MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF DEFENSE, ENVIRONMENTAL SECURITY
AND
THE UNITED STATES GEOLOGICAL SURVEY

I. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to ensure optimum efficiency and maximum benefit to the federal government by integrating the resources and expertise of The United States Geological Survey (USGS) with those of the Department of Defense (DoD) in addressing environmental responsibilities and related issues.

This MOU specifies the respective responsibilities of USGS and DoD, including the Military Departments and Defense Agencies (herein after referred to as "DoD Components") and specifies procedures for cooperation.

II. BACKGROUND

DoD specifically includes environmental stewardship as part of its mission. This includes such goals as ensuring environmental compliance, cleaning up contamination, preventing future pollution, integrating National Environmental Policy Act procedures into all operations, and protecting natural and cultural resources. In addition to general environmental stewardship, DoD is specifically named as natural resource trustee for the public for resources inhabiting DoD lands. The trusteeship responsibility increases DoD's obligation to protect the environment and be accountable to the public for its performance.

To more efficiently and effectively attain these goals, as well as increase credibility, DoD is looking to other federal agencies that have expertise and responsibility for environmental protection to assist DoD in better addressing its problems. USGS has a broad range of capabilities that could support DOD's Installation Restoration Program, compliance program, and other environmental programs, such as, site assessment, hydrogeologic studies, geologic studies, maps and geospatial data and services, and biological resource assessments and monitoring programs.

In turn, DoD could help further USGS' mission in several areas. Through its military mission, DoD has developed products, services, and equipment that easily could be applied in USGS' programs. Cooperation will allow both agencies to solve environmental problems in a more efficient and cost-effective manner.

III. AUTHORITY

USGS and DoD enter into this MOU under the Economy Act of 1932, as amended (31 USC 1535).

The Deputy Under Secretary of Defense (Environmental Security) [DUSD(ES)] enters into this MOU on behalf of the Secretary of Defense.

The Director, U.S. Geological Survey enters into this MOU on behalf of the Secretary of Interior.

IV. Definitions

DoD Components - The Military Departments and Defense Agencies collectively.

USGS Components - The USGS line, staff, and program offices collectively.

Annex - A detailed description of a cooperative arrangement that is written within the scope of this MOU, as determined by USGS and DoD.

DoD Annex Lead - The Office of the Secretary of Defense (OSD) element, Military Department, or Defense Agency having responsibility for the formulation and execution of an annex under this MOU.

USGS Annex Lead. - The specific USGS Component having responsibility for the formulation and execution of an annex under this MOU.

Annual Plan of Work (APOW) - A one year agreement between the signatories to an annex that contains an annual funding agreement and schedules for specific activities to be conducted under this annex.

V. SCOPE

This MOU focuses on the environmental responsibilities of both agencies and establishes a mechanism to more effectively carry out activities associated with these responsibilities. This MOU is intended to facilitate the joint cooperation of Components from each agency on programs that entail technical expertise, technology development, exchange of technical products or services, or any other related activity that will enhance the protection of the environment. This MOU is not intended to preempt or foreclose any existing agreements that may address environmental issues; rather, it is intended to establish a focus and mechanism to aggressively pursue cooperation between the two agencies in solving environmental problems and increasing the agencies' understanding of the environment in order to protect its quality for future generations.

This MOU:

- details the general responsibilities of each party;
- designates an office within DoD to be the office of primary responsibility for coordinating DoD's activities under this MOU;
- designates an office within USGS to be the office of primary responsibility for coordinating USGS' activities under this MOU;
- provides specifications and procedures for amending this MOU and its annexes;
- establishes general funding procedures; and
- provides specifications – through annexes and annual plans of work – to implement activities under this MOU.

VI. RESPONSIBILITIES

A. Joint DoD and USGS Responsibilities

Subject to the laws and regulations affecting each Party and to the availability of funds, personnel, and other resources, DoD and USGS, through the signatories of this MOU, undertake the following joint responsibilities under this MOU:

1. Maintain oversight of this MOU and annexes to ensure relevance, effective use of resources, and cooperation.
2. Share information to facilitate more effective implementation of agency mandates.
3. Coordinate budget submissions, Congressional activities, external affairs, and agency policies, as appropriate, that are within the purview of this MOU and its associated annexes.
4. Facilitate the development of new annexes that more effectively use the agencies' resources and address the agencies' and the Administration's goals.

B. Responsibilities of DoD

1. DUSD(ES) will act on behalf of DoD for this MOU.

2. DUSD(ES) will:

a. Negotiate and sign any amendments to this MOU;

b. Give or receive notification of termination of this MOU or any amendments to this MOU;

c. Approve all annexes to this MOU;

d. Negotiate resolution of any disputes that may arise relative to interpretation or application of this MOU or any issue associated with any annex, that cannot be resolved by the designated individuals within the annex (see Section XI);

e. Coordinate all annexes under this MOU;

f. Periodically evaluate the effectiveness of this MOU;

g. Coordinate this MOU with related MOUs or other agreements signed between USGS and DoD Components;

h. Coordinate this MOU with related MOUs or other agreements signed between DoD Components and other agencies.

3. DoD Annex Lead(s) under this MOU will:

a. Negotiate and sign any annexes and annual plans of work to this MOU;

b. Conduct work as developed in an annex and associated annual plans of work;

c. For each annex, jointly develop with USGS:

(1) formalized procedural guidelines to define products, services, and activities;

(2) procedures for data exchange;

(3) protocols of communication;

(4) procedures for review, comment, and approval of work products.

d. Oversee the execution of funding for work performed by USGS pursuant to an annex;

e. Coordinate with the appropriate DoD Components on work performed pursuant to an annex;

f. Oversee and monitor work performed under annual plans of work;

g. Provide to the Office of the Secretary of Defense and DoD Components access to data, work products, and other relevant information relating to the activities conducted under this MOU;

h. Arrange for visits and access by appropriate USGS personnel to DoD installations and facilities as necessary;

i. May request USGS to perform other environmental services not specified in the annual plan of work, on an as-needed basis, subject to USGS concurrence and the availability of funds, through the annual plan of work;

j. Evaluate and concur, as appropriate, on USGS requests for additional DoD services not specified in an annual plan of work;

k. Make every reasonable effort to respond to USGS in writing or action within agreed upon time periods.

C. Responsibilities of USGS

1. USGS will designate a Lead to act on behalf of USGS for this MOU;

2. The Lead for the U.S. Geological Survey will:

a. Negotiate and sign any amendments to this MOU;

b. Give or receive notification of termination or any amendments to this MOU;

c. Approve and sign all annexes to this MOU;

d. Negotiate resolution of any disputes which may arise relative to interpretation or application of this MOU, or any issue associated with any annex that cannot be resolved by the designated individuals within the annex (see section XI);

e. Coordinate this MOU with related MOUs, agreements, or annexes signed between DoD and USGS Components;

f. Periodically evaluate the effectiveness of this MOU;

g. Coordinate this MOU with related MOUs or agreements signed between DoD and USGS Components;

3. USGS Annex Lead(s) will:

a. Negotiate and coordinate any annexes to this MOU and negotiate, coordinate and sign annual plans of work for an annex;

b. Conduct work as developed in an annex and associated annual plans of work;

c. For each annex, jointly develop with the DoD:

(1) formalized procedural guidelines to define products, services, and activities;

(2) procedures for data exchange;

(3) protocols of communication;

(4) procedures for review, comment and approval of work products.

d. Oversee the execution of funding for work performed by DoD pursuant to an annex;

e. Coordinate with the appropriate USGS Components on work performed pursuant to an annex;

f. Oversee and monitor work performed under annual plans of work;

g. May request DoD to perform other environmental services not specified in the annual plan of work, on an as-needed basis, subject to DoD concurrence and the availability of funds, through the annual plan of work;

h. Evaluate and concur, as appropriate, on DoD requests for additional USGS services not specified in an annual plan of work;

i. Make every reasonable effort to respond to DoD in writing or action within agreed upon time periods.

VII. SECURITY

DoD Components will inform USGS of the security clearance requirements for work performed under this MOU and will provide all reasonable assistance to ensure that USGS staff are able to receive appropriate security clearances in a timely manner. USGS will take all reasonable actions to ensure that its personnel obtain the necessary clearances in a timely fashion.

VIII. DURATION, TERMINATION, AND MODIFICATION

This MOU shall become effective on the date of the final signature. It shall remain in effect for ten years or until terminated by one or both parties to this agreement. A minimum of 120 days advance written notice of termination is required.

This MOU may be modified by formal written notice from either party if there is joint agreement between the signatories to this MOU. Any amendments to this MOU are effective as of the date of the final signature.

IX. ANNEXES

A. Annexes - General

Annexes are subject to all provisions of this MOU and will, in their introduction, incorporate by reference all provisions of this MOU.

Each annex will identify as Annex Lead for each party with authority to negotiate on behalf of all parties expecting to participate in that annex. Annexes will include an annual plan of work defining the activities to be conducted annually by the parties of the annex (see subsection B).

Each annex will include an estimate of projected resource requirements for three years from the start of the annex or the date of last review. If work to be performed under an annex is expected to be completed in less than three years, the resource estimate will be for the expected period of performance. Annexes do not create any fiscal obligations on the part of DoD or USGS. Fiscal obligations will be entered into through annual plans of work(see subsection B).

For consistency, all annexes should adhere to the following basic format:

1. Title.

2. Scope. This section should detail specific categories of work or activities covered by the annex. More detail is required if other annexes or MOUs exist that may be confused with the work being addressed in this annex.

3. Introduction. This section should include a description of the background, rationale, justification, and authorities of the parties to enter into the annex, and reference to this MOU.

4. Purpose. This section should contain a concise description of the intent, goals, and objectives of the annex and other relevant information.

5. Authority.

6. Definitions.

7. Responsibilities. This section should contain detailed responsibilities of DoD and USGS, the DoD and the USGS Annex Leads, and any other DoD and USGS Components performing work under the annex.

8. Program evaluation. This section should contain information on, and a methodology for the in-progress reviews and the annual joint program evaluation.

9. Reporting requirements. This section should contain specific reporting requirements mutually agreed upon between the DoD Annex Lead and USGS Annex Lead.

10. Points of contact. DoD and USGS contacts, including areas of responsibility (e.g. budget, program, administrative, etc.).

11. Annual plan of work (see following section).

12. Estimated resource projections. Projected resource requirements for three years from the start of the annex (updated annually in the annual plan of work) or for the expected period of performance if the period of performance is less than three years.

13. Rapid response mechanism. This section should contain a mechanism for responding to unexpected requests for assistance that, although not listed in the annual plan of work, fall within the scope of the annex. Such a mechanism will be used only when amending the annual plan of work will preclude a timely response.

14. Additional Stipulations.

B. Annual Plan of Work

1. Annual plans for work will be jointly developed by the parties to each annex. They will ensure that the appropriate DoD and USGS Components are actively involved in plan development.

2. Annual plans of work may be amended by formal written notice from either party if there is joint agreement as evidenced by the signatures of the parties to the annex or their designees. Any amendments are effective as of the date of the final signature.

3. Annual plans of work will contain project schedules for specific activities to be performed in an approved annex to this MOU. An annual plan of work may be on a fiscal year basis an may be amended to run for any other time period mutually agreed upon by DoD and USGS.

4. Annual plans of work will contain funding agreements that specify the amount and sources(s) of funds required by USGS or DoD for the conduct of activities covered in the annual plan of work, and will include an Economy Act determination and finding.

5. Annual plans of work will contain funding provisions for carrying out unexpected activities to support DoD or USGS.

C. Evaluation

All annexes shall be reviewed biennially for relevance to parties' needs and effectiveness in implementing the purpose of the annex and the MOU.

All annual plans of work shall undergo periodic in-progress review. These reviews shall present, at a minimum, a summary of work performed and financial obligations to date.

D. Amendments to and Termination of Annexes

Annexes may be amended upon agreement of the DoD Annex Lead and USGS Annex Lead for the annex being amended. Amendments become effective as of the date of the final signature. Annexes remain in effect for five years unless a shorter period of performance is stated in the annex. Annexes may be terminated by one or both signatories, after 120 days written advanced notice.

X. DISPUTE RESOLUTION

Parties to this MOU shall make reasonable efforts to informally resolve disputes over the scope of services, technical sufficiency of reports, or any other issue that leads to or generates a dispute under this MOU. The dispute resolution process will initially include discussions between DoD and USGS staffs directly involved in the conduct or activities and their immediate supervisors. If resolution is not reached, the dispute may be elevated to the Lead Annex signatories. If resolution is not reached, the matter may be referred by the DoD Annex Lead, in writing, to the Deputy Under Secretary of Defense (Environmental Security), or may be referred by the USGS Annex Lead, in writing, to the Director, U.S. Geological Survey for resolution.

Nothing in this MOU is intended to conflict with current USGS or DoD policy or guidance. If a provision(s) of this MOU is inconsistent with current policy or guidance of either of the parties, then the provision(s) deemed inconsistent shall be invalid, but the provisions not affected by the inconsistency shall remain in full force and effect. At the first opportunity for review of this MOU, such changes are deemed necessary shall be accomplished by either an amendment to this MOU or termination of this MOU, and entry into a new agreement, whichever is deemed expedient to the interests of both parties.

XI. LITIGATION

The DoD Office of General Counsel and the Department of Interior Office of the Solicitor agree to coordinate litigation-sensitive information and actions through the Department of Justice.

XII. RESOURCES

A. Applicability

Funding provided by either DoD or USGS will authorize obligations to be incurred by the receiving agency for its responsibilities under an annex. Allocation will be based on annual plans of work and resource provisions specified in each annex. During periods when Congress has not approved a budget, funding will continue under continuing resolution authority if such authority has been granted by Congress. Nothing in this MOU, or any annex or annual plan of work entered into pursuant to this MOU, shall be interpreted to require obligation by either party, or payment by either party, in violation of the Anti-Deficiency Act, 31 U.S.C. 1341, nor shall either party's appropriations be used to augment the appropriations of the other party in violation of 31 U.S.C 1301.

B. Funding Mechanism

Subject to the laws and regulations affecting each agency, funding allocations to USGS will be through a Military Interdepartmental Purchase Request (MIPR) or Interagency Agreement (IAG) specific to an annex. Funding allocations to DoD will be through an IAG specific to an annex. The MIPR or IAG will stipulate a budget period that covers a minimum of one year in order to provide continuity of work as specified in individual annexes and associated annual plans of work. The MIPR or IAG will also clearly state the source of funds and the amount from each fund source.

D. Reimbursements

Billing will be quarterly using the OPAC (On-line Payments and Collections). Reimbursements will also be transmitted electronically via OPAC. Billings will be for actual costs incurred and disbursed by the funding agency during the quarter.

E. Financial Reports

Financial reporting requirements will be specified in each annex.

F. Contractual Obligations

Nothing in this MOU shall be construed to create a contractual obligation between the funding agency and a contractor hired by a funded agency. Contracts entered into in support of annexes are governed by the policies and procedures of the Federal Acquisition Regulations or Defense Federal Acquisition Regulations, as appropriate, and the funded agency's regulations. As such, contracts are subject to the relevant requirements of post performance audit.

ACCEPTED AND APPROVED FOR THE UNITED STATES GEOLOGICAL SURVEY

BY: _____
Gordon P. Eaton
Director U.S. Geological Survey

DATE: 06/10/97

ACCEPTED AND APPROVED FOR THE U.S. DEPARTMENT OF DEFENSE

BY: _____
Sherri W. Goodman
Deputy Undersecretary of Defense
(Environmental Security)

DATE: 4/26/97