

MEMORANDUM OF UNDERSTANDING

Between
The Department of the Interior (National Park Service) and the
Department of the Army (Corps of Engineers)

This Memorandum of Understanding entered into this Twenty Sixth day
of May, 1977, by and between the Department of the Interior,
acting through the National Park Service, hereinafter referred to as the
Service, and the Department of the Army acting through the Corps of Engineers,
hereinafter referred to as the Corps.

WHEREAS, the Secretary of the Interior pursuant to Section 403, Public
Law 93-477, approved October 26, 1974, is directed in cooperation with the
Secretary of the Army to conduct studies deemed reasonable and necessary to
determine the causes and extent of the damage to the foundations of the
historic structures of the San Juan National Historic Site in the Commonwealth
of Puerto Rico and to take every reasonable precaution to assure the struc-
tural stability and historical integrity of these structures and the safety of
the visiting public; and

WHEREAS, a preliminary report was prepared pursuant to this authority,
and funds are available to initiate detailed studies; and

WHEREAS, the Secretary of the Interior has prime responsibility for the
preservation of San Juan National Historic Site; and

WHEREAS, the Corps of Engineers has expressed an interest in and a
willingness to cooperate in the stabilization of this historic site.

NOW, THEREFORE, in consideration of the faithful performance of
each party of the mutual covenants and agreements hereinafter set forth
it is mutually agreed as follows:

Article I

The purpose of this Memorandum of Understanding is to establish responsibilities respecting investigations for, and the design and construction of, appropriate restorative and protective works for the San Juan National Historic Site.

Article II

The Corps, with the approval and concurrence of the Service, will investigate existing conditions and design and construct the necessary restorative and protective works subject to the prior review and approval of and in accordance with priorities to be furnished the Corps by the Service.

Article III

The Corps and the Service will jointly develop a schedule for each succeeding fiscal year covering the work required. The Corps and the Service will designate a Project Coordinator and a Regional representative. Copies of Corps progress reports will be made available to the Project Coordinator and Regional Representative.

Article IV

Each year, at the beginning of the budget cycle, the Corps will inform the Service of the estimated amount of money required for design and construction of restorative and protective works for the San Juan National Historic Site and related costs and expenses for the succeeding fiscal year as a basis for the annual budget submission by the Service.

Article V

It shall be the responsibility of the Service to obtain, program, and budget for funds required for all the costs and expenses. Funds made available to the Service for the design and construction work shall be transferred promptly to the Office, Chief of Engineers, Agency 96, for use by the District Engineer, U. S. Army Engineer District, Jacksonville, Florida. The Corps will provide required data to the Service necessary for presenting testimony to the appropriate Committees of the Congress or others in support of the Service's annual budget request for this project.

Article VI

All lands, easements and rights-of-way necessary for investigations and/or construction will be obtained by the Service.

Article VII

The Service will prepare the report to the Advisory Council on Historic Preservation required under Section 106 of the National Historic Preservation Act of 1966, 80 Stat. 915, 917, 16 U.S.C. 470, and will take such other actions as are required under Executive Order 11593, 13 May 1971, as set forth in 36 Federal Register 8921.

Article VIII

The Service will determine whether an environmental impact statement or environmental assessment will be required. The Corps will prepare the statement or assessment on the project for issuance by the Service as required by Section 102(2)(c) of the National Environmental Policy Act

of 1969 (Public Law 91-190), 42 U.S.C., S4332, and Section 122 of the River and Harbor Act of 1970 (Public Law 91-611).

Article IX

The Service Project Coordinator will provide on-site assistance and coordinate the day-to-day matters between the Corps project office and the Service, including review of design memorandums for each major feature of the project prior to construction.

Article X

The Corps will provide an estimate of administrative and contract costs required to accomplish all work proposed for the Fiscal Year 1978 Budget Program and an estimate of the total time required to complete this phase of the program.

Article XI

The Service, in consultation with the Corps, will establish certain reporting and accounting procedures designed to expedite necessary reviews. Reports on obligations and expenditures, including administrative and contract costs, will be submitted on a monthly basis by the Corps.

Article XII

The Corps will make available to authorized representatives of the Service for their review all records during the course of the program.

Article XIII

The Corps will prepare detailed reports on the geologic investigations, structural analysis, effect of wave action and other design determining factors for the records of the San Juan National Historic Site. Copies

of all design memorandum, model studies reports, and originals of all "as built" contract drawings will also be provided for the historical records of the site.

Article XIV

In addition to the cost estimates set out in Article X, estimates of design and contract costs required for the balance of the project will be provided by the Corps and updated annually at the beginning of the budget cycle.

Article XV

Funds including contingencies will be advanced to the Corps when they become available to the Service and shall be sufficient to cover all requested activities, including administrative costs. Contingency amounts will be separately accounted for by the Corps and used to cover contract awards when bids exceed estimated costs and when contract overruns are incurred. Any unused contingents will be returned to the Service.

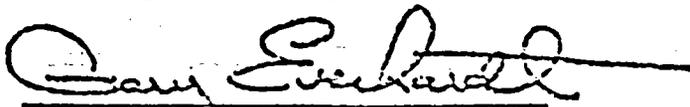
Article XVI

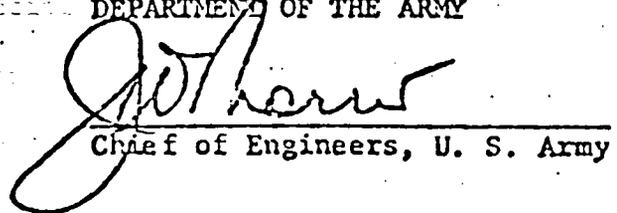
The period of this Memorandum of Understanding shall be for a period of seven years from the date first written or such other period as may be mutually agreed to by the parties hereto.

In Witness Whereof, the parties hereto have executed this Memorandum of Understanding as of the day and year first above written.

DEPARTMENT OF THE INTERIOR

DEPARTMENT OF THE ARMY


Director, National Park Service


Chief of Engineers, U. S. Army

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*signed
on 3 July 1987 for
another 5 year term.*

MEMORANDUM OF UNDERSTANDING

Between

The Department of the Interior (National Park Service)

and the

Department of the Army (Corps of Engineers)

Amendment No. 1

In accordance with Article XVI of the Memorandum of Understanding which expires May 26, 1984, we agree to extend this Memorandum of Understanding for an additional 5 years, with a termination date of May 26, 1989.

DEPARTMENT OF THE INTERIOR

DEPARTMENT OF THE ARMY

Russell E. Dickerson
Director, National Park Service

Richard M. Wells, MG, USA
Chief of Engineers, U.S. Army

Date: 4-20-84

Date: 29 MAY 1984

MEMORANDUM OF UNDERSTANDING

Between

The Department of the Interior (National Park Service)

and the

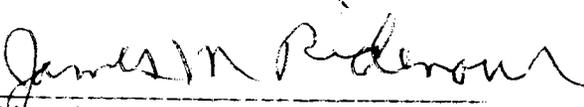
Department of the Army (Corps of Engineers)

Amendment No. 2

In accordance with Article XVI of the Memorandum of Understanding which expires May 26, 1989, we agree to extend the Memorandum of Understanding for an additional 5 years, with a termination date of May 26, 1994.

DEPARTMENT OF THE INTERIOR

DEPARTMENT OF THE ARMY



Director, National Park Service

Date: 25 MAY 1989



Chief of Engineers, U.S. Army

Date: 3 July 1989