

DHS HYNES. pdf

Original

**MEMORANDUM OF AGREEMENT
BETWEEN
U.S. DEPARTMENT OF HOMELAND SECURITY
AND
U.S. ARMY ENGINEER RESEARCH AND DEVELOPMENT CENTER
GEOTECHNICAL AND STRUCTURES LABORATORY**

1. **PURPOSE**. This memorandum of agreement (MOA) is entered into by and between the U.S. Department of Homeland Security (DHS) and the U.S. Army Engineer Research and Development Center, Geotechnical and Structures Laboratory (ERDC-GSL) for the purpose of documenting approval of, and the terms and conditions for, the reimbursable full-time detail of an ERDC-GSL employee to DHS.

2. **AUTHORITIES.**

a. The Economy in Government Act, 31 U.S.C. 1535

b. ~~DHS Delegation of Authority, Number 10000, which authorizes the Science and Technology Directorate~~ "to perform general management functions in its area of responsibility including, but not limited to, the authority to expend funds, hire personnel, and enter into agreements."

3. **DESCRIPTION.**

a. The detail will conclude on September 30, 2005 with an additional year as an option.

b. The employee being detailed is ~~Dr. [Name]~~, Research Civil Engineer, DB-V, currently ~~per annum.~~ is a career federal employee with the Engineer Research and Development Center (ERDC), Geotechnical and Structures Laboratory (GSL), 3909 Halls Ferry Road, Vicksburg, MS 39180-6199.

c. This detail is for ~~Dr. [Name]~~ to provide DHS with critical scientific expertise needed in the start-up of the DHS Directorate of Science and Technology. ~~Dr. [Name]~~ will serve as the Deputy Portfolio Manager for Critical Infrastructure Protection Research and Development (CIP R&D). As such, she will report to, and be under the supervision of, the Director, CIP R&D. In this role, ~~Dr. [Name]~~ will:

(1) Serve as the deputy to the Director, CIP R&D.

(2) Serve as a liaison between the U.S. Army Corps of Engineers and DHS on research and development projects that address terrorist threats against the Nation's critical infrastructure and other key assets.

(3) Assist in revising and implementing the National CIP R&D Plan she helped develop in an earlier assignment. This will involve coordinating R&D plans and investments across the major infrastructure-related Federal agencies through the National Science and Technology Council system, primarily with the Infrastructure Subcommittee and its two Interagency Working Groups, Physical Structures and Systems and Critical Information Infrastructure Protection.

d. The detail location will be 1120 Vermont Ave., NW, Washington, DC 20528.

4. RESPONSIBILITIES.

a. Time and attendance reports will be sent to ~~XXXXXXXXXX~~ timekeeper, ~~XXXXXXXXXX~~
Phone: ~~(601) 222-1207~~ and Fax: ~~(601) 222-1200~~ on the Thursday before the end of each pay
period.

b. The Director, Geotechnical and Structures Laboratory, ERDC, serves as ~~XXXXXXXXXX~~
supervisor for performance rating purposes and will rate her accordingly with input from the
Director, CIP R&D, Directorate of Science and Technology, for the period of the detail. The
performance approving official shall remain the Deputy Director, ERDC. The ERDC-GSL
instructions and timelines for completing appraisal paperwork will be followed.

c. DHS agrees to reimburse the Corps of Engineers for ~~XXXXXXXXXX~~'s salary, benefits,
travel, and per diem for a current total estimate of \$252,632.26. This estimate assumes benefit
rates will remain the same, no annual leave will be used, and a 3.26% pay raise will be effective
January 2005. This amount may be amended as needed to allow for any adjustments in the
projected costs. DHS agrees to advance the Corps of Engineers the funds for the amount of the
FY 2005 estimate within 30 days after the date this Agreement is approved. Financial
reconciliation, if needed, will be made during the last 30 days of the assignment. Funding
documents will be sent to ERDC - GSL; ~~XXXXXXXXXX~~
~~Vicksburg, MS 39180-6199~~

d. ~~XXXXXXXXXX~~ will be reimbursed for per diem and transportation expenses in accordance
with the Federal Travel Regulations. She will receive 55% of the daily per diem rate for the
Washington, D.C. area. She will submit travel vouchers to ERDC, which will reimburse her
directly for these expenses.

e. DHS will pay for any business travel performed by ~~XXXXXXXXXX~~ on behalf of DHS in
addition to four round trip visits to Vicksburg throughout the period of this agreement. She will
submit travel vouchers to ERDC, which will reimburse her directly for these expenses.

5. TRANSFER OF FUNDS. Advanced funding is being provided by DHS under the following
accounting codes:

DHS Appropriation Code: 7050810 (Salaries & Expenses)
DHS Agency Location Code: 70-08-1512
DHS DUNS Number: 052368391

DHS Billing Address:
U.S. Department of Homeland Security
Science & Technology Directorate
Washington, DC 20528

Advanced funding and any supplemental payments at the conclusion of ~~XXXXXXXXXX~~ detail will be
sent to:

ERDC - GSL
ATTN: GV-B, ~~XXXXXXXXXX~~
3909 Halls Ferry Rd
Vicksburg, MS 39180-6199

6. POINTS OF CONTACT (POC's).

a. DHS administrative POC is ~~XXXXXXXXXX~~ S&T Directorate, Department of Homeland Security, Washington, DC 20528; telephone ~~XXXXXXXXXX~~.

b. DHS financial POC is ~~XXXXXXXXXX~~, R&D Business Manager, Department of Homeland Security, Washington, DC 20528; telephone ~~XXXXXXXXXX~~.

c. GSL POC is ~~XXXXXXXXXX~~, Director, GSL, ERDC Vicksburg, MS, telephone ~~XXXXXXXXXX~~.


7. DISPUTE RESOLUTION. In the event of a dispute between the parties, DHS and ERDC-GSL shall use their best efforts to resolve the dispute at the working level in an informal fashion through consultation, coordination, and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. In the event that such informal means cannot resolve the dispute, the issue will be raised to the agreement signatory level for final resolution.


8. OTHER PROVISIONS. Nothing in this Agreement is intended to conflict with current law or regulation or the directives of DHS or GSL. ~~If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.~~

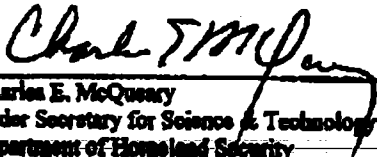
9. MODIFICATION. This agreement may be modified upon the written consent of both parties hereto.

10. TERMINATION. The terms of this agreement, as they may be modified with the consent of both parties, will remain in effect until September 30, 2005, on which date it will terminate. This agreement may be extended by the written agreement of both parties hereto. Either party may terminate this agreement upon 30 days written notice to the other party.

AGREED TO:

By: 
Geotechnical and Structures Laboratory

By:  3/22/05
David Pittman, Director
Geotechnical and Structures Laboratory

By:  3/22/05
Charles E. McQueary
Under Secretary for Science & Technology
Department of Homeland Security

DETERMINATIONS AND FINDINGS PURSUANT TO 48 CFR 17.503

Department of Homeland Security warrants:

- that sufficient funding amounts are available;
- that this agreement is in the best interest of the United States Government; and
- that the services requested cannot be provided by contract as conveniently or cheaply by a commercial enterprise.

It has been determined that this Economy Act order:

- does not require contracting action by the servicing agency; or
- does require contracting action by the servicing agency and that one of the following circumstances exists:

the acquisition will appropriately be made under an existing contract of the servicing agency, entered into before placement of the order, to meet the requirements of the servicing agency for the same or similar supplies or services;

the servicing agency has capabilities or expertise to enter into a contract for such supplies or services which is not available within the requesting agency; or

the servicing agency is specifically authorized by law or regulation, i.e., [set forth the citation for the law or regulation], to purchase such supplies or services on behalf of other agencies.

Sandra Cover 2/16/05

SANDRA COVER
CONTRACTING OFFICER