

8/88

MEMORANDUM OF AGREEMENT
BETWEEN THE
DEPARTMENT OF THE ARMY
AND
DEPARTMENT OF THE INTERIOR

1. PURPOSE. This Memorandum of Agreement (MOA) outlines a framework for reimbursable technical assistance to be provided by the Department of the Army (DA) to the Department of Interior (DOI) concerning improvements in water resources and other infrastructure developments in the US Territories of American Samoa and Guam, the Commonwealth of the Northern Mariana Islands (CNMI), and the Freely Associated States (FAS) in the Pacific Ocean.

2. AUTHORITY. The Department of the Army is authorized to enter into reimbursable technical assistance agreements with other US Government agencies under the Economy Act (31 U.S.C. 1535) and 10 U.S.C. 3036(d).

3. POLICY. To the extent agreed by DA, technical assistance will be provided as requested and funded by DOI. Nothing in this MOA shall be construed to require DOI to use the services of nor to require DA to accept the assignments of DOI. However, both agencies expect implementation of this MOA to result in increased technical assistance to be rendered to DOI by DA subject to the existing program and manpower constraints. Individual work requests and funding arrangements will be set forth in separate agreements executed by the parties and will be subject to the availability of funds to DOI.

4. SCOPE OF ASSISTANCE.

a. Scope of Technical Services. Technical assistance shall be comprised of planning, engineering, construction management or other professional services within DA capabilities. The primary objectives are to assist the US territories, the CNMI and the FAS by implementing capital improvement measures for water resource and infrastructure developments including the areas of navigation, shore erosion control, flood control, water supply, water quality, wastewater treatment, electrical power generation and miscellaneous utilities and roadways. The following activities may be included within the services provided by DA.

(1) Planning activities include development of baseline data, physical and economic analyses, environmental resource analyses, plan formulation, feasibility analyses including engineering and cost analyses, coordination with all principal and affected parties, and development and furnishing study reports.

(2) Technical and engineering services include detailed design analysis and all engineering services required for the preparation of construction documents.

(3) Construction management services include all project management, planning, financial and program management, field and office engineering, inspection, and quality assurance.

(4) Other professional services include social, cultural and biological evaluations, special studies, analyses and reports required for one-time use, such as litigation support service.

(5) Such services may be provided by DA directly through U.S. Army Corps of Engineers (USACE) in-house forces or by contract.

b. Final Products. Final products shall be consistent with the scope of work mutually developed for each request. Products will reflect standards consistent with DA standards, regulations and policies unless otherwise defined. Product standards may be modified to meet needs, climate, and statutory/regulatory conditions of each locale.

5. REVISIONS, ADDITIONS AND MODIFICATIONS. Revisions, additions and modifications to this agreement as identified by either party will be pursued expeditiously.

6. PROGRAM FUNDING.

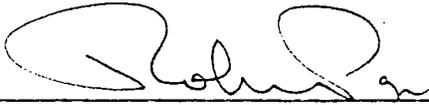
(1) Financing. All support managed, supervised, or performed by DA for DOI shall be funded by DOI. Cost of services will vary in proportion to the scope of work developed cooperatively between DOI and DA. DOI will transfer funds to DA, specifically, the Honolulu Engineer District, US Army Corps of Engineers, in advance of the work performed. For major work (over \$100,000), funding transfers will be accomplished by SF-1151, Nonexpenditure Transfer, in accordance with Treasury Financial Manual, Volume I, Section 2060, and OMB Circular A-34, paragraph 81.2b. For small value work (under \$100,000), SF 1080 shall be used to bill costs to DOI on a monthly basis. The accounting system and regulations of the USACE will be used for accounting and allocation of costs. USACE will provide an accounting on completion of all efforts associated with a specific scope of work.

(2) Excess Funding. Upon termination or completion of work executed pursuant to this MOA, any residual funds in DA accounts shall be transferred to the DOI.

7. PROCEDURES FOR REQUEST. Procedures for request, review, acceptance and completion of work are addressed in concept in Annex A.

8. AMENDMENT AND TERMINATION. This MOA may be modified or amended by written agreement between the DOI and the DA. The MOA may be terminated by either party after giving 30-days' written notice. In the event of termination by the DOI, the DOI regional offices shall be responsible for the costs of closing out or transferring of ongoing contracts. The DA shall retain contract administration responsibilities for contracts awarded until such contracts have been financially closed.

DEPARTMENT OF THE ARMY



ROBERT W. PAGE
Assistant Secretary of the Army
(Civil Works)

Date: 7-18-88

DEPARTMENT OF INTERIOR



JANET J. MCCOY
Principal Deputy Assistant
Secretary
Territorial and International
Affairs

Date: AUG 2 1988

ANNEX A

Procedure for Request, Review,
Acceptance and Completion of Work

<u>Communication Via</u>	<u>Action</u>	<u>Time Frame (Working Days)</u>
1. Ltr/FAX	DOI communicates need to DA, specifically, to Honolulu Engineer District (HED).	2 days
2. Ltr/FAX	DA response by HED to DOI need, setting forth scope, time and estimated cost. Copy furnished CECW-R/ASA(CW).	14 days
3. Ltr/FAX/Tele	DOI accepts terms/modifies terms of DA response.	7 days
4. FAX	HED notifies CECW-R/ASA(CW) of intent to accept work within 3 working days.	7 days
5. Ltr	Following completion of work, DA will return any residual funds to DOI.	15 days



DEPARTMENT OF THE ARMY

U.S. Army Corps of Engineers
WASHINGTON, D.C. 20314-1000

REPLY TO
ATTENTION OF:

25 AUG 1988

CECW-RI

MEMORANDUM FOR: Commander, Pacific Ocean Division

SUBJECT: Department of Interior (DOI)-Department of the Army (DA) Memorandum of Agreement (MOA)

1. Attached for your files is a signed copy of the subject MOA. The work which will evolve under this agreement is of great interest to this office and the Office of the Assistant Secretary of the Army (Civil Works). It is because of this interest I would like semi-annual reports from you on the status of current work and notification of agreements for new work as they arise.

2. The Interagency and International Affairs Branch (CECW-RI) will be responsible for staying current on the developments from this MOA. If you have questions or information, your point-of-contact on this matter is Ms. Leslie Geiger, (202) 272-0118.

FOR THE COMMANDER:

Attachment


BORY STEINBERG
Chief, Policy, Review and
Initiatives Division
Directorate of Civil Works

A. SECTION

III

B. SUBJECT

Department of Interior-DA Memorandum of Agreement (MOA)

C. ENTRY

Interior and DA have signed an umbrella MOA which outlines a framework for reimbursable technical assistance to Interior for improvements in water resources and other infrastructure developments in the US territories of American Samoa and Guam, the Commonwealth of Northern Mariana Islands, and the Freely Associated States in the Pacific Ocean (the Republic of the Marshall Islands and the Federated States of Micronesia). Interior feels there will be an increase in work in the new Pacific nations with the implementation of the Compacts of Free Association and continued demand for Corps technical expertise.

D. ACTION (Office Symbol/Action Officer)

CECW-RI/Ms. Geiger