

MEMORANDUM OF UNDERSTANDING

Between

DEPARTMENT OF STATE

and

THE DEPARTMENT OF THE ARMY

U. S. ARMY CORPS OF ENGINEERS

September 1984

Mike S. [unclear]
OK 9/16/94

MEMORANDUM OF UNDERSTANDING
Between
THE DEPARTMENT OF STATE
And
DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS

I. PURPOSE: The purpose of this Memorandum of Understanding (MOU) is to establish the relationship, arrangements, and general procedures under which the Department of State (DOS) and the Corps of Engineers, Department of the Army (Corps) will operate in the execution of a construction contract for a 25,000 SF communications facility in Beltsville, Maryland, on Department of Agriculture property for an estimated total cost of \$3.0 million.

II. STATUTORY BASIS: This MOU is consistent with and is entered into under the provisions of the Defense Production Act (PL 81-744, as amended), the Federal Civil Defense Act (PL 81-920, as amended); 10 USC 3036(d); and the State Department Basic Authorities Act of 1956 (22 U.S.C. 2675, as amended by Section 121 of PL 98-164).

III. POLICY: The Corps will provide design and construction management, contracting, and other such related services as requested and funded by the DOS.

IV. RESPONSIBILITIES:

DOS RESPONSIBILITIES:

-- Requirement Definition: DOS will provide an adequate basis and guidance for design, construction and real estate services.

CORPS RESPONSIBILITIES:

A. Project Management: The project will be assigned to the Baltimore District for design and construction.

B. Contracting: The Corps will award all contracts pursuant to Federal Acquisition Regulation and serve as the Contracting Officer.

C. Construction Management/Claims: The Corps will provide contract supervision and administration.

D. Real Estate Services: The Corps will provide Real Estate Services, as requested, using standard Corps real estate procedures.

V. FUNDING: All work accomplished by the Corps under this MOU will be on a reimbursable basis. Monthly billings will be via SF-1080, "Voucher for Transfers Between Appropriations and/or Funds."

VI. REPORT AND DOCUMENTATION: The Corps shall provide such normal and reasonable progress, financial, and related reports as required by DOS.

VII. PUBLIC INFORMATION:

A. Justification and defense of the DOS program before Congress and the Executive Branch of Government shall be the responsibility of DOS.

B. Public Affairs shall be the responsibility of DOS.

C. The Corps may provide information to DOS to support contacts with Congress, the Executive Branch, and private citizens, but will in no way have direct contact or responsibility for such contacts.

VIII. AMENDMENTS AND TERMINATION: This MOU may be modified or amended by written agreement between DOS and the Corps. It may be terminated by mutual written agreement or by either party giving 60 days written notice to the other. In the event of termination by DOS, DOS shall be responsible for the cost of closing out ongoing contracts, and the costs for demobilization of personnel and facilities fully dedicated to DOS programs. If the Corps terminates this MOU, DOS and the Corps shall negotiate a settlement amount for the costs of closing out ongoing contracts, and the costs for demobilization of personnel and facilities fully dedicated to DOS programs. The Corps shall retain contract administration responsibilities for contracts awarded by the Corps until such contracts have been financially closed-out.

IX. EFFECTIVE DATE: The MOU shall be effective upon signature by the principal DOS and Corps officials. It shall remain in effect until the work assigned is completed, however, upon the request of either party, usually not more often than annually, both parties shall review this MOU to assure that it continues to reflect the appropriate understandings and procedures to recognize and provide for current needs and capabilities.

U. S. ARMY CORPS OF ENGINEERS

THE DEPARTMENT OF STATE

BY:

TITLE

DATE:


Dir of Eng & Const, USACE

11 Sep 84

BY:

TITLE Deputy Assistant Secretary for Operations

DATE: September 26, 1984



AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN

THE DEPARTMENT OF STATE

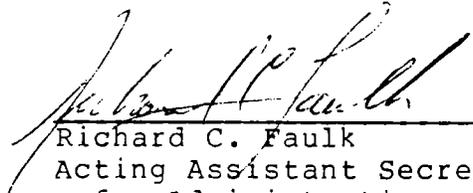
AND

THE DEPARTMENT OF THE ARMY

Dated 11 and 26 September, 1984

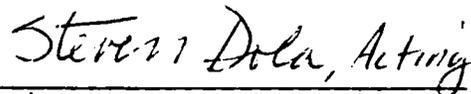
Pursuant to Paragraph VIII of the Memorandum of Understanding (MOU), Amendments and Termination, the parties hereby agree to amend Paragraph I, Purpose, to include an approximately 40,000 SF expansion of the communications facility in Beltsville, Maryland, at an estimated total cost of \$12 million. All terms and conditions of the MOU shall apply to this amendment.

DEPARTMENT OF STATE


Richard C. Faulk
Acting Assistant Secretary
for Administration and
Information Management

Date: August 12, 1988

DEPARTMENT OF THE ARMY


for Robert W. Page
Assistant Secretary of the Army
(Civil Works)

Date: August 24, 1988



DEPARTMENT OF THE ARMY
OFFICE OF THE ASSISTANT SECRETARY

WASHINGTON, DC 20310



24 AUG 1988

Mr. Richard C. Faulk
Acting Assistant Secretary
for Administration and
Information Management
Department of State
Washington, D. C. 20520

Dear Mr. Faulk:

I have signed both copies of the amendment to the State-Army Memorandum of Understanding, which you enclosed with your letter of August 12, 1988. As you suggested, one copy is being returned for your records.

Sincerely,

Robert W. Page, Acting
for Robert W. Page
Assistant Secretary of the Army
(Civil Works)

Enclosure

Bill -

FYI



United States Department of State

Washington, D.C. 20520

September 26, 1984

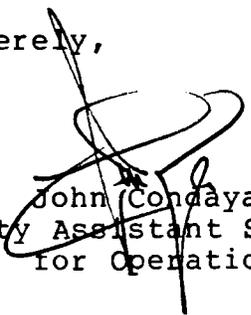
Brig. Gen. Mark J. Sisinyak
Director of Engineering and
Construction
Office of the Chief of Engineers
Department of the Army
Washington, D.C. 20314

Dear General Sisinyak:

Returned herewith is the duly completed Memorandum of Understanding between the Department of State and the U.S. Army Corps of Engineers for the construction of an Alternate Communications Facility.

I wish to thank everyone on your staff for the cooperation they have provided the Department.

Sincerely,


John Condayan
Deputy Assistant Secretary
for Operations

Attachment:
As stated

Alexandra Crawford

#13



DEPARTMENT OF THE ARMY
OFFICE OF THE CHIEF OF ENGINEERS
WASHINGTON, D.C. 20314

REPLY TO
ATTENTION OF:

Engineering and Construction

11 September 1984

SUBJECT: Memorandum of Understanding (MOU) Between The
Department of State and The Department of the
Army, U. S. Army Corps of Engineers

Mr. John Condayan
Deputy Assistant Director for Operations
Department of State
Washington, D. C. 20520

Dear Mr. Condayan:

The attached Memorandum of Understanding (MOU)
between this office and the Department of State is
forwarded for your signature.

Your expeditious execution of this MOU for the
construction of an alternate communications facility
will enable the Corps of Engineers to award a
construction contract by 30 September 1984.

Sincerely,

A handwritten signature in dark ink, appearing to read "Mark J. Sisinyak".

Mark J. Sisinyak
Brigadier General, U. S. Army
Director of Engineering
and Construction

Attachment