acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law.		
Decision Official on Behalf of the Environmental Protection Agency Program Office		
31. Signature 	Typed Name and Title Charles Kent, Director, Office of Cross-Media Program	Date 2-18-09
Action Official on Behalf of the Environmental Protection Agency		
32. Signature	Typed Name and Title Sandra Waugh-Williams, Chief, Grants Operations Branch	Date
Authorizing Official on Behalf of the Other Agency		
33. Signature	Typed Name and Title	Date