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office of GSA responsible for the geographical area in which the space is located. In consultation with the agency, GSA will determine the scope of assistance required and will provide such service on a reimbursable basis either by use of existing staff or by contract.

§ 101-17.402 Use of contractual services for space planning.

No Federal agency shall, without the written approval of GSA, enter into a contract for interior office design or space layout, with any non-Federal firm or individual. When it is determined that a contract is required, GSA, with the advice of the agency, will enter into the contract and supervise the contractor's performance. The contract will be completely reimbursable by the requesting agency except when it covers the initial space layout.

Subpart 101-17.5—Providing Space in New Public Buildings

§ 101-17.500 Scope of subpart.

This subpart prescribes the procedures and objectives governing space planning for new public buildings.

§ 101-17.501 General.

Modern space layout principles, which contribute to good space management and operational efficiency, are particularly appropriate in the case of new public buildings. Full coordination, strict observance of the design schedule, and followup action are required to insure maximum return to the Government in terms of efficiency and economy.

§ 101-17.502 Responsibility of GSA.

GSA will be responsible for the space planning and layout in all new public buildings. Regional offices of GSA will forward layout plans to occupant agencies for review and coordination and, at the same time, notify the agencies of the date beyond which design changes cannot be accepted.

§ 101-17.503 Responsibility of agencies.

Agencies are responsible for making their needs known to GSA on a timely basis; providing cooperation and assistance if required in the preparation of

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space layouts; and requesting necessary changes prior to the design cut-off date. (See also § 101-19.204.)

§ 101-17.504 Postoccupancy evaluation.

GSA will conduct a postoccupancy evaluation of major new public buildings approximately 6 months after the date of occupancy. This evaluation, which will take the form of space inspections or space utilization surveys as described in subpart 101-17.2, Utilization of Space, will be conducted to economy.

Subparts 101-17.6—101-17.46 [Reserved]

Subpart 101-17.47—Exhibits

SOURCE: 45 FR 37203, June 2, 1980, unless otherwise noted.

§ 101-17.4700 Scope of subpart.

This subpart 101-17.47 illustrates information referred to in the text of part 101-17 but not suitable for inclusion elsewhere in that part.

§ 101-17.4701 Memorandum of understanding between the U.S. Department of Agriculture and the General Services Administration concerning the location of Federal facilities.

MEMORANDUM OF UNDERSTANDING BETWEEN U.S. DEPARTMENT OF AGRICULTURE AND GENERAL SERVICES ADMINISTRATION CONCERNING THE LOCATION OF FEDERAL FACILITIES

Purpose. The purpose of this Memorandum of Understanding is to provide an effective arrangement whereby the Department of Agriculture and the General Services Administration will cooperate to implement the National Urban Policy. This memorandum requires that in urban areas and incorporated rural communities, offices and facilities of the Department will be located in central business areas whenever such location is consistent with program requirements.

1. The President's March 27, 1978, message on urban policy included a directive to the General Services Administration to retain Federal facilities in urban areas and to put new ones there.

2. On August 16, 1978, the President signed Executive Order 12072, "Federal Space Management" which requires the location of Federal facilities in such a manner as to

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strengthen the Nation's cities, and mandates that in urban areas first consideration be given to locating Federal facilities in the central business area or adjacent areas of similar character.

3. The Secretary of Agriculture recognizes the significant role the Department can play and the need to assist the Administrator of General Services in carrying out the requirements of Executive Order 12072.

4. The Rural Development Act of 1972, as amended, requires that consideration be given to locating Federal facilities in rural areas. The new Executive Order on Federal Space Management is consistent with the requirements of the Rural Development Act because it concerns the location of agencies subsequent to considering the requirements of the Act.

5. It is the policy of the Department of Agriculture to house within the same building (colocate) the county level offices of the Agricultural Stabilization and Conservation Service, Cooperative Extension Service, Federal Crop Insurance Corporation, Farmers Home Administration, and Soil Conservation Service, as well as local offices of other Agriculture agencies delivering services at that level. The General Services Administration supports this policy.

6. The Department of Agriculture and the General Services Administration agree that:

a. The program and mission requirements of the agencies of the Department permit most of their offices and facilities above the county level to function suitably in the central business area of the urban areas where they are located. This includes all regional and state offices, certain research facilities, and all agencies whose operations are not affected in the delivery of services by location.

b. First consideration will be given to housing county level field offices in federally controlled space in the central business area of urban areas and incorporated rural communities. However, in cases where federally controlled space is available it must be economically adaptable to meet Agriculture needs in a timely manner (including the total needs for collocated facilities). Otherwise, the primary locational consideration shall be the program requirements of the agencies and accessibility for their clientele. In such instances, the outskirts of the cities and towns are more appropriate for these activities. Additionally, central business district locations are often not suitable for Forest Service District Ranger offices and other offices with special program needs for specific locations, such as plant, grain, animal, meat inspectors, and certain research facilities, or cooperative functions with state and local governments.

7. Therefore, this agreement will govern the acquisition of space by the General Services Administration for the Department of

Agriculture, and the Department using its own or delegated leasing authority.

When a variance from this agreement is requested by either agency it shall be the responsibility of the requesting agency to present a compelling and fully substantiated case.

8. The terms "urban area" and "central business area" are used in accordance with the definitions in the Federal Property Management Regulations.

9. This agreement and guidelines shall remain in effect until cancelled by one or both parties on ninety days notice.

10. The parties to this Memorandum of Understanding agree to meet and review this agreement for effectiveness after the conclusion of one year.

Jim Williams,
Acting Secretary of Agriculture.

Dated: October 25, 1979.

R. G. Freeman III,
Administrator of General Services.

Dated: December 29, 1979.

GUIDELINES IN SUPPORT OF MEMORANDUM OF UNDERSTANDING BETWEEN U.S. DEPARTMENT OF AGRICULTURE AND GENERAL SERVICES ADMINISTRATION CONCERNING THE LOCATION OF FEDERAL FACILITIES

The Memorandum of Understanding will permit the Department to support GSA in implementing Executive Order 12072, particularly the requirement to locate Federal facilities in the central business area of communities, while at the same time recognizing the location requirements of certain special facilities and the county level field service offices. This will assist the Department in its collocation policy for county level offices and other local offices of Agriculture agencies delivering service at that level. The objectives of this policy are to:

Provide better service to clients through one stop access and improved office coverage.

Increase public participation in conservation and stabilization through increased exposure to the full range of available programs.

Disseminate information to more prospective users by directing the clients of one agency to the services of another.

Improve the cooperation of Federal, State, and county program administration.

Achieve administrative economies.

Enable closer coordination of Agriculture county level programs at the delivery point.

To achieve these goals, the support of GSA is required by treating these offices as a single unit in leasing actions when requested by the Department.

Because of the differences in the ways in which the involved agencies are required by statute to procure and manage space, accommodations in leasing arrangements and

charges are necessary to permit maximum colocation. For example, space for Cooperative Extension Service (CES) is provided or funded by the county government. In cases where CES cannot locate in Federal space, and the Department does not have delegated leasing authority, GSA should, consistent with the Federal Procurement Regulations and the Federal Property Management Regulations, lease space from or through the county in order to permit colocation.

For similar cases in which Agriculture county offices are working through cooperative efforts with State and county counterparts (e.g. Conservation Districts, State Forestry Offices, County Planning Boards, Representative Committees), and the Department does not have delegated leasing authority, GSA should, consistent with the Federal Procurement Regulations and the Federal Property Management Regulations, acquire space to permit the Agriculture offices to be located with these State and local groups.

Agriculture county level office programs are largely service oriented and depend on voluntary public participation for their effectiveness in achieving key national objectives of resource conservation, economic stabilization, and rural development. It is necessary that GSA recognize that location, provision, maintenance, and accessibility of county office facilities have a direct and significant impact on achieving this mission and must be administered accordingly.

Consistent with the Rural Development Act of 1972, as amended, the new Executive Order on Federal Space Management will not be used as a basis for moving Agriculture offices from rural to urban communities.

All Agriculture regional offices, State offices, and certain research facilities, and all agencies whose operations are not affected by location will be located in the central business area of the community in which they are located whenever such location is consistent with program requirements. Exceptions will be considered only on a case-by-case basis where application of this policy represents clearly demonstrable and quantifiable inhibitions to the delivery of program services.

First consideration will be given to housing county level field offices in federally controlled space in the central business district of the community. Exceptions, in addition to lack of sufficient economically adaptable space, must be based on clearly demonstrable inadequacies, such as inadequate parking for clientele, prohibition of trucks and other commercial vehicles on the streets leading to the building, location of the building in a community outside the area being served, failure to meet the handicapped requirements, unsafe or unhealthful working conditions.

§ 101-17.4702 Memorandum of agreement between the General Services Administration and the U.S. Postal Service for implementing the President's urban policy.

AGREEMENT BETWEEN THE GENERAL SERVICES ADMINISTRATION AND THE U.S. POSTAL SERVICE FOR IMPLEMENTING THE PRESIDENT'S URBAN POLICY

GSA-USPS Urban Policy Memorandum of Agreement

Whereas the United States Postal Service, hereafter called USPS, and the General Services Administration, hereafter called GSA, share common goals and common needs in carrying out their missions and in implementing the President's urban policy by locating facilities in Central Business Areas (CBA) of Urban Areas (UA), and,

Whereas for the purpose of this agreement a UA means any Standard Metropolitan Statistical Area (SMSA) as defined by the Department of Commerce. An area which is not an SMSA is classified as an urban area if it is one of the following: (1) A geographical area within the jurisdiction of any incorporated city, town, borough, village or other unit of general local government, except county or parish, having a population of ten thousand or more inhabitants; (2) that portion of the geographical area within the jurisdiction of any county, town, township, or similar governmental entity which contains no incorporated unit of general local government but has a population density equal to or exceeding one thousand five hundred inhabitants per square mile; and (3) that portion of any geographical area having a population density equal to or exceeding one thousand five hundred inhabitants per square mile and situated adjacent to the boundary of any incorporated unit general local government which has a population of ten thousand or more inhabitants; and CBA means those areas within a central city in an SMSA or those areas within any non-SMSA urban area which encompass the community's principal business and commercial activities, and the immediate fringes thereof, as geographically defined in consultation with local officials. A central city means any city whose name appears in the title of an SMSA, and

Whereas GSA and USPS believe that the public welfare can be better served by increased cooperation between the two agencies, and,

Whereas the existing agreement does not cover all areas of agreement and cooperation necessary to promote those goals and needs which are desirable between the two agencies.

Now therefore, USPS and GSA agree to the following principles:

I. In order to better attain the goals of Executive Order 12072, Federal Space Management, and the President's Urban Policy, USPS and GSA agree to take steps to improve coordination of planning activities for new facilities in urban areas, including the following:

A. In planning to construct a facility in a community, USPS and GSA will give preference to locating such facilities in the CBA unless the program requirements of the activities to be housed dictate that the facility be located elsewhere in the urban area.

B. As early as possible in the planning of a project to be satisfied by new construction in a CBA, the planning agency shall notify the other agency of the proposed project. If both USPS and GSA agree that a joint project is economically beneficial, then a determination will immediately be made as to which agency will be responsible for the planning; the basis for this determination will be occupancy in excess of 55% of the proposed space, i.e., unless USPS will occupy over 55% of the net rentable area, GSA will be the owner agency. Regardless of which agency is the owner agency, the tenant agency will guarantee occupancy of the space planned for that agency for a minimum period of 10 years, unless another period of time is mutually agreed upon by both agencies.

(1) General Services Administration. (a) *Projects requiring Congressional approval.* Lease construction projects having an annual net rent of \$500,000 or more or Federal construction and repair and alteration projects having a total project cost of \$500,000 or more require approval of a prospectus or a Report of Building Project Survey by the Public Works Committees of the Congress.

When such a project is in the preparation stage, GSA's regional office will notify the appropriate USPS regional office that it is contemplating a project in the CBA. If USPS has a long range space requirement that could be satisfied in the CBA, it will advise GSA's regional office so that space may be included in planning the proposed project. When GSA's Central Office submits the prospectus for the proposed project to the Office of Management and Budget for approval and subsequently to the Public Works committees of the Congress for authorization, copies of the prospectus will be furnished to the USPS Headquarters office and the appropriate USPS regional office. At any time during the planning and approval process that USPS determines it does not have a requirement for space, the USPS Headquarters office will advise the GSA Central Office of this requirement change. Prior to commencing with the design of the building, the GSA regional office will obtain the final space requirements from the USPS regional office along with a firm commitment to occupy the space for a minimum period of 10 years, or

any other time that is mutually agreed upon between the two agencies.

(b) *Projects Not Requiring Congressional approval.* When GSA plans a project not requiring Congressional approval and to be located in the CBA, GSA's regional office will notify the appropriate USPS regional office. If USPS has a long range space need that could be satisfied in the CBA, it will advise GSA's regional office so that space may be included in the proposed project. Prior to GSA soliciting offers requesting firm proposals to lease the required space, the GSA regional office will obtain the final space requirements from the USPS regional office along with a firm commitment to occupy the space for a minimum period of 10 years or as may be mutually agreed upon between the appropriate regional offices of the USPS and GSA.

(2) *United States Postal Service.* (a) Within seven days after approval of the USPS five year budget plan, the Postal Service will provide GSA with a list of approved projects. If GSA wishes to participate in any of the planned projects, GSA will advise USPS of its interest in participation within 90 days after notification by USPS, give an estimate of the amount and type of space required, and will commence necessary studies to develop firm space needs.

When GSA indicates an interest in participation, the USPS region which has the responsibility for planning activities shall then coordinate space planning activities with the appropriate GSA Region so that an adequately sized site is acquired for the facility. Prior to commencement of design of the building, GSA shall furnish final space requirements to the USPS and a firm commitment to occupy the space for a minimum period of ten years or any other term that may be mutually agreed upon by both agencies.

(b) During the USPS planning phase of the project the contact point for GSA within the Postal Service will be the Director, Real Estate and Buildings Department, for the USPS region responsible for the planning.

After approval and authorization of funding by the USPS for the project, the USPS point of contact shall remain the same, unless the project has been determined to be a major USPS facility. In such cases the Commissioner, Public Buildings Service at GSA will be notified that the new point of contact will be the Assistant Postmaster General, Real Estate and Buildings Department, United States Postal Service.

C. Both agencies recognize that decisions to occupy space are based on an expected period of occupancy. Delays in the planning, approval, funding and start of design phases of a project could alter these decisions. It is therefore agreed that both parties will provide an expected date that space will be available at the time of initial project notifications. Project delays occurring at any

time from initial notification through start of design will be reported to the tenant agency and may be cause for cancellation of any commitment to occupy space.

D. When USPS or GSA has control over a site in the UA which is needed by the other agency for a project, the agencies agree to make such sites available to each other to the maximum extent practicable and possible under laws and regulations governing each agency, i.e., one agency acquiring a site by transfer from the other through the land bank or GSA obtaining an assignable option from USPS for a lease construction project.

II. When GSA or USPS seeks leased space, available space in both agencies' inventories shall be considered before any advertisement for privately owned space. If the available space is not acceptable to the acquiring agency then the acquiring agency shall advise the holding agency and allow the holding agency sufficient time to accommodate the acquiring agency's objection, provided the mission need of the tenant agency will not be adversely affected by the delay. If the space would be suitable with alterations which would normally be the responsibility of the owner agency, but the owner agency does not have funds to make those alterations, then the tenant agency may fund the alterations. In such cases, the rent charged the tenant shall be based upon the condition of the space prior to the alterations and the space will not be subject to preemption by the owner agency for a period of 10 years or such other time to which the two agencies shall agree. In any case the period shall be not less than three years.

In the case of renting, the acquiring agency shall guarantee to the holding agency continued occupancy of a period sufficient to amortize construction costs whenever extensive repairs and remodeling are required. Repairs and alterations shall be made in accordance with existing agreements.

III. It is recognized that both agencies have a vested interest in conserving energy. Therefore, to ensure that both agencies benefit from the experience and technology of the other, it is agreed that each agency will furnish to the other reports, studies, research, and development data in the field of energy conservation once this information is accepted by the contracting agency. Additionally, internal policies and procedures relating to energy conservation shall be exchanged as they are issued.

IV. Both agencies recognize the National interest in preserving historic buildings, each having several hundred designated historic properties in its inventory. In order to conserve our Nation's cultural heritage it is agreed that as early as possible in the planning process each agency will notify the other as to its need to vacate a historic

building so that the other may give proper consideration to acquiring and utilizing such property.

V. It is recognized by both agencies that improved communications between USPS and GSA will benefit not only both agencies, but also all Federal agencies, local jurisdictions, and the general welfare. Many of the misunderstandings result from problems and situations which are not covered in the present agreement between the two agencies (dated August 1974). Therefore, it is agreed that the existing agreement shall be amended and approved by both agencies no later than June 30, 1979. It is also agreed that the Commissioner of the Public Buildings Service of GSA and the Assistant Postmaster General, Real Estate and Buildings Department of the United States Postal Service, shall meet annually in September to review the continuing working relationship of the agencies. Such meetings will commence in September 1979.

It is also agreed that the terms of the agreement between GSA and USPS shall be equally binding on both agencies, internal regulations of either agency notwithstanding. In order to maintain continuity and coordination with respect to this agreement, there will be a single point of contact within each agency for all matters pertaining to the relationship between GSA and USPS. That contact shall, in turn, be responsible for coordinating within his respective agency. At GSA, the point of contact will be the Assistant Commissioner for Space Management, Public Buildings Service. At USPS, the point of contact shall be the Director, Office of Real Estate. The point of contact for exchange of project requirements, as specified by sections I and II of this agreement, at the regional level are as follows: the GSA contact shall be the Director, Space Management Division, Public Buildings Service, and the USPS contact shall be the General Manager, Real Estate Division.

VI. Upon signing this memorandum of cooperation agreement, GSA and USPS shall issue appropriate instructions to the field implementing this agreement. The agreement will become effective 90 days after it is signed to allow each agency time to issue the proper implementing instruction.

Jay Solomon,
Administrator.

Dated: March 21, 1979.

William F. Bolger,
Postmaster General.

Dated: March 23, 1979.