

Central Intelligence Agency

COMPT



Washington, D.C. 20505

Originals to:

- 11 Chairman Edward P. Boland
- 12 Chairman Barry M. Goldwater
- 13 Chairman Ted Stevens

FOIA Registry
84-0061/4

29 MAY 1984

The Honorable Joseph P. Addabbo
 Chairman, Subcommittee on Defense
 Committee on Appropriations
 House of Representatives
 Washington, D.C. 20515

Dear Mr. Chairman:

This letter is to advise of an agreement between CIA and the General Services Administration (GSA) to delegate to the Agency responsibility for protective security services at selected CIA facilities in the Washington Metropolitan area, and for maintenance and operation of facilities located within the CIA Headquarters complex.

During the past several years we have become increasingly concerned regarding the level of services provided by GSA and its adverse impact on the Agency's mission. Among the areas of particular concern has been GSA's inability to staff at adequate levels Federal Protection Officer positions, which are located at CIA facilities in the Metropolitan Washington area (over 40 percent understaffed during the past two years). In addition, GSA has not been able to staff fully the essential maintenance and operation positions associated with the power plant on the CIA Headquarters complex. This situation has become especially troublesome in view of the Agency's time-critical, seven-day, 24-hour operations which demand a degree of utilities reliability exceeding that normally required by most other government entities. We have had a continuing dialogue with GSA in an effort to enhance the level of support required to accomplish our mission, and recently this dialogue culminated in a Memorandum of Agreement with GSA (copy enclosed) delegating responsibility for certain functions to the Agency.

Staffing adjustments to support CIA's assumption of responsibilities in these two areas will be undertaken on a phased basis. We want to ensure a smooth transition--within both GSA and CIA--to avoid disruption of essential services. We plan to begin staffing immediately to supplement GSA's present protective force assigned to our facilities and will assume full responsibility for maintenance and operation of the Headquarters complex on 1 October 1984. We expect the transition to be completed by the end of FY 1985.

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In order to carry out this shift in responsibility, the Office of Management and Budget has agreed to increase the Agency's 1984 manpower ceiling by [] positions, which can be accommodated within the flexibility provided by the 1984 Intelligence Authorization Bill. Of this, [] positions are needed for security protective officers to supplement existing protective services; the remaining [] positions are needed for personnel to plan, coordinate, and direct services required for maintenance and operation of facilities in the CIA Headquarters complex. The additional positions required for FY 1985 and beyond to complete the transition of these responsibilities from GSA to CIA will be reflected in the Agency's FY 1986 Budget.

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Sincerely,

/S/ John N. McMahon

for William J. Casey
Director of Central Intelligence

Enclosure:
As Stated

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Memorandum of Agreement
Between the General Services Administration
and the Central Intelligence Agency

1. Purpose:

The purpose of this Memorandum of Agreement (MOA) is to provide for the transfer of certain property, services, and operational responsibilities.

2. Authorities:

A. With respect to GSA: The Reorganization Plan No. 18 of 1950; the Federal Property and Administrative Services Act of 1949, (40 U.S.C. 471), et seq.; the 1972 Standard Level User Charge (SLUC) amendments thereto, (40 U.S.C. 490); and the Public Buildings Act of 1959, (40 U.S.C. 601, et seq.).

B. With respect to CIA: Public Law No. 84-161; Public Law No. 84-219; Public Law No. 84-814; Section 102(d)(3) of the National Security Act of 1947, as amended (50 U.S.C. 403); Section 5 and Section 8 of the CIA Act of 1949, as amended (50 U.S.C. 403 f and 403 j); Section 1.8(h) and Section 1.8(i) of Executive Order 12333.

C. To the extent that this MOA requires the delegation of responsibilities and authorities to the Director of Central Intelligence by the Administrator of General Services, this document constitutes such a delegation. Implementation of this document will be effected, in whole or in part, as details are mutually agreed upon. Such implementing details will be coordinated expeditiously between CIA and GSA.

3. Operational Functions:

A. GSA and CIA agree that CIA will operate and maintain all buildings/facilities (including the power plant, utility distribution systems/centers, and the planned new building) located within the CIA Headquarters complex. This includes interior and exterior building systems, equipment, cleaning, maintenance, and preventive maintenance of all buildings and grounds.

B. Repairs and Alterations: GSA and CIA agree that CIA will perform necessary services required to accomplish repair and alteration work and CIA will budget for same. GSA will be consulted regarding individual work orders in excess of \$500,000. GSA may be requested to make repairs, alterations, or improvements on a reimbursable basis.

C. With appropriate notification by CIA, major capital improvements will be budgeted for by GSA. CIA may also budget for certain critical capital improvement items when operations may be impaired. Emergency repairs of capital items over \$500,000 will be the responsibility of GSA.

D. Protection: GSA and CIA agree that CIA may protect all buildings, grounds and properties which it occupies, including the CIA Headquarters complex, and may protect the persons thereon. CIA may acquire protective services by contract or otherwise. CIA is delegated the authority to appoint special policemen as described in 40 U.S.C. 318, to the extent that CIA is authorized to accept such a delegation under law.

4. Resources:

A. GSA will transfer 237 direct and reimbursable positions currently designated for Federal Protection Officers (FPO) to CIA. These positions will be transferred to CIA as follows: 100 by September 30, 1984, 100 by September 30 1985, and the remainder by September 30, 1986.

B. In addition to the positions designated for FPO's as mentioned above, GSA will transfer to CIA 171 direct positions currently designated for the maintenance and operation involved with the CIA Headquarters complex.

C. All vacant positions for FPO's, mechanical, and custodial employees will be transferred to CIA immediately following the signing of this Memorandum of Agreement. GSA personnel currently encumbering the above mentioned positions may be selected for employment by CIA or be hired by CIA contractors involved in these endeavors. GSA personnel who elect to remain with GSA will not be assigned to CIA buildings but will be reassigned by GSA. The positions and resources pertaining to subparagraph 4B above will be transferred to CIA when those employees are no longer surplus to GSA.

D. CIA will also receive from GSA all records, tools, equipment, property and spare parts used for the maintenance and operation of facilities within the CIA Headquarters complex. GSA will provide a preventive maintenance program schedule and training as required to assist CIA in meeting its operational needs.

5. Assumption of Responsibilities:

Aside from the takeover of the physical security responsibilities discussed above, CIA will assume responsibility for the maintenance and operation of facilities within the CIA Headquarters complex on a phased basis commencing fiscal year 1985. All responsibility will be shifted from GSA to CIA by September 30, 1985.

6. Adjustment to the Standard Level User Charge (SLUC):

SLUC to be paid for the CIA Headquarters facility will be adjusted annually to reflect the value of space furnished and shall not include that portion of SLUC allocated to services, unless said services are performed by GSA at CIA's request.

7. GSA Review:

Consistent with the authorities cited in paragraph 2, GSA may exercise such oversight as it is empowered to do under law. A prescribed reporting format will be developed by CIA and GSA in order that the CIA may report, as jointly agreed upon, certain types of operating and administrative costs to GSA.

8. General:

Retention of CIA buildings in the GSA inventory will in no way prejudice CIA's claim to ownership of these buildings. Nothing in this agreement affects existing delegations and authorities held by CIA. Any subsequent changes to this Memorandum of Agreement must be agreed upon by both agencies.

The parties hereto have executed this Memorandum of Agreement in two original counterparts as of 6 February 1984.

By: 
Administrator of General Services

By: 
ACTING Director of Central Intelligence