

## C2. GENERAL OPERATIONS GUIDANCE

### Enclosure 8 - MOA for Disposal Services

### MEMORANDUM OF AGREEMENT

between

and

DEFENSE REUTILIZATION & MARKETING OFFICE

for

DISPOSAL SERVICES TO

- 1) PURPOSE AND BACKGROUND: This Memorandum of Agreement (MOA) is made by and between the Defense Reutilization and Marketing Service (DRMS), Defense Reutilization and Marketing Office (DRMO) and . The DRMS mission is to provide disposal of excess personal property, specifically usable, hazardous, recyclable, or specific commodities. This MOA addresses the roles and responsibilities of all parties regarding continuous disposal services for scrap material and outlines the working relationship between the DRMS and , hereinafter called the Generator.
- 2) AUTHORITY: Authority to enter into this MOA on behalf of DRMS/DRMO and the Generator is vested in the respective Commander and/or Commanding Officer of both activities, and their designated representatives, pursuant to authority contained in DoD Instruction 4000.19, August 9, 1995, Interservice and Intragovernment Support. DoD 4160.21-M, Defense Disposition Manual, August 1997, Chapter 3, Receipt, Handling and Accounting of the reference requires the delivery of material from the Generator to the DRMS Service Provider (SP) for processing of excess personal property. Chapter 3 also allows for property to be received in place when locally determined to be justified for economic or other valid reasons with appropriate turn-in documentation.
- 3) RESPONSIBILITIES: The Generator and DRMS hereby jointly agree that the transportation to the designated DRMS Service Provider or the receipt in place process is justified for excess personal property described herein according to the following:
  - a) The Generator and DRMS agree that scrap material will not be transported to DRMO for subsequent disposal processing. Scrap material will be accumulated at the Generator's activity, and removed on a regular basis by the DRMS Scrap Venture contractor.
  - b) The DRMS disposal role for Range Residue Scrap is limited to providing a sales service for range residue, except for expended brass certified to be inert; this service is available through a separate supplemental MOA which may be obtained from DRMO .
  - c) Munitions List Items/Commerce Control List Items (MLI/CCLI): The Generator and DRMS will comply with requirements specified in DoD 4160.21-M, and DoD 4160.21-M-1, Defense Demilitarization Manual. The Generator will coordinate with the servicing DRMO to determine if excess MLI/CCLI scrap will be retained in place, or transported to a designated DRMO or centralized DEMIL activity for processing. Under no circumstances will items requiring demilitarization be placed in the scrap containers. If such items are found by the DRMS representative, the entire accumulation will be rejected back to the Generator for

sorting. Any items which have been demilitarized by the Generator will be kept in a separate location until the DRMS DSR or Scrap Venture Disposal Specialist have inspected them.

- d) DRMS and the Generator are responsible for establishing a list of points of contact for coordination of disposal actions required for all scrap received under this MOA. Both parties are responsible for updating and maintaining this list. The Generator will indicate on the list who is the responsible party for the integrity of the scrap accumulation. The Generator will be vigilant and not allow any hazardous materials, such as free-flowing liquids, compressed gas cylinders, items containing refrigerants, batteries, drums which have not been “triple-rinsed”, fluorescent light bulbs and ballasts, fire extinguishers, and asbestos to be commingled in scrap accumulations. Not only will the scrap buyer refuse the scrap loads, but the Generator would be exposing the installation to environmental violations. The above list is not inclusive, and if the Generator has any concern about an item being an environmental hazard, he should contact the DRMS representative or his installation environmental team.
- e) The following items should be kept separate from the accumulation and reviewed by the DRMS representative: Batteries, compressed gas cylinders which have been torch cut or mutilated, concertina wire, scrap vehicles, items previously containing refrigerant, and tires. Tires and batteries must be stored IAW DoD, federal, state and local regulations, but may be referred to DRMS for disposal. Items previously containing refrigerants must have documentation of their removal, and copies of the certificates provided to the scrap buyer upon request. Any reports that must be filed, will be done by the Generator. DRMS will provide information on the disposition of these commodities if requested.
- f) The Generator will take measures to insure that trash and refuse is not allowed to be added to scrap accumulations.
- g) DRMS service contractors will comply with all applicable Federal and State environmental, transportation, and safety laws and regulations.
- h) DRMS will be responsible for accepting scrap from the Generator activities and its tenant commands. Accountability will be accepted by receipt of a DD1348-1A, Disposal Turn In Document (DTID). Light and heavy metal steel scrap and other scrap commodities may be received in the Host’s designated area and may be placed in hoppers for term or other sales removal actions. Scrap will be segregated by the generating activity by commodity whenever possible. Scrap accumulations received in place will be monitored by the Generator’s POC to assure that clandestine dumping of improper items does not occur.
- i) In the event any excess/surplus property items for which the DRMS has accountability, but has not assumed custodial responsibility, becomes lost, damaged, or destroyed, the Generator will investigate the circumstances surrounding the discrepancy. DRMS shall provide the Generator with requested item or scrap identification and DTID copies pertinent to the lost, damaged, or destroyed items. If the investigation determines the discrepancy is due to a record keeping error, the Generator shall inform the DRMS Representative, who shall prepare the property inventory adjustment document. If the discrepancy is not due to record keeping error, the Generator must prepare a DD Form 200, Financial Liability Investigation of Property Loss (FLIPL), per the criteria in DoD 7000.14-R, Volume 12, Chapter 7. The Generator must provide DRMS a completed copy of the DD Form 200 as supportive documentation for the DRMO to adjust the discrepancy in its accountable records. This action must be completed within 30 days.
- j) The Generator will designate secured outside storage space for the scrap received in place. If a secure area is not available, secure containers must be used. It is imperative that all additions to the scrap accumulations be controlled. A DRMS representative must be present to receive scrap property, or the new material must be kept segregated awaiting DRMS inspection.

- k) The Generator will provide office services (copier, fax machine, and local (non-toll) telephone usage) at no cost for DRMO personnel. This service will be provided whenever DRMO personnel are on site at the Generator's activity for the purpose of assisting with disposal actions. The Generator will also allow the scrap to be weighed on the installation's scales. Scales must be calibrated and maintained IAW state commerce regulations for material sold by weight.
  - l) A DRMS Disposal Service Representative (DSR) or a DRMS Scrap Venture Disposal Specialist will visit the site periodically to assist with downgrading Generator's property, determining which property can be directly shipped to its final disposition location, and assisting with any other scrap disposal and inventory concerns. If a DRMS representative identifies property which should be turned in as usable property, the Generator will remove it from the scrap accumulation before allowing the release of the scrap material. If the Generator has any problems or concerns with the Scrap Venture partner, he will contact the DRMS SV POC for assistance. The Generator agrees to allow the DRMS (SV) Scrap Venture marketing partner access to the property as stated above to accomplish receipt and sales disposition of the scrap. The generator will allow the SV partner to leave property in place for 60 days after receipt of the scrap. The SV partner may mutilate the scrap on site.
  - m) The Generator will provide physical security (24/7?) No physical security can be a fence – not necessarily security checks to prevent removal of scrap without written approval of DRMS, or unauthorized dumping. Both parties to this Agreement will maintain a record of individuals who have access to these areas. The Generator will provide Security provisions identified on Attachment 2 to this document.
  - n) The Generator will accommodate access to the property for inspection and loading for the Scrap Venture customers and disposal contractors during the hours of 0800 through 1530, - excluding Flex Fridays, Federal holidays, and any other days on which the installation is closed - or by appointment until final disposition of the property or termination of this Agreement. The DRMS representative will contact the designated Generator point(s) of contact and provide 24-hour notification to request access for other than agreed to timeframes.
  - o) The Generator agrees to release scrap (to whom?) (It depends – we would make that determination – could be a purchaser, or a transporter to Deman contractor, etc. material on behalf of DRMS and the SV partner, if requested. The Generator's weighmaster will weigh all scrap in accordance with DRMS-provided instructions at the time of the release. If the scale is not available, the Generator POC will notify the DRMS POC to coordinate other arrangements. Weighmasters will be identified to the DRMS representative in writing.
  - p) Accountability of property that is not disposed of through Scrap Venture will not be returned to the Generator, except as specified in Chapter 4, Property Requiring Special Processing of referenced DoD 4160.21-M. It may be processed for abandonment and/or destruction (A/D), or disposed by a DRMS service contract. (MLI items requiring DEMIL may not be downgraded to scrap without DEMIL being accomplished first).
- 4) MISCELLANEOUS:
- a) Proceeds for recyclable materials eligible for reimbursement under a Qualified Recycling Program (QRP) turned in by Generator, but sold by DRMO [REDACTED], will be reimbursed to the installation's recycling account as specified on the turn-in documentation.

- b) If the Scrap Venture partner has not already placed containers at the Generator's site, and the Generator desires that a contractor provide containers, the Generator should notify the DRMS representative in writing.
- c) The Generator will provide housekeeping, utilities, and facilities maintenance for any DRMS assigned office area and will be required to meet safety and fire standards. The Generator will provide Safety and Health Support as identified on the Attachment 1 to this document.
- 5) RESOLUTION PROCESS: Disagreements will be resolved by the Signatories. After attempted resolution, disagreements will be referred to the DRMS Forward Support Team Chief and the local installation commander. Unresolved differences will be elevated to Headquarters DRMS and to the Commander, [REDACTED].
- 6) MODIFICATION AND TERMINATION: This agreement may be modified upon written agreement of both parties. The agreement may be terminated by either party with 30 days written notice.
- 7) EFFECTIVE DATE: This MOA is effective (DATE), and will remain in effect until amended by mutual agreement or until terminated.
- 8) POINTS OF CONTACT:
  - a) (GENERATOR) [REDACTED] Points of Contact: [REDACTED]
  - b) DRMO [REDACTED]'s Points of Contact:
- 9) APPROVALS:

ACCEPTANCE OF AGREEMENT on behalf of FST Operations [REDACTED]

By: \_\_\_\_\_ Date \_\_\_\_\_

ACCEPTANCE OF AGREEMENT on behalf of [REDACTED]

By: \_\_\_\_\_ Date \_\_\_\_\_  
Name \_\_\_\_\_  
Commander \_\_\_\_\_

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#### **Attachment 1 - Safety and Occupational Health Support/Services**

- 1) PROVIDER WILL:
  - a) Provide safety consultation and technical advice to the DRMO Chief when requested on specific matters involving safety, such as the discovery of possible explosive material, and HM/HW.
  - b) Include the DRMS Disposal Service Representative (DSR) in host sponsored Safety Council Meetings, when appropriate.
  - c) Assist in accident investigation and reporting, and investigations of hazardous situations. Investigate all mishaps involving death, lost workday injuries, and property damage of \$1,000 or more.
  - d) Provide safety training when required.
  - e) Conduct annual occupational safety surveys and inspections.
  - f) Provide Bloodborne Pathogens Exposure evaluation and training for personnel
  - g) Provide clean up of blood and body fluids.
  - h) Provide ergonomic assessments and written recommendations.
  - i) Provide use of fitness facilities, where available.
- 2) RECEIVER WILL:
  - a) Attend all host sponsored safety council meetings, when appropriate.
  - b) Assist the host with accident investigations.

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#### Attachment 2 - Security Support Requirements

- 1) **Non-reimbursable:** The following security support will be provided by the Generator on a non-reimbursable basis for all DRMS field activities as standard requirements at the time a Memorandum of Agreement is approved by both parties.
  - a) Police Patrol:
    - 1) Supplier will:
      - a) Provide routine patrol services to maintain law and order on the same basis as support provided other host activities.
      - b) Make at least one or more patrol checks per day during non-duty hours to ensure Generator provided office space is properly secured.
      - c) Maintain a record such as a building checklist, radio log, etc, to document the checks.
      - d) Protect and secure activity assets found unsecured and notify the designated activity personnel immediately upon discovery of any security incident of breach of security.
    - 2) Receiver will:
      - a) Secure activity facilities when not attended.
      - b) Promptly secure and inspect facilities when notified if found unsecured.
      - c) Comply with host external security criteria.
  - b) Security Reviews and Inspection.
    - 1) Supplier will: Conduct physical security inspections of Generator supplied office space and storage areas as requested by the activity or DRMS Command Security Office, using as a minimum, DRMS security criteria.
    - 2) Receiver will:
      - a) Schedule the inspection at a convenient time.
      - b) Promptly respond to all findings noted.
  - c) Traffic Enforcement:
    - 1) Supplier will: Provide traffic supervision and enforcement to include investigation of traffic mishaps/accidents.

- 2) Receiver will: Comply with host criteria.
  
- d) Investigations:
  - 1) Supplier will:
    - a) Investigate all security/criminal incidents involving DRMS field activity personnel, or assets not referred for investigation to a major DoD Investigative Organization, i.e., DCIS, AFOSI, USACIDC, NCIS.
    - b) Secure evidence, document results of inquiry and provide copies of investigative reports to the DRMS Office of Command Security upon their completion.
  - 2) Receiver will:
    - a) Promptly report all security/criminal incidents to host security/military police.
    - b) Protect crime scene and evidence until host security/military police respond to the scene.
  
- e) Identification:
  - 1) Supplier will: Provide activity employees with security badges, ID cards, and/or vehicle decals required to access the activity work site (s).
  - 2) Receiver will: Comply with host requirements.
  
- f) Weapons Storage:
  - 1) Supplier will:
    - a) Provide in transit security for weapons and major small arms subparts received or shipped by host installation and provide custody for weapons on DRMS activity accountable records in approved small arms storage facilities.
    - b) Provide activity with monthly inventories of all weapons stored in host facilities.
    - c) Provide armed security vigilance during demilitarization of weapons on the host installation.
  - 2) Receiver will: Request support and coordinate all such requests with the host installation in advance, if possible.
  
- g) Key Control:
  - 1) Supplier will; Allow tenant DRMS field personnel access to all keys and locks used to secure host storage areas for excess property and to Generator provided office space.
  - 2) Receiver will: Maintain positive control of all keys and locks in accordance with DRMS security criteria.
  
- h) Information Security:

- 1) Supplier will:
    - a) Provide tenant DRMS field activity personnel with security awareness training.
    - b) Secure any uncontrolled classified material discovered in activity assets and ensure that appropriate inquiries/investigations of all known and suspected security violations are conducted in accordance with DoD 5200.1-R.
  - 2) Receiver will comply with DoD/DLA/host criteria.
- i) Force Protection:
- 1) Supplier will:
    - a) Provide a standard level of support for Force Protection (FP) in accordance with DoD-D 2000.12, DoD-I 2000.14, DoD-I 2000.16, and DoD 2000.12-H.
    - b) Responsibility to apply FP will be proactive and reactive to include the following:
      - 1) Timely threat intelligence and information sharing.
      - 2) Incorporate DRMS personnel into the installation physical security, resource protection and emergency preparedness plans.
      - 3) Incorporate DRMS personnel into the installation's AT/FP plan/directives and vulnerability assessment schedule.
      - 4) Provide DRMS personnel with copies of applicable installation plans and directives.
      - 5) Advise DRMS personnel of changes in THREATCON in a timely manner.
      - 6) Provide annual Antiterrorism/Force Protection Awareness Training, and Level I travel briefings.
  - 2) Receiver will:
    - a) Comply with host regulations, guidelines and directed actions
    - b) Provide the host FP officer with DRMS field activity points of contact, telephone numbers, and e-mail addresses.
    - c) Reimburse the host for FP above and beyond the standard level.