

**MEMORANDUM OF UNDERSTANDING
BETWEEN
U.S. ARMY ENGINEERING AND SUPPORT CENTER, HUNTSVILLE
AND
U.S. ARMY ENGINEER DIVISION, NORTHWESTERN**

PREPARED BY: Debra K. Hendry
DATE: 18 January 06
Debra Hendry, CEHNC-ED-8Y-T

SUBMITTED BY: Deborah Walker
DATE: 18 January 06
Deborah Walker, CEHNC-OE-CX

REVIEWED: James P. Manning
DATE: 18 Jan 06
For Carol Youkey, CEHNC-OE-CX

CONCURRED: John Potter
DATE: 18 Jan 06
John Potter, CEHNC-OE

Donna Rovere 24 Jan
DATE: _____
Donna Rovere , CEHNC-RM

Margaret Simmons 26 Jan 06
DATE: _____
Margaret Simmons, CEHNC-OC

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CONCUR:



MARCIA C. DAVIES, Ph.D.
Director, USACE Hazardous, Toxic and
Radioactive Waste Center of Expertise

DATE: 2/9/2006

CONCUR:



JEFFREY A. BEDEY
Colonel, EN
Commanding

DATE: 2/13/2006

CONCUR:



ALLEN E. CHIN, P.E.
Director, Regional Business

DATE: 2/16/06

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE U.S. ARMY ENGINEERING AND SUPPORT CENTER, HUNTSVILLE
AND
U.S. ARMY ENGINEER DIVISION, NORTHWESTERN

SUBJECT: Memorandum of Understanding CEHNC-06-01

1. References

- a. The Economy Act, Title 31, U.S. Code, Section 1535.
- b. DOD Instruction 4000.19, Interservice and Intragovernmental Support, 9 August 1995.

2. Purpose.

- a. This MOU addresses intra-governmental support between the U.S. Army Engineering and Support Center, Huntsville (USAESCH) and U.S. Army Engineer Division, Northwestern (USAEDNW).
- b. The purpose of this Memorandum of Understanding (MOU) is to define the organizational relationships and activities between USAESCH's Military Munitions Center of Expertise (MM CX) and USAEDNW's Hazardous, Toxic, and Radioactive Waste Center of Expertise (HTRW CX) regarding a broad range of activities supporting environmental programs.

3. Background.

The U.S. Army Corps of Engineers (USACE) has designated centers of expertise. The MM CX has the lead role in Military Munitions Response Program (MMRP) efforts, to include Munitions and Explosives of Concern (MEC) and Munitions Constituents (MC). The HTRW CX has the lead role in HTRW program efforts, which includes explosive compounds released to soil, surface water, sediments, or groundwater as a result of ammunition or explosives production or manufacturing at ammunition plants. The past has demonstrated that these two CXs have complimentary capabilities and mutual interests in the area of environmental programs. This memorandum is to provide a vehicle to facilitate the interaction and coordination to the benefit of CX customers.

4. Scope.

This MOU applies to USAESCH and USAEDNW for the services USAESCH provides to USAEDNW and the services USAEDNW provides to USAESCH.

5. Description of Services

A. General/Philosophy

Both the MM and HTRW Centers of Expertise (Centers or CXs) provide technical and programmatic services to USACE, the Army, DoD, and other customers. Traditionally, the MM CX has the lead role regarding MMRP whereas the HTRW CX has a lead role in activities supporting HTRW execution. With respect to munitions constituents, these roles and responsibilities overlap. Examples of ongoing efforts where the two CXs have jointly addressed technical and programmatic issues include:

- Development of a standardized scope for Formerly Used Defense Sites (FUDS) Preliminary Assessments;
- Execution of Site Inspections for FUDS MMRP projects;
- Development of Cost-to-Complete estimates for the FUDS program;
- Development of guidance on the Conceptual Site Model;
- Development of guidance on Technical Project Planning (TPP) and the execution of project facilitations;
- Support on Munitions Constituents (MC) issues for MMRP Projects;
- FUDS Perchlorate Work Group and Perchlorate Study;
- Support for Operational Range Assessments;
- Munitions Constituents Related Environmental Data Quality Workgroup (EDQW) Support.

These examples demonstrate the two Centers have complimentary capabilities and areas of interest. This is especially true when dealing with HTRW and MC where strong parallels exist regarding traditional disciplines (i.e. industrial hygiene, risk assessment, analytical chemistry, geotechnical, and regulatory compliance) and remediation strategies.

Fostering virtual teaming and encouraging the integration of capabilities would result in the most efficient and cost effective organization and would reduce the potential for workforce duplication. From a business perspective, it makes sense to continue and enhance this relationship between the Centers to provide best-in-class services at the most reasonable cost to our customers.

In order to facilitate planning and allocation of resources for technical review and technical assistance, the discipline/functional area roles and responsibilities of the two CXs for MMRP activities are defined in Table 1 as lead/backup roles.

Table 1: Discipline/Functional Area Roles and Responsibilities for MM CX and HTRW CX for MMRP Activities

Discipline/Functional Area		MMRP Role	
		General (1)	MC
Chemistry	MM CX	L	L
	HTRW CX	B	B
Cost Engineering	MM CX	L	B
	HTRW CX	B	L
Geotechnical	MM CX	N/A	B
	HTRW CX	N/A	L
Industrial Hygiene	MM CX	L	L (CWM)
	HTRW CX	B	L (non-CWM)
Health Physics (radiological)	MM CX	N/A	N/A
	HTRW CX	L	L
Legal	MM CX	L	B
	HTRW CX	B	L
Process Engineering	MM CX	L	B
	HTRW CX	N/A	L
Program/Project Manager	MM CX	L	L
	HTRW CX	B	B
Regulatory	MM CX	L	B
	HTRW CX	B	L
MC Risk Assessment	MM CX	N/A	N/A
	HTRW CX	N/A	L
Explosive Safety	MM CX	L	L
	HTRW CX	N/A	N/A
Blast Effects	MM CX	L	L
	HTRW CX	N/A	N/A
Geophysics	MM CX	L	N/A
	HTRW CX	N/A	N/A
MEC Hazard Assessment	MM CX	L	N/A
	HTRW CX	N/A	N/A

(1): Applies specifically to the MMRP program for other than MC issues

L: Lead role

B: Backup role

B. FUDS Program Specific Responsibilities

Section 2.2 of the USACE Engineer Regulation (ER) 200-3-1, FUDS Program Policy, identifies specific roles and responsibilities for the HTRW and MM CXs with regards to FUDS MMRP Projects. While these roles and responsibilities lay out minimum requirements primarily addressing Munitions Constituents, they do not encompass the full breadth of coordination envisioned by this MOA.

C. Identification of Projects of Special Interest

(i. Process for the identification of Special Interest Projects.

Special Interest Projects are often identified by customer requests or recognition by the Centers of customer requirements. These Special Projects will sometimes require or would benefit from an approach that brings to bear a full range of environmental specialties. In these cases, rather than not provide needed specialties or to acquire these specialties on an individual basis, it may benefit USACE to look into the virtually combined capability of the MM and HTRW CXs to support these requirements.

When Special Interest Projects are identified that would benefit from this integrated virtual approach, the Points of Contact (POCs) designated below will discuss the requirement, the availability of required resources, schedule, duration, cost, and other relevant factors. If the POCs determine it is in the best interest of the Centers and the Customer, a PDT will be established to further explore and prepare a proposal to the Customer outlining an approach and intended outcome.

(ii. Identification of Lead Office.

A lead office will be determined based on factors such as the primary emphasis of the Special Project, where the preponderance of the technical or programmatic expertise resides, availability of resources, customer preferences, and other factors. The Lead Office will designate a Project Manager who will follow the process identified in ER 5-1-11, Management – USACE Business Process, to provide the required service.

(iii. Development of Plans.

The Lead Office will develop a Program Management Plan (PgMP) or Project Management Plan (PMP) as appropriate. The Plan will identify specific roles and responsibilities of team members and a program or project schedule as appropriate.

7. Manpower

No additional manpower is anticipated to be required from either party. Each party will execute its responsibilities from the resources allocated through the normal allocation process.

8. Funding.

Funding requirements will be addressed in the Plan. Funding is not anticipated to be required for typical support. Special Projects will be funded through P2.

9. Applicable Laws.

The applicable statutes, regulations, directives, and procedures of the United States shall govern this MOU and all documents and actions pursuant to it. Unless otherwise required by law, all contract work undertaken by USAESCH or USAEDNW shall be governed by the United States Army Corps of Engineer (USACE) policies and procedures.

10. Contract Claims and Disputes.

This section does not apply because the work under the MOU involves exchanging information between the CXs. This MOU will not involve contracting actions between the two entities.

11. Dispute Resolution.

In the event of a dispute between the parties, USAEDNW and USAESCH agree to use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

12. Responsibility for Costs.

Responsibility for cost will be addressed in the Plan.

13. Public Information.

Each CX is generally responsible for all public information. Each party shall make their best effort to give the other party advance notice before making any public statements regarding work contemplated, undertaken or completed pursuant to the MOU.

14. Communication and Coordination Representatives.

To provide for consistent and effective communication between the USAESCH and USAEDNW, each party shall appoint a principal representative to serve as its central point of contact on matters relating to this MOU. The principal representatives for this MOU are listed below. Alternates may be established.

Commander
U.S. Army Engineering and Support Center, Huntsville
Attn: OE-CX (Carol Youkey)
4820 University Square
Huntsville Al 35816-1822
(256) 895-1563

Commander
U.S. Army Engineer Division, Northwestern
Attn: HTRW-CX (Marcia Davies)
12565 West Center Road
Omaha NE 68144
(402) 697-2555

15. Reporting

HTRW CX and MM CX generate weekly reports for HQ USACE. For coordination, each CX shall provide their weekly reports to the other CX chief in a timely fashion.

16. Review.

This agreement will be reviewed annually to ensure adequate identification of support requirements. Additional reviews may take place when changing conditions or circumstances require substantial changes or development of a new agreement. Minor changes may be made at any time by correcting the existing document or attaching a memorandum to the basic document. Changes must be coordinated and initialed by a representative of both parties. This MOU is subject to immediate review under mobilization or declaration of an emergency.

17. Amendment, Modification and Termination.

This MOU may be amended or modified only by written, mutual agreement of the parties. Either party may terminate this MOU by providing written notice to the other party. The termination shall be effective upon the 60th day following notice, unless a later date is set forth.

18. Effective Date.

This agreement becomes effective upon the date of the last approving signature and will remain in effect indefinitely until superseded, rescinded, or modified by written, mutual agreement of both parties.

19. Acceptance of Agreement.



JOHN D. RIVENBURGH
Colonel, Corps of Engineers
Commanding
U.S. Army Engineering and
Support Center, Huntsville

27 JAN 06

(Date)



GREGG F. MARTIN
BG, USA
Commanding

17 Feb 06

(Date)