



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 MOA 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 MOA, 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 MOA 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 MOA to assure that it continues to reflect the appropriate understandings and procedures to recognize and provide for current needs and capabilities.

DEPARTMENT OF STATE

Jerome F. Tolson  
Deputy Assistant Secretary  
for Operations

Date: *April 20, 1956*

DEPARTMENT OF ARMY

John F. Sobke  
Major General, U.S. Army  
Division Engineer

Date: *10 Apr 56*

United States Department of State

Washington, D.C. 20520

September 24, 1990



Mr. Richard Connell  
Department of the Army  
South Atlantic Division, Corps of Engineers  
Room 313, 77 Forsyth St., S.W.  
Atlanta, Georgia 30335-6801

Dear Mr. Connell:

Enclosed is the Memorandum of Agreement (MOA) between the Department of the Army (Corps of Engineers) and the Department of State duly executed by Mr. Jerome F. Tolson, Deputy Assistant Secretary for Operations.

Sincerely,

A handwritten signature in dark ink, appearing to read "William E. Bischoff".

William E. Bischoff  
Senior Program Manager  
Department of State  
Telecommunications Network

Enclosure:a/s

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

9/90

I. PURPOSE: The purpose of this Memorandum of Agreement (MOA) is to establish the relationship, arrangements, and general procedures under which the Department of State (D&S) and the Corps of Engineers, Department of the Army (Corps) will operate in the execution of a construction contract for a 10,000 SF communications annex located at Richmond NAS, Miami, Florida.

II. STATUTORY BASIS: This MOA 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 Mobile 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 MOA will be on a reimbursable basis. Monthly billings will be via SF-1080, "Voucher for Transfers Between Appropriations and/or Funds."