

386

MEMORANDUM OF AGREEMENT
Between
U.S. Department of Justice
Drug Enforcement Administration
and
The Department of the Army

I. Purpose: The purpose of this Memorandum of Agreement (MOA) is to establish the relationships, arrangements, and general procedures under which the Department of Justice, Drug Enforcement Administration (DEA) and the Corps of Engineers, Department of the Army (Corps) will operate in executing DEA assigned tasks.

II. Statutory Basis: This MOA is consistent with and is entered into under the following statutory authorities: Section 601 of the Economy Act of 1932, as amended (31 U.S.C. 1535) and 10 U.S.C. 3036(d).

III. General Scope: This work is envisioned to consist of design, design management, environmental document preparation, contracting, and construction management for an intelligence facility, to be located at Fort Bliss, Texas.

IV. Responsibilities:

A. DEA is responsible for:

1. Requirements Definition: DEA will provide an adequate definition of requirements which will form the basis for design and for preparation of any required environmental documents.

2. Providing Funds: DEA will provide the necessary funds to accomplish the work, and pay administrative costs.

3. Program Management: DEA will provide priority, need dates, necessary approvals, and acceptance of the products. Upon completion of the work, each facility or product shall be accepted.

B. The Corps is responsible for:

1. Project Management: The project will be assigned to the appropriate Corps district for design and construction execution.

2. Contracting: The Corps will advertise and award all contracts necessary for the design and construction of the facility and serve as the Contracting Officer on behalf of DEA for these procurement actions.

3. Real Estate: Subject to availability of lands at Fort Bliss, the DA, acting through the Corps of Engineers, will take all necessary outgrant action to make the required lands available to DEA for use in connection with construction of the facility.

4. Design Review: The Corps will be responsible for design reviews at scheduled design milestone dates and coordination with DEA at key points in the design process.

5. Construction Management: The Corps will provide supervision and administration of the construction contract in accordance with Corps organizational procedures to assure progress and quality assurance.

6. Environmental Documents: The Corps will provide environmental documents as requested. The DEA shall retain lead agency responsibilities.

V. Funding: All work managed, supervised or performed by the Corps for the DEA shall be funded by the DEA. Financing is subject to the availability of Congressional appropriations. Major funding transfers from DEA shall be made intermittently as required using a Nonexpenditure Transfer Authorization (SF-1151). Relatively minor or small funding transfers from DEA for commencing work in a timely manner 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 Withdrawal and Credits (SF-1081), as appropriate.

VI. Procurement Policy: All work assigned to the Corps shall be performed in accordance with the Federal Acquisition Regulation (FAR) as implemented by the Department of Defense Supplement to the FAR and the Corps' policies and procedures descending from these regulations. The Engineers' Board of Contract Appeals will be used as the forum for resolving contract disputes under Corps awarded contracts.

VII. Reports and Documentation: Design and construction management data is to be reported periodically. Where practical, the "Automated Military Progress Reporting System" (AMPRS) will be used to provide management data simultaneously to Corps Division Commanders and the Office of the Chief of Engineers (OCE), as well as to DEA. Periodic narrative reports will be initiated at the field operating activity level to keep management informed of project status at higher echelons. Financial reporting shall include the monthly submission of Standard Form 133, Report on Budget Execution, and such other reports available from the Corps financial systems as may be requested by the DEA.

VIII. Public Information:

A. Justification and defense of the DEA program before Congress and the Executive Branch of Government, and coordination with State Governments (EO 12372) shall be the responsibility of DEA.

B. Public Affairs activities shall be the responsibility of DEA.

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

D. The Corps will make public announcements and respond to all inquiries

received relating to the normal procurement and contract administration process.

IX. Amendments and Termination: This MOA may be modified or amended by written agreement between the DEA and the Corps. 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 DEA shall be responsible for the costs of closing out ongoing contracts, and the costs for demobilization of personnel and facilities fully dedicated to the DEA programs. The Corps shall retain contract administration responsibilities for contracts awarded by the Corps until such contracts have been financially closed out.

X. Effective Date: This MOA shall be effective upon signature by the principal DEA and Corps officials. It shall remain in effect indefinitely; however, upon the request of either party, usually not more often than annually, both parties shall review this MOA to assure that it continues to reflect the appropriate understandings and procedures to recognize and provide for current needs and capabilities.

XI. Actual Work Description: After the signing of this MOA and before any work is performed, the Corps and the DEA shall agree, in writing, to the exact scope of actual work.

DEPARTMENT OF THE ARMY

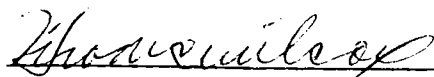
/s/ 

BY: Robert K. Dawson

TITLE: Asst. Secy (Civil Works)

DATE: February 20, 1986

DRUG ENFORCEMENT ADMINISTRATION

/s/ 

BY: Hiram C. Wilcox

TITLE: Contracting Officer

DATE: March 11, 1986

MAR 11 1986

Mr. Donald R. Kisicki
U. S. Army Corps of Engineers
DAEN-CWR-W
Washington, D.C. 20314

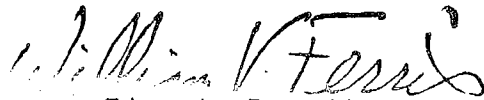
Dear Mr. Kisicki:

We are in receipt of your letter dated February 27, 1986 to Mr. Carl F. Gosbel of our Facilities Management Unit which enclosed a Memorandum of Agreement (MOA) covering design and construction support services for our El Paso Intelligence Center. Mr. Hiram C. Wilcox, Contracting Officer for the Drug Enforcement Administration, has signed the Agreement, and we are returning an original and one copy for you records.

It is our understanding that the 35% Design Study for this project will be forwarded to us within the next few days and, of course, it is important that we have this information for the next phase in acquiring the necessary funds for construction.

We greatly appreciate your cooperation and help on this project. It has been a new experience for us and certainly a pleasant one.

Sincerely,



Edgar L. Barnett
Deputy Assistant Administrator
for Administration

Attachment

Policy, Review and
Initiatives Division

27 FEB 1986

Mr. Carl Goebel
Drug Enforcement Administration
ATTN: DEA-AMGF Rm 231
1405 I Street, N.W.
Washington, DC 20537

Dear Mr. Goebel:

Mr. Robert K. Dawson, the Assistant Secretary of the Army for Civil Works has signed, in duplicate, the enclosed Memorandum of Agreement (MOA) covering design and construction support services for the Drug Enforcement Administration's (DEA) El Paso Intelligence Center (EPIC). We are pleased to be able to assist you in this work.

After signature at your agency please return one original to:

Mr. Donald R. Kisicki
U.S. Army Corps of Engineers
DAEN-CWR-W
Washington, DC 20314

At the time construction is substantially complete, a joint inspection (DEA, Corps, the contractor) will be conducted and a transfer document describing the features of the work and an installed property list showing manufacturer and warranty information will be provided to DEA. Concurrently, a complete set of operations and maintenance manuals, vendor furnished repair parts, and shop drawings will also be furnished. Record drawings showing as-built condition of the facility will follow within four or five months of completion.

Sincerely,

DENNIS J. YORK
Colonel, Corps of Engineers
Executive Director of Civil Works

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DAEN-C

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WOLFF
DAEN-C

[Signature]
STEINE
DAEN-C

[Signature]
YORK
DAEN-C



DEPARTMENT OF THE ARMY
OFFICE OF THE ASSISTANT SECRETARY
WASHINGTON, DC 20310-0103

20 FEB 1986

MEMORANDUM FOR THE DIRECTOR OF CIVIL WORKS *Hal*

SUBJECT: Corps Assistance to the Drug Enforcement
Administration, Department of Justice

This is in response to your January 3, 1986, memorandum concerning the above subject. Both copies of the subject MOA have been signed and are returned with this memorandum.

A handwritten signature in black ink, appearing to read "R. K. Dawson", is positioned above the typed name.

Robert K. Dawson
Assistant Secretary of the Army
(Civil Works)

Attachments

03 JAN 1986

DAEN-CWR-W

MEMORANDUM FOR THE ASSISTANT SECRETARY OF THE ARMY
(CIVIL WORKS)

SUBJECT: Corps Assistance to the Drug Enforcement
Administration, Department of Justice -
ACTION MEMORANDUM

1. Purpose. To obtain Assistant Secretary of the Army (Civil Works) signature on a Memorandum of Agreement (MOA) for the Corps to provide design, construction, and related environmental and engineering support services to the Drug Enforcement Administration (DEA), Department of Justice.

2. Background and Discussion.

a. The DEA has asked the Corps to design and construct its El Paso Intelligence Center (EPIC) to be located on Fort Bliss, Texas. The center would consist of a 40,000-square-foot building which would be shared by several other intelligence using agencies including Immigration and Naturalization Service, Coast Guard, Customs Service, Bureau of Alcohol, Tobacco and Firearms, Federal Aviation Administration, Federal Bureau of Investigation, U. S. Marshalls Service, and Internal Revenue Service. Implementation of the proposed project will include preparation of an Environmental Impact Statement. The estimated cost of the building is between \$5 and \$6 million dollars.

b. The total Corps Civil Works manpower commitment for Fiscal Year 1986 is estimated at about 2 FTEs. Additional manpower requirements, assuming timely Congressional appropriation, are estimated at 5 FTEs for Fiscal Year 1987 and 3 FTEs for Fiscal Year 1988.

c. Acceptance of this DEA mission will not adversely affect our capability to execute our traditional civil and military programs because estimated manpower requirements are relatively insignificant. Accomplishment of DEA work will make a positive contribution to USACE engineering and construction capabilities. All Corps services will be fully reimbursed by DEA.

KISICKI/csk/20118/0977B
Typed: 12 Dec 85

03 JAN 1986

DAEN-CWR-W

SUBJECT: Corps Assistance to the Drug Enforcement
Administration, Department of Justice -
ACTION MEMORANDUM

d. The agreement has been reviewed by our counsel and
found to be legally sufficient.

3. Recommendation. I recommend you sign both copies of the
enclosed MOA and return them to this office for submission to
the DEA.

FOR THE CHIEF OF ENGINEERS:

Enclosure

H. J. HATCH
Major General, USA
Director of Civil Works

[Signature]
KISICKI
DAEN-CWF

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WOLFF
DAEN-CWF

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STEINBER
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KELLY
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HATCH
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ENSMANN/272-0118
Typed by: C. Koplík