

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
U.S. DEPARTMENT OF COMMERCE  
AND  
U.S. DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS

20p 85

- I. PURPOSE: The purpose of this Memorandum of Understanding (MOU) is to establish the relationship, arrangements, and general procedures under which the Department of Commerce (DOC) and the U.S. Army Corps of Engineers (COE) will operate in executing assigned tasks agreed upon relating to acquisition of real property for the National Weather Service (NWS).
- II. AUTHORITY: The authority to execute this agreement is vested in the parties hereto by the provisions of 31 U.S.C. Section 1535; Section 219 of Public Law No. 89-298; and Public Law No. 98-411.
- III. POLICY: Upon agreement between the DOC and the COE, the Corps will provide real property acquisition service which will be funded by DOC for the National Weather Service (NWS). This MOU is not binding on DOC to utilize COE services nor to require COE to accept work assignments from DOC. However, both agencies agree to work together to define and describe the scope and magnitude of the real property acquisition services required.
- IV. SCOPE: The work consists of real property acquisition, preparation of all pertinent documents relating to the acquisition of real property, and delivery to the DOC/NWS of all required documentation pertaining to said acquisitions. The exact site locations are yet to be determined but will be decided by DOC as well as the specific services required.
- V. RESPONSIBILITIES:
  - A. The Department of Commerce will be responsible for providing an adequate definition of requirements including identification of property sites, priority of acquisition, dates of need, appropriate approvals, consultation on matters of question, site survey and environmental impact statement information.
  - B. The Corps of Engineers will be responsible for assigning projects to the appropriate COE district for procurement, serving as the Real Property Contracting Officer,

and providing all real estate services. Such services include but are not limited to, title search, survey/mapping, legal description, negotiation, appraisal, legal review, and closing.

VI DELEGATION OF AUTHORITY:

By execution of this agreement, authority is hereby delegated to the Chief of Engineers and to his Director of Real Estate, to take the following actions under Titles II and III of Public Law 91-646, consistent with established Federal guidelines:

- A. To make findings, determination and payments, including advance payments;
- B. To grant approvals and assurances;
- C. To provide relocations advisory programs and services;
- D. To establish regulations and procedures and to coordinate with other Federal and State agencies;
- E. To provide a procedure within the Office, Chief of Engineers, for the review of the applications of persons aggrieved by determinations as to eligibility for payments or the amount of payments, as authorized by Public Law 91-646;
- F. To accept any offer to sell in the amount of or less than an approved appraisal;
- G. To accept any reasonable offer to sell at an amount in excess of the approved appraisal upon a finding that such offer will be in the best interests of the United States up to 15% over maximum appraisal. Offers exceeding 15% subject to prior approval of DOC.

VII TITLE DOCUMENTS: Closing papers and all muniments of title will be furnished to the DOC within six months after the Corps has acquired title to each tract for the project. In the event tracts are acquired by condemnation, the Corps shall retain papers necessary to assist the Department of Justice in the handling of the condemnation case, which will be sent to the DOC after the condemnation case has been closed.

VIII FUNDING AND REIMBURSEMENT:

- A. The Corps will inform DOC of the estimated amounts required for land acquisition, relocation assistance, and administrative expenses. It shall be the responsibility of DOC/NWS to furnish funds in advance by SF-1080 (Voucher For Transfers Between Appropriations and or Funds) to the Corps for the aforementioned purpose.
- B. Transfer of funds and related accounting matters shall be referred to and arranged by the appropriate official of each agency as follows:

DOC/NWS

Mrs. Miriam Kluth  
NOAA/NWS -WX7  
NEXRAD Program Office  
8060 - 13th Street  
Silver Spring, Maryland 20910  
Commercial (202) 427-7988 (or 8144)

COE

Mr. Les Bankson  
U.S. Corps of Engineers DAEN-REP-R  
20 Massachusetts Avenue, N.W.  
Washington, D.C. 20314-1000  
Commercial (202) 272-0528

IX AUDIT AND REVIEW: Land acquisition activities and expenditures of funds may be subject to review or audit by DOC at any time. In the event that there are any errors or deficiencies found, the Corps will undertake immediate remedial action to correct same. All NON-ESTIMATED EXPENSES, expenditures expected to exceed 10% of estimated cost, and all proposed condemnation proceedings are subject to prior approval by the recognized DOC/NWS Real Property Project Coordinator.

X CONTACTS

For the Department of Commerce:

Mr. Ronald Sellers, Assistant Director  
Administrative Support Centers  
Department of Commerce, Room 6863  
14th & Constitution Avenues, N.W.  
Washington, D.C. 20250  
Commercial (202) 377-8128  
FTS 8-377-8128

In his absence contact:

Ms. Lee Koehn, Real Property Project Coordinator  
Department of Commerce  
Eastern Administrative Support Center  
Real Property Management Branch  
253 Monticello Avenue, Room 307  
Norfolk, Virginia 23510  
Commercial (804) 441-6575  
FTS 8-827-6575

For the Corps of Engineers:

Ms. Elizabeth Fagot  
Acquisition Division DAEN-REA-P  
Directorate of Real Estate  
Corps of Engineers  
20 Massachusetts Avenue, N.W., Room 5228  
Washington, D.C. 20314-1000  
Commercial (202) 272-0496

In her absence contact:

Mr. Herbert Fahy, Asst. Chief  
Acquisition Division DAEN-REA  
Directorate of Real Estate,  
Corps of Engineers  
20 Massachusetts Avenue, N.W., Room 5228  
Washington, D.C. 20314-1000  
Commercial (202) 272-0496

- XI REPORTS AND DOCUMENTATION: The Corps shall provide monthly status reports for each land acquisition and other normal and reasonable progress, financial and related reports as requested by DOC.

**XII PUBLIC INFORMATION:**

A. Justification and defense of this DOC/NWS project before Congress and/or the Executive Branch of Government will be the responsibility of DOC.

B. Public and Congressional affairs activities will be the responsibility of DOC.

C. All inquiries regarding this project including selection of sites and information regarding the site acquisition process will be directed to DOC with support information supplied, on request, from COE.

**XIII AMENDMENTS AND TERMINATION:** This MOU may be modified or amended by mutual consent on written agreement between DOC and COE. It may be terminated by mutual written agreement or by either party giving 30 days written notice to the other. In the event of termination, the DOC will be responsible for the costs incurred in the closeout of ongoing contracts which have been exclusively dedicated to the DOC program. The Corps will retain contract administration responsibility for the DOC project until this MOU is terminated, the contract is cancelled, or completed. Following completion full contract responsibility will revert to DOC/NWS.

**XIV EFFECTIVE DATE:** This MOU will be effective upon signature by the principal DOC and COE officials. It shall remain in effect indefinitely, but is not to exceed five years duration. Upon the request of either party, both parties will review this MOU to assure that it continues to reflect the appropriate understandings and procedures to reflect current needs and responsibilities. After affixing signatures to this MOU and prior to commencement of work to be performed, the DOC and COE will agree to a written scope of actual work.

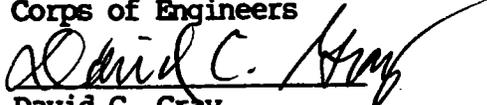
Department of Commerce

  
Richard M. Hadsell

Title: Director, Administrative Support Centers  
Address: Dept. of Commerce, Rm. 6863  
14th & Constitution Ave., N.W.  
Washington, D.C. 20250

Date: 9.6.85

Corps of Engineers

  
David C. Gray

Title: Director of Real Estate (DAEN-REZ)  
Address: 20 Massachusetts Avenue, N.W.  
Washington, D.C.  
20314-1000

Date: 9/6/85

Interagency Agreement  
No.: 065WCF95092

INTERAGENCY AGREEMENT  
BETWEEN  
UNITED STATES DEPARTMENT OF COMMERCE  
NATIONAL OCEANIC & ATMOSPHERIC ADMINISTRATION (NOAA)

AND

UNITED STATES DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS

**ARTICLE 1 - SERVICES**

Under the terms of this agreement, the U.S. ARMY CORPS OF ENGINEERS (COE) agrees to provide field inspection, construction management, contract administration and documentation as necessary for work as described herein relating to the National Oceanic & Atmospheric Administration's Great Lakes Environmental Research Laboratory, located at 1431 Beach Street, Muskegon, MI 49441.

**ARTICLE 2 - AUTHORITY**

31 USC 1535

COE Regulation ER 1140-1-211,  
Work, 22 June 1992

Commerco  
NOAA

Reimbursable

1st Endorsement, CENCDC-PE-P (

**ARTICLE 3 - OBJECTIVES**

The United States, acting through the NOAA and the COE will enter into Interagency Agreement No. 065WCF95092 to identify pertinent areas where the COE can provide technical expertise in the field of shoreline erosion control, inspection, consultation, construction and related activities in connection with NOAA owned and operated facilities.

**ARTICLE 4 - STATEMENT OF WORK**

The NOAA and COE, acting in accordance with the provisions of this interagency agreement, shall carry out the following specified activities:

A. Contract Administration and Technical Review: Using construction drawings, quantity and cost estimates, the COE shall modify Contract No. DACW95-95-C-0060 to install riprap stone along the shoreline of the Great Lakes Environmental Research Laboratory (GLERL). The stone will be 700-1400 lbs and be of the same quality as required by the above contract. NOAA shall pay all cost for construction, supervision and inspection during

Interagency Agreement  
No. 065WCF95092

construction and the administrative costs associated with the contract modification to install the riprap stone along the GLERL shoreline. The COE shall administer the modification to the contract, from preconstruction to final acceptance, acting as agent for the NOAA. The NOAA will obtain all permits, environmental documents, and right-of-way necessary for construction. All necessary coordination with the U.S. Department of Natural Resources will be performed by the NOAA, prior to construction.

B. Field Work: The COE shall provide contract administration functions for placement of riprap stone along the shoreline of the GLERL. The COE shall be responsible for the final determination of all quantities. The COE shall also provide the expertise to direct actual placement of the stone in accordance with the contract modification. NOAA shall provide an access to the worksite and an area, in close proximity to the GLERL shoreline, for stone offloading and a temporary contractor work and storage area.

**ARTICLE 5 - PAYMENT**

NOAA funds are provided in the amount of \$30,000 for the work described herein. A more accurate cost will be provided upon the modification negotiation completion. NOAA agrees to reimburse the COE for actual costs incurred in the completion of work set forth in this agreement. The COE will notify NOAA if the estimated cost will exceed the NOAA authorization and will not incur additional cost until NOAA provides additional funds. Monthly billings will be presented to NOAA on a Standard Form 1080 bill and NOAA will make payment by check to FAO, USAED, Detroit, PO Box 1027, Detroit, MI 48231-1027, within 30 days from receipt of the bill.

Payment request must include a reference to Interagency Agreement 065WCF95092. The location code and account number for NOAA are: Agency Location Code N/A, and Account Number: AW640 QP4AFMHK.

COE 1080 bills shall be mailed to:

DOC/CASC  
Finance Division CC1  
Attn: Marilyn Dejarnatt  
601 E. 12th Street Room 1765  
Kansas City, Missouri 64106

Interagency Agreement  
No. 065WCF95092

**ARTICLE 6 - PROGRESS REPORTS**

COE will provide verbal progress reports to the on-site NOAA representative describing work accomplished during the period. A final completion report will be provided to:

National Oceanic & Atmospheric Administration  
Central Administrative Services Center  
Attn: Mrs. Margaret Caswell  
Kansas City, Missouri  
and

National Oceanic & Atmospheric Administration  
Great Lakes Environmental Research Laboratory  
Attn: Gary L. Fahnenstiel, Ph.D.  
1431 Beach St.  
Muskegon, Michigan 49441

**ARTICLE 7 - TERMS OF AGREEMENT**

When executed by both parties, this agreement shall be in effect for 6 months. The parties acknowledge that the relationship required to perform the functions contemplated by this agreement is anticipated to last no more than 6 months.

This agreement may be terminated upon mutual agreement or upon 30 days written notice by either party.

**ARTICLE 8 - DISPUTES**

The parties agree to seek in good faith to resolve a disputed issue through negotiation or other forms of alternative dispute resolution, mutually acceptable to the parties.

**ARTICLE 9 - CORPS OF ENGINEERS CONTACTS**

Design Engr and COTR - Mr. Thomas W. O'Bryan (616)842-5510, ext. 23

Contracting Officer - Mr. George Fedynsky (313)226-6356

Finance Officer - Mr. David Kurty (313)226-6830

Interagency Agreement  
No. 065WCF95092

**APPROVALS:**

BY: Margaret L. Caswell 9/8/95  
Margaret Caswell  
Contracting Officer

BY: R O Buck 9/11/95  
Department of the Army  
Randolph O. Buck, COL, EN  
Commanding, USAED, Detroit

SUPPORT AGREEMENT  
between  
THE UNITED STATES DEPARTMENT OF DEFENSE  
DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS  
COLD REGIONS RESEARCH AND ENGINEERING LABORATORY  
and  
THE UNITED STATES DEPARTMENT OF COMMERCE  
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION  
NATIONAL WEATHER SERVICE  
OFFICE OF HYDROLOGY

3/88

Reimburse CRREL for NOAA

Relative to: Cooperative support of Remote Sensing Hydrology Program

This agreement is entered into on behalf of the Corps of Engineers' Laboratory Community by the U.S. Army Cold Regions Engineering Laboratory (USACRREL), Hanover, New Hampshire and the National Oceanic and Atmospheric Administration National Weather Service, Office of Hydrology, Silver Spring, Maryland. The purpose of this agreement is to support the Corps of Engineers to provide operational, remotely sensed hydrology data to major Federal hydrology agencies for use in operational and research hydrology programs. CRREL, as the Remote Sensing Program Manager for the Corps of Engineers, by this agreement intends to support this multi-agency, operational Remote Sensing Hydrology Program, subject to availability of funds. The data generated by NOAA will be used by the Corps to evaluate various hydrology models presently being used by the Corps of Engineers.

General Provisions

1. NOAA will provide the Corps of Engineers remotely sensed hydrology products for real-time use in both operational and research hydrology programs. During the course of the multi-agency program, NOAA will be establishing and maintaining techniques and procedures necessary to generate real-time, operational satellite hydrology products.
2. The level of support that CRREL will provide to NOAA, subject to availability of funds, is approximately \$60K-\$90K per fiscal year, FY88-92.

Encl # 2

<u>FY88</u>	<u>FY89</u>	<u>FY90</u>	<u>FY91</u>	<u>FY92</u>
\$90.0	\$89.7	\$64.2	\$69.0	\$59.8

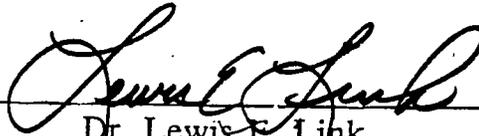
3. Services under this agreement may be terminated by either party. Notification of intent to terminate the agreement will be given as soon as possible. However, written notice must be provided not less than thirty (30) days in advance of the effective date of termination.

4. Points of contact with regard to this agreement are Dr. Harlan L. McKim (CRREL-RD) and Thomas Carroll (NOAA NWS).

UNITED STATES DEPARTMENT OF DEFENSE  
DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS  
COLD REGIONS RESEARCH AND ENGINEERING LABORATORY

3-21-88

Date



Dr. Lewis E. Link  
Technical Director, CRREL

UNITED STATES DEPARTMENT OF COMMERCE  
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION  
NATIONAL WEATHER SERVICE  
OFFICE OF HYDROLOGY

3/30/88

Date



Dr. Michael D. Hudlow  
Director, Office of Hydrology

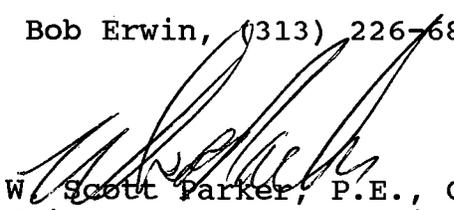
CENCE-CO-C

NOAA  
Reimb 9/95

MEMORANDUM FOR Commander, North Central Division, ATTN:  
CENCD-PE-ED (J. Miller), River Central  
Building, 14th Floor, 111 North Canal Street,  
Chicago, Illinois 60606-7205

SUBJECT: Support for Others; Reimbursable Work, U.S. Department  
of Commerce National Oceanic & Atmospheric Administration, Great  
Lakes Environmental Research Laboratory, Muskegon Harbor,  
Michigan, Shoreline Erosion Control

1. Reference: CENCD-PE-PP, dated 31 Aug 1995, 1st Endorsement,  
Subject as above.
2. Enclosed is a copy of the executed Interagency Agreement  
between the Detroit District, Corps of Engineers and the U.S.  
Department of Commerce, National Oceanic & Atmospheric  
Administration. As requested, we are forwarding a copy of the  
agreement to CECW-I.
3. The POC for this matter is Mr. Bob Erwin, (313) 226-6863.

  
W. Scott Parker, P.E., Chief,  
Chief, Programs & Project  
Management Division

Enclosure

cf: CECW-I ✓