

CF: WRET
RCB



DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DIVISION, OHIO RIVER
CORPS OF ENGINEERS
P. O. BOX 1159
CINCINNATI, OHIO 45201-1159

REPLY TO
ATTENTION OF

S: 7 September 1993

CEORD-DL-MS (200-1c)

12 August 1993

MEMORANDUM FOR
Commander, Huntington District; ATTN: CEORH-DL ✓
Commander, Nashville District; ATTN: CEORN-DL

SUBJECT: Plum Brook Ordnance Works, National Aeronautics and
Space Administration (NASA) Agreement.

1. Enclosed is a proposed draft agreement between NASA Lewis Research Center and the Ohio River Division. The purpose of the agreement is to develop a working agreement with NASA for HTRW cleanup at the former Plum Brook Ordnance Works.
2. Request that you review the agreement and furnish comments to this office by 7 September 1993. If you have any questions please call Patty Bertsch 513-684-6248.

VINCEL L. ODALE
Senior Project Manager
Project Management Division

Encl

U.S. ARMY
CORPS OF ENGINEERS
CINCINNATI, OHIO
1993 SEP 15 A 8:39

National Aeronautics and
Space Administration

Lewis Research Center
Cleveland, Ohio
44135



Reply to Attn of: 7020

July 30, 1993

Mr. Vince Odale
U.S. Army Corps of Engineers
Ohio River Division
P.O. Box 5719
Cincinnati, OH 45201-5719

Dear Mr. Odale:

Thank you for the sample agreements you supplied to NASA Lewis for our use in attempting to develop an agreement between NASA and the Army Corps of Engineers. Enclosed is a proposed draft agreement developed by NASA Lewis to assist in coordinating cleanup efforts at Plum Brook Station.

I would like to request a meeting between my staff and the appropriate Corps of Engineer personnel to discuss the details of completing an agreement between the two parties.

Please contact me at your earliest convenience so that we may make arrangements.

Sincerely,

Peter W. McCallum
Chief, Office of Environmental Programs

NON-REIMBURSABLE INTERAGENCY AGREEMENT
BETWEEN THE
NASA LEWIS RESEARCH CENTER
CLEVELAND, OHIO
AND THE
U.S. ARMY CORPS OF ENGINEERS
OHIO RIVER DIVISION

I. AUTHORITY

This Agreement is entered into by the United States Army Corps of Engineers (USACE), Ohio River Division and the National Aeronautics and Space Administration (NASA), Lewis Research Center, Cleveland, Ohio. The legal authority for this Agreement is found in the Space Act of 1958, Sections 203(c)(5) and (6), 42 U.S.C. §2473(c), as implemented by NASA Management Instruction (NMI) 1050.1E; and the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §9601-9626.

II. PURPOSE

The purpose of this agreement is to

- A. Coordinate the cooperative efforts of both Federal agencies for implementation of environmental remedial actions for hazardous waste (HW) sites at the Plum Brook Station
- B. Delineate areas of responsibility in order to avoid duplication of effort while insuring that all areas are addressed
- C. Develop a vehicle for sharing information helpful to both parties

III. SCOPE

This agreement shall cover the site known as Plum Brook Station, a satellite facility of the Lewis Research Center, Cleveland, Ohio, formerly known as the Plum Brook Ordnance Works.

IV. RESPONSIBILITIES

- A. NASA Lewis Research Center as the current site owner is responsible for
 - 1. Overall planning, coordination, and implementation of remedial investigations and remediations
 - 2. Coordination of site activities with regulatory agencies and local governments
 - 3. Coordination of public affairs for the overall site, to provide a single source for information to the public
 - 4. Development and implementation of plans to provide

investigation and remediation of NASA-lead units as defined in Appendix A and NASA-lead units defined according to procedures established in section IX

- B. U.S. Army Corps of Engineers (USACE), Ohio River Division, is responsible for
1. Support to NASA in their role as lead for the overall cleanup effort
 2. Support of the coordination with the regulatory agencies and local governments
 3. Support to the NASA Public Affairs Office with information on USACE projects
 4. Development and implementation of plans to provide investigation and remediation of USACE-lead units as defined in Appendix B and USACE-lead units defined according to the procedures established in Section IX

V. REPORTING

- A. The parties agree to provide periodic reports to each other as to the status of progress and current schedules of ongoing and future work. During periods of plan development, the report interval shall be quarterly. During field activities, the report interval shall be monthly. During periods not addressed above, the report interval shall be semi-annually.
- B. The parties agree to share preliminary analytical data which has been obtained by one party but not yet validated and is required by the other party. Upon receipt of a request for data describing the intended use of the data, the preliminary data shall be marked "Draft" or "Preliminary" and supplied to the requesting party within 30 days of the request. Such preliminary data is not to be released or utilized for any other purpose without the written consent of the party supplying the data.

The determination of releasability on all Freedom of Information Act (FOIA) requests will be made by NASA, and any requests received by USACE will be forwarded with the documents USACE identifies as responsive to the NASA Lewis Research Center FOIA Officer for such determination of releasability. (In the alternative)--- Any determination of releasability made by USACE on a Freedom of Information Act (FOIA) request will be routed through NASA for concurrence prior to release of any documents.

- C. The parties agree to provide each other with an opportunity for review and comment of plan documents and draft final reports.
- D. The parties agree to provide a copy of all final reports to the other party within 60 days of completion of the report.

VI. PROGRAM FUNDING

Both parties agree to pursue funding for execution of the projects identified in Appendix A and/or B. It is understood that funding limitations may prevent execution of a given part of the work at any time during the life of this project. If funding becomes a problem for either party, that party must notify the other and arrange for a discussion between both parties to determine how the project may proceed and other options. In any case, each party must notify the other if it appears execution of a given part of work will be prevented for any reason.

There will be no transfer of funds or other financial obligation between NASA and USACE in connection with this Agreement. Each party will fund its own participation under this Agreement. (There should also be a specific period within which notification should be given upon discovery of a funding problem).

- A. NASA funding shall be provided through the Construction of Facilities Program.
- B. USACE funding shall be provided through the Formerly Utilized Defense System Program (FUDS), a part of the Defense Environmental Restoration Program.

VII. MANAGEMENT ARRANGEMENTS

- A. The parties agree to discuss point of contact (POC) arrangements upon mutual consent to and final signature on this Agreement.
- B. Both parties agree to develop methodology for exchange of project management plans and for mutual discussion of other party's plans.

VIII. PUBLIC INFORMATION COORDINATION

It is agreed that the NASA Public Affairs Office, as the on-site office, shall take the lead in the area of public information. The intent is to provide a single point of contact with the public and to avoid the release contradictory or inaccurate information to the public by either agency.

IX. AMENDMENT AND TERMINATION

- A. This agreement may be modified or amended by written agreement between NASA and USACE, and may be terminated by mutual agreement of NASA and USACE. Modifications or amendments which substantially impact the responsibilities outlined in this agreement will be executed by signatories of authority equal to that of the signatories of this agreement.

- B. In the event that additional units are discovered as the result of site activities, the units will be assigned to one of the parties upon mutual written agreement and included either in appendix A or B.

X. DISPUTE RESOLUTION

The parties agree that in the event of disputes between the parties, both USACE and NASA will use their best efforts to resolve disputes in an informal fashion through consultation and communication. The parties agree that in the event that informal consultation and communication fail to resolve the dispute, the dispute shall be resolved as described in Executive Order 10288.

XI. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefit arising from it.

XII. LIABILITY AND RISK OF LOSS

USACE agrees to assume liability for any damages which arise as a result of its activities under this agreement, and agrees, subject to availability of funds, to pay all costs associated with the repair of said damage. User agrees to make good faith effort to obtain the necessary funds required for repair of any damage.

XIII. EFFECTIVE DATE

This agreement is effective on the date of the last signature below.

Larry J. Ross