

**§ 102-85.220**

customer agency prior to the expiration of the customer's OA, the "forcing" agency is responsible:

(a) For all reasonable costs associated with the relocation of the agency being "forced" to move, including architectural-engineering design, move coordination and physical relocation, telecommunications and ADP equipment relocation and installation;

(b) To GSA for all of the relocated agency's unpaid tenant improvements, if any; and

(c) To the customer agency for the undepreciated amount of any lump sum payment that was already made by the agency for alterations.

**§ 102-85.220 Can a customer agency forced to relocate waive the reimbursements?**

Yes, a customer agency forced to relocate can waive some or all of the reimbursements from the forcing agency that are prescribed in §102-85.215. However, a relocated customer agency cannot waive the requirement for the forcing customer agency to reimburse GSA for unpaid tenant improvements. If GSA is the "forcing" agency, it is re-

**41 CFR Ch. 102 (7-1-05 Edition)**

sponsible for the same costs as any other forcing customer agency.

**§ 102-85.225 What are the funding responsibilities for relocations resulting from emergencies?**

(a) In emergencies, swift remedies, including the possible relocation of a customer agency to alternate space, are required. The remedies may include requests for funding authorizations from OMB and Congress. GSA may serve as the central coordinator of such remedies.

(b) Funding responsibility will vary by situation. If a customer agency is only temporarily displaced from its space, GSA typically covers the cost of temporary set-up in a provisional location. If the agency is obliged to relocate permanently, an OA will be prepared which will address all terms of the occupancy. In such cases, new tenant improvements will be constructed which can be amortized over the life of a new occupancy term, and a new Rent rate will be developed.

**PARTS 102-86—102-92 [RESERVED]**