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MEMORANDUM OF AGREEMENT
BETWEEN THE
UNITED STATES INFORMATION AGENCY
AND THE
DEPARTMENT OF THE ARMY
FOR
WORLDWIDE SUPPORT OF
THE VOICE OF AMERICA'S
MODERNIZATION AND EXPANSION PROGRAM
BY THE U.S. ARMY CORPS
OF ENGINEERS

~~JMSRELL~~

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This interagency Memorandum of Agreement ("MOA") is made by and between the United States Information Agency ("USIA") and the Department of the Army ("DA") acting on behalf of their respective subordinate organizations, the Voice of America ("VOA") and the United States Army Corps of Engineers ("USACE").

ARTICLE 1 - STATUTORY AUTHORITIES

1.1 This MOA is made pursuant to the provisions of:

1.2.1 National Security Decision Directive 45 of July 15, 1982 (s);

1.2.2 Memorandum from the President for the Director, USIA, dated November 28, 1983 and entitled "Cooperation Among Executive Agencies in the Modernization and Expansion of the Voice of America" (s);

1.2.3 The United States Information and Educational Exchange Act of 1948, Sections 401 and 801(3) (22 U.S.C. 1456 and 1471(3)), as amended;

1.2.4 The Economy Act (31 U.S.C. 1535), as amended; and

1.2.5 10 U.S.C. 3036(d).

ARTICLE 2 - INTENT AND PURPOSE

2.1 VOA is modernizing and expanding its worldwide radio broadcasting system. USACE intends to provide worldwide services, facilities and personnel ("SUPPORT") to support this effort, all of which will be fully funded by USIA. The purpose of this MOA is to set forth the basis on which USACE will provide SUPPORT to VOA.

ARTICLE 3 - THE WORK

- 3.1 USACE's work will consist of various intermittent and discrete assignments (the "WORK") pertaining to the FACILITIES. The WORK may include, but will not be limited to, FACILITIES planning, design, procurement, construction, and start-up.

ARTICLE 4 - SUPPORT AGREEMENTS AND CHANGES THERETO

- 4.1 The WORK, which may consist of one or more specific tasks, shall be documented and approved by execution of a work order, herein called a Support Agreement ("SA"). Each SA shall be made pursuant and subordinate to this MOA.
- 4.2 Each significant change to an existing SA shall be documented and approved in the same manner as a new SA. New SA's and changes to existing SA's are collectively referred to herein as SA's.
- 4.3 The general procedure for obtaining a new SA or changing an existing SA shall be as follows:
- 4.3.1 The designated VOA Modernization Project Manager or VOA's Director of Engineering and Technical Operations shall issue a written request for SUPPORT to the Director, Engineering and Construction, USACE, and shall describe in reasonable detail the WORK for which an SA is needed;
- 4.3.2 Within seven (7) work days after receipt of VOA's request, USACE shall accept or reject it in writing. If the request is accepted, USACE shall consult with VOA promptly concerning the WORK and shall subsequently prepare and deliver to VOA within a reasonable and agreed time the following three components of an SA:
- 4.3.2.1 a Statement of Work that includes a breakdown of the WORK into specific items (tasks) which are identifiable and readily manageable as well as a narrative description of each such item;
- 4.3.2.2 a comprehensive plan for managing and controlling the WORK. This plan shall include, but not be limited to, the components set forth in Exhibit 1, which is attached hereto and made a part hereof; and
- 4.3.2.3 a cover page that bears an SA identification number, references this MOA, summarizes briefly items 4.3.2.1 and 4.3.2.2 above, and provides signature spaces for appropriate VOA and USACE approvals.

These three (3) documents, which together constitute a proposed SA, shall be prepared in reasonable detail consistent with the size and complexity of the contemplated WORK as well as with the amount of information then available about it.

4.3.3 Upon receipt of a proposed SA, VOA shall review it and consult with USACE concerning it. Then, within thirty (30) work days after agreement of VOA and USACE that the proposed SA is complete, correct and in final form, the designated VOA Modernization Project Manager or VOA's Director of Engineering and Technical Operations shall (1) obtain the necessary USIA and VOA certifications and clearances (cf. Section 4.3.4) of the SA and thereafter shall authorize USACE in writing to proceed with the WORK, or (2) shall notify USACE in writing that VOA does not intend to proceed with the WORK. Regardless of which of the actions is taken, USIA shall reimburse USACE for preparation of the proposed SA.

4.3.4 Exhibit 2 is the format for an action memo required to activate an SA. SA's not in excess of ten thousand dollars (\$10,000) require only the signature of the designated VOA Modernization Project Manager or VOA's Director of Engineering and Technical Operations. SA's in excess of ten thousand dollars (\$10,000) but not in excess of one hundred thousand dollars (\$100,000) require that the designated VOA Modernization Project Manager or VOA's Director of Engineering and Technical Operations take the actions shown in items 1 through 5, 7 and 8 below. SA's in excess of one hundred thousand dollars (\$100,000) require that the designated VOA Modernization Project Manager or VOA's Director of Engineering and Technical Operations take the actions shown in items 1 through 8 below.

- (1) Prepare a USIA action memo (USIA Form IA-1213) having the format shown in Exhibit 2, which is attached hereto and made a part hereof;
- (2) Certify, on the action memo, that the SA is needed to satisfy a valid VOA requirement and is technically sufficient to protect the interests of the USIA;
- (3) Request, on the action memo, the certification of the General Counsel, USIA, that the SA conforms to law and regulation in form and content and is legally sufficient to protect the interests of the USIA;
- (4) Request, on the action memo, the certification of the Comptroller, USIA, that funds are available for obligation under the SA and that the correct fund code is cited;
- (5) Request, on the action memo, the clearance of the Associate Director for Broadcasting, USIA (Director, VOA);
- (6) If the proposed SA is in excess of one hundred thousand dollars (\$100,000), request, on the action memo, the clearance of the Director, USIA;

- (7) When the appropriate signatures have been obtained on the action memo, the designated VOA Modernization Project Manager or VOA's Director of Engineering and Technical Operations shall authorize USACE in writing to proceed with the WORK; and
- (8) Provide separately to the Comptroller, USIA, any additional information that may be necessary to facilitate funds transfers and reimbursements to USACE (DAEN-RMF-A).

ARTICLE 5 - FUNDING

- 5.1 All WORK managed, supervised or performed by USACE for VOA shall be funded by USIA. Financing is subject to the availability of Congressional appropriations. Funds transfers of less than one hundred thousand dollars (\$100,000) for initial financing, when time is of the essence in order to commence the WORK, shall be made on a reimbursable basis using a Voucher for Transfers between Appropriations and/or Funds (SF-1080) or a Voucher and Schedule of Withdrawals and Credits (SF-1081), as appropriate. In all other cases, funds transfers shall be made intermittently as required using a Nonexpenditure Transfer Authorization (SF-1151), which shall be executed in conjunction with each SA.
- 5.2 SUPPORT shall be billed at the rates charged to federal agencies that are not part of the Department of Defense. Billable personnel costs shall include salaries, benefits and expenses. USACE shall provide supporting documentation for billings if requested to do so by VOA. . .
- 5.3 Billings shall be submitted to the Directorate of Engineering and Technical Operations, Voice of America, 330 Independence Avenue, S.W., Room 3348, Washington, D.C. 20547.
- 5.4 All unobligated balances of USIA funds shall be returned by USACE to USIA following financial closure of the SA's to which they pertain.

ARTICLE 6 - VOA'S RIGHTS

- 6.1 VOA reserves the right to determine what WORK will be offered or assigned to USACE.
- 6.2 VOA reserves the right to make changes (alterations or additions or reductions) in the WORK, the FACILITIES and any SA in accordance with Article 4 hereof.
- 6.3 VOA reserves all of its rights not explicitly delegated to USACE herein.

ARTICLE 7 - OBLIGATIONS OF USIA

- 7.1 USIA, acting through VOA, shall:
- 7.1.1 have full responsibility for acquisition of all FACILITIES sites and access thereto;
 - 7.1.2 have full responsibility for all intergovernmental and public relations matters concerning the WORK or the FACILITIES;
 - 7.1.3 provide overall policy guidance and overall direction to USACE in performance of the WORK;
 - 7.1.4 provide such managerial, administrative and technical assistance to USACE as may be reasonable and necessary for performance of the WORK;
 - 7.1.5 review and approve USACE's plans for performing the WORK and USACE's major actions (identified in each SA) while performing it;
 - 7.1.6 review and approve certain drawings and documents (identified in each SA) submitted by USACE for these purposes;
 - 7.1.7 accept all WORK, after determining that the same has been properly and completely performed, and terminate all SA's in writing thereafter; and
 - 7.1.8 provide copies of the relevant intergovernmental agreements to USACE whenever SUPPORT is to be provided outside of the United States of America or its territories and possessions.

ARTICLE 8 - OBLIGATIONS OF USACE

- 8.1 USACE shall:
- 8.1.1 perform the WORK or have it performed by third parties in a professional manner using sound engineering and contractual principles and practices as well as proven project management and control procedures, always giving due consideration to USACE's regulations;
 - 8.1.2 advise VOA promptly by the most expeditious means of any labor dispute, political development, act of God or other unforeseen event that may have adverse effects on the cost and schedule for performance of the WORK;
 - 8.1.3 ensure that title to all drawings, specifications, reports and other documents originated by or used by its consultants, contractors and subcontractors in the performance of the WORK is vested solely in the government of the United States of America;

5.3 a narrative description of how USACE proposes to compare actual expenditures with estimated expenditures periodically, identify variances and trends in a timely manner, and identify the causes of same.

6. Drawing and Document Approval List. This component shall include:

6.1 an estimate of the number of drawings, specifications and technical reports that USACE intends to prepare or have prepared by third parties for each item of WORK and the totals for all items of WORK; and

6.2 an estimate of the number of drawings, specifications and technical reports that USACE intends to submit to VOA for review and approval.

United States Information Agency

EXHIBIT 2

ACTION MEMO

USIA/DA MOA FOR WORLDWIDE SUPPORT

MEMORANDUM GC - (Insert name of General Counsel)
SEQUENTIALLY FOR: M/C - (Insert name of Comptroller)
VOA - (Insert name of Director, VOA)

The Director (Insert only if the total value of the Support Agreement exceeds \$100,000)

FROM: VOA - (Insert name)

SUBJECT: New Support Agreement No. ____; (Insert Title)
or
Modification of Support Agreement No. ____; (Insert Title)

(Insert a summary, not to exceed 8 typewritten lines in length, of the SA or modification required. Include cost estimate and schedule.)

CERTIFICATIONS

I. I certify that this SA is needed to satisfy a valid VOA requirement and that it is technically sufficient to protect the interests of the USIA.

Director, Office of Engineering and
Technical Operations, VOA or the designated
VOA Modernization Project Manager

Date

II. I certify that this SA conforms to law and regulation in form and content and is legally sufficient to protect the interests of the USIA.

General Counsel, USIA

Date

III. I certify that funds are available for obligation under this SA and that the correct fund code is cited.

Comptroller, USIA

Date

CLEARANCES

Associate Director for Broadcasting,
USIA (Director, VOA)

Date

Director, USIA (Insert only if the
total value of the Support Agreement
exceeds \$100,000)

Date