MEMORANDUM OF AGREEMENT

BETWEEN

FEDERAL AVIATION ADMINISTRATION

AND

UNITED STATES SOUTHERN COMMAND

SUBJECT: ESTABLISHMENT OF FEDERAL AVIATION ADMINISTRATION SENIOR REPRESENTATIVE POSITION TO UNITED STATES SOUTHERN COMMAND

I. PARTIES & PURPOSE

A. This Memorandum of Agreement (MOA) establishes an agreement between the Federal Aviation Administration (FAA) and the United States Southern Command (USSOUTHCOM), hereafter known as the Parties. This MOA sets forth the terms and conditions under which FAA may assign an FAA Senior Representative to USSOUTHCOM to serve as a Liaison Officer on a non-reimbursable basis. The overall objective of this MOA is to strengthen the coordination, communications, synchronization, planning, and conduct of operations and activities of the Parties to more effectively carry out their missions.

B. This MOA is supported by U.S. Department of Defense (DOD) Instruction 4000.19.

C. This MOA provides for the assignment of one (1) FAA Liaison Officer to Headquarters (HQs) USSOUTHCOM, Miami, Florida, and sets forth the general relationship and responsibilities between the Parties. The FAA Liaison Officer shall be an FAA Senior Representative in the grade of GS-15 or equivalent, hereafter known as the FAA Senior Representative.

II. BACKGROUND

A. In 2008, the Secretary of Defense authorized the reorganization of USSOUTHCOM to become a more interagency-oriented organization. The command’s efforts are one of the Top 25 Department of Defense transformational priorities.

B. The FAA Senior Representative assigned to USSOUTHCOM will provide FAA specialized expertise, technical knowledge, and experience toward the accomplishment of both the FAA and USSOUTHCOM missions.

III. ALLOCATION OF RESPONSIBILITIES

A. FAA Senior Representative. The FAA will identify one (1) Senior Representative with appropriate experience to serve at HQs, USSOUTHCOM, Miami, Florida.
B. Salaries and Benefits. FAA will pay the salaries, allowances and other costs authorized under applicable FAA statutes and regulations.

C. Safety and Security. FAA Senior Representative shall become familiar and comply with USSOUTHCOM safety, security and force protection guidelines.

D. Recruitment and Selection. Recruitment and Selection of the FAA Senior Representative shall be the responsibility of the FAA. FAA Senior Representative will be required to have at a minimum a TOP SECRET/SCI clearance and have current training on the appropriate handling and dissemination of classified and sensitive information. The TOP SECRET clearance must be obtained prior to reporting to USSOUTHCOM. The SCI may be obtained within six (6) months of reporting to USSOUTHCOM.

E. Supervision and Performance Evaluation. Daily supervision and assignment of duties for the FAA Senior Representative will remain under the control of the FAA. Assigned FAA Senior Representative will be located in the USSOUTHCOM J9 Partnering Directorate workspaces. The FAA will maintain the responsibility to provide the official evaluation for the FAA Senior Representative.

F. Office Space and Equipment. USSOUTHCOM J9 Partnering Directorate shall provide office space and automation equipment including USSOUTHCOM SIPR/NIPR account. The FAA will be responsible to fund and provide any specific technical automation and other equipment (as required to perform their duties).

G. Official travel, training, and other costs associated with official duty. All training and travel costs for the FAA Senior Representative will remain the responsibility of the FAA.

IV. DURATION OF ASSIGNMENT OR DETAIL

A. In general, the assignment of the FAA Senior Representative under this MOA shall be for a period of two years, and may be curtailed, extended, or renewed upon mutual agreement of both Parties.

V. POINTS OF CONTACT

A. Federal Aviation Administration, Office of International Affairs:

B. USSOUTHCOM J9:

VI. AMENDMENTS: This MOA may be amended at any time by written agreement of the Parties.

VII. IMPLEMENTATION AND TERMINATION

A. This MOA shall become effective immediately upon signature of the representatives of USSOUTHCOM and FAA designated below. It shall remain in effect until terminated in writing by either Party.
MOA: FAA and USSOUTHCOM

B. Termination is effective sixty days after a party gives written notice of its intention to terminate, unless the Parties agree in writing to a different period.

C. Performance of this MOA by both Parties is made in good faith with the full expectation of both Parties being able to fully comply with its terms.

AUTHORIZATION OF INTERAGENCY AGREEMENT

Approved for Federal Aviation Administration

[Signature]

Carey Fagan
Executive Director
FAA, Office of International Affairs

[Date] 7 June 2011

Approved for the US Southern Command

[Signature]

J.G. Ayala
Brigadier General
U.S. Marine Corps
Chief of Staff
USSOUTHCOM

[Date] 9 June 2011