



MEMORANDUM OF UNDERSTANDING
Between
U.S. Department of Justice
Federal Bureau of Prisons
and
The Department of the Army
U.S. Army Corps of Engineers

1/84

I. Purpose: The purpose of this Memorandum of Understanding (MOU) is to establish the relationships, arrangements, and general procedures under which the Department of Justice, Federal Bureau of Prisons (FBOP) and the Corps of Engineers, Department of the Army (Corps) will operate in executing FBOP assigned tasks.

II. Statutory Basis: This MOU is consistent with and is entered into under the provisions of the Jobs Bill (PL 98-8), the FBOP's authority to house prisoners (18 U.S.C.-4003 and 4042), and the Flood Control Act of 1965 (Section 219, P.L. 89-298).

III. Policy: At the option of the FBOP, the Corps will provide design and/or construction management services which will be funded by FBOP. Nothing in this MOU shall be construed as requiring FBOP to use the services of the Corps, nor to require the Corps to accept the work assignments from FBOP. However, both agree to work together to define and describe the scope and magnitude of the construction management support required.

IV. General Scope: This work may consist of real estate acquisition, Environmental Impact Assessment (EIA) preparation, constructibility review, and construction management of two 500 person capacity medium security correctional facilities at a total cost of approximately \$60 million. The exact location of these facilities is to be determined.

V. Responsibilities:

A. FBOP is responsible for items such as:

1. Requirements Definition: FBOP will provide an adequate definition of requirements which will form the basis for design, real estate services, and environmental impact statement preparation.

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

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

4. Design: FBOP will be responsible for design of the facilities (unless otherwise requested).

B. The Corps is responsible for items (as mutually agreed) such as:

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

2. Contracting. The Corps will award all contracts and serve as the Contracting Officer.

3. Construction Management: The Corps will provide normal supervision and administration.

4. Design Review: The Corps will be responsible for design reviews, which normally take place at standard design milestones.

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

6. Environmental Impact Statement: The Corps will provide an EIS, as requested. The FBOP shall retain lead agency responsibilities.

VI. Funding: All work accomplished by the Corps under this MOU will be funded by SF 1151, Non-Expenditure Transfer Authorization. Budget Execution Reports will be furnished monthly on SF 133 in accordance with OMB Circular A-34.

VII. Reports and Documentation: The Corps shall provide such normal and reasonable progress, financial and related reports as required by FBOP.

VIII. Public Information:

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

B. Public Affairs shall be the responsibility of FBOP.

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

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

X. Effective Date: This MOU shall be effective upon signature by the principal FBOP 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 MOU 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 Memorandum of Understanding and before any work is performed, the Corps and FBOP shall agree, in writing, to the exact scope of actual work.

DEPARTMENT OF THE ARMY:

BY: William R. Genelli

William R. Genelli
Assistant Secretary of the Army
TITLE: (Sgt. Major)

DATE: 8 DEC 1983

THE FEDERAL BUREAU OF PRISONS:

BY: Thomas A. Carlson

Director
TITLE: Federal Bureau of Prisons

DATE: Jan 14, 1984

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

REPLY TO
ATTENTION OF:

Engineering and Construction

21 DEC 1983

Mr. Norman A. Carlson
Director, Federal Bureau of Prisons
U.S. Department of Justice
320 First Street, N.W.
Washington, D.C. 20534

Dear Mr. Carlson:

Mr. Gianelli, the Assistant Secretary of the Army (Civil Works), has signed the attached Memorandum of Understanding (MOU) which covers real estate and construction support services for the construction of two correctional facilities for which you have responsibility. We are glad to be able to assist you in this venture.

While the MOU does not so state, I wish you to be aware of the fact that the Corps will use the contract procedures set forth in the Defense Acquisition Regulation (DAR). I would appreciate your acknowledging this by signing a copy of this letter and returning it to the Corps along with the original signed copy of the MOU. In addition, the term "design review" used in this MOU means "constructibility review" if the Federal Bureau of Prisons (FBOP) does the design.

I have asked Major General Wall, the Director of Civil Works, to act on my behalf in conjunction with the Engineering and Construction Directorate, to insure you receive all the services covered by this MOU.

Please feel free to call upon General Wall, or me, if you have any questions or problems. His address is:

Major General John F. Wall
Director of Civil Works
U.S. Army Corps of Engineers
20 Massachusetts Avenue, Northwest
Washington, D.C. 20314

RECEIVED

DEC 20 1983

FACILITIES DEVELOPMENT
AND OPERATIONS BRANCH

Again, thank you for requesting our services.

Sincerely,



J. K. BRATTON
Lieutenant General, U.S. Army
Chief of Engineers

Enclosure



NORMAN A. CARLSON

1-14-84
DATE:



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

CWZ - C
- B
- A
- X
TO CWZ 12/23

REPLY TO
ATTENTION OF:


DAEN-ECR

21 DEC 1983

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

SUBJECT: Federal Bureau of Prisons (FBOP)), Memorandum of Understanding (MOU)
—INFORMATION MEMORANDUM

1. Recently you signed a MOU with the Federal Bureau of Prisons. I have forwarded the MOU to Mr. Carlson, Director of the FBOP, requesting his signature.
2. I informed Mr. Carlson that General Wall would be his point of contact with the Corps on matters relating to this MOU, and General Wall would work in conjunction with the Engineering and Construction Directorate to insure proper execution of the MOU.
3. We will keep you informed when construction of correctional facilities for the Bureau of Prisons commences.


J. K. BRATTON
Lieutenant General, USA
Chief of Engineers



U.S. Department of Justice

Federal Prison System

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Don Kisichi

Washington, D.C. 20534

JUN 14 1984

Colonel Terence J. ~~CONNELL~~ ^{TJC}
Corps of Engineers
Director of Resource Management
Office of the Chief of Engineers
Department of The Army
Washington, D.C. 20314
6-27-84

Dear Colonel Connell:

Enclosed is the signed letter you requested amending the Memorandum of Understanding to clarify the funding procedures.

If I can be of further assistance, please let me know.

Sincerely,

Norman A. Carlson

NORMAN A. CARLSON
Director

Enclosure



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

April 10, 1984

REPLY TO
ATTENTION OF:
Budget And Programs
Division

Mr. Norman A. Carlson
Director, Federal Bureau of Prisons
US Department of Justice
320 First Street, NW
Washington, DC 20534

Dear Mr. Carlson:

I am writing you to clarify the funding procedures to be employed in connection with our providing real estate and construction support services for the construction of your two new correctional facilities. Please refer to the joint Memorandum of Understanding (MOU) sent you by LTG Bratton's letter of 21 December 1983.

The following should be substituted for Section VI of that MOU:

VI. 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."

The above wording was agreed to by our staffs (with Department of Justice representatives in attendance) to replace the SF1151 procedures cited in the MOU. This clarification is administrative in nature only and does not affect the basic intent of the MOU.

I would appreciate your acknowledgement by signing a copy of this letter and returning it to this office. Thank you.

Sincerely,

TERENCE J. CONNELL
Colonel, Corps of Engineers
Director of Resource Management

NORMAN A. CARLSON

June 12, 1984
DATE



DEPARTMENT OF THE ARMY

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

REPLY TO
ATTENTION OF:

DAEN-REA-L

20 January 1984

SUBJECT: Site Investigation Report for Federal Bureau of Prisons

Commander, North Atlantic Division
ATTN: NADRE

1. The Federal Bureau of Prisons (FBOP) has requested the Corps of Engineers to survey Federal land available in the "Northeast Corridor" for construction of a 500-person capacity medium security correctional facility. The FBOP is more specifically looking for sites from Washington, D. C. to Boston, Massachusetts, with a band of approximately 100 miles. A copy of the FBOP letter requesting the survey is enclosed. The letter encloses a site selection criteria list.
2. Request a Site Investigation Report be prepared for the FBOP. The report should include as a minimum the following:
 - a. Location.
 - b. Site description, including number of acres and utilities available to site.
 - c. Accessibility to site.
 - d. Agency controlling site.
 - e. Status of land (i.e. excess, reported to GSA).
 - f. Availability of site.
 - g. Base map depicting site.
3. A briefing map is required showing all locations in the Site Investigation Report. The FBOP considers this project one of their urgent requirements. The report must be completed expeditiously and five copies of the report submitted to DAEN-REA-L. Every effort must be made to finish the report within 60 days. If the report is not completed in 60 days, request a progress report be provided to DAEN-REA-L.

DAEN-REA-L

20 January 1984

SUBJECT: Site Investigation Report for Federal Bureau of Prisons

4. The FBOP will provide funds to cover the cost of the Site Investigation Report. You should notify DAEN-REP-R of the funds required for the project.

FOR THE COMMANDER:

1 Encl
as

DAVID C. GRAY
Director of Real Estate

CF:
COMMANDER
NEW YORK DISTRICT, ATTN: NANRE
BALTIMORE DISTRICT, ATTN: NABRE

~~DAEN-ECR~~

INFORMATION PAPER

DAEN-REA-L
20 Jan 84

SUBJECT: Request by Federal Bureau of Prisons (FBOP) for Real Estate Site Investigation

PURPOSE: To inform the Assistant Secretary of the Army (Civil Works) of an FBOP Request for Real Estate Site Investigation.

FACTS:

1. The FBOP has requested the Corps of Engineers to survey Federal land in the "Northeast Corridor" to identify sites for construction of a medium security correctional facility. The survey will be accomplished pursuant to the Memorandum of Understanding executed by the Assistant Secretary of the Army (Civil Works) on 6 December 1983.
2. The "Northeast Corridor" includes potential sites from Washington, D. C. to Boston, Massachusetts. We have requested the North Atlantic Division to prepare a Site Investigation Report for the FBOP. The report will be completed in approximately 60 days.

CF:
DAEN-CWR-P *ck*

Mr. Adcock/20492