

C2. GENERAL OPERATIONS GUIDANCE

Enclosure 9 - MOA for RIP Scrap

Added 17 Jul and Edited 21 Aug 2008.

MEMORANDUM OF AGREEMENT

Between

_____ and

DEFENSE REUTILIZATION & MARKETING OFFICE

- 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. The MOA addresses the roles and responsibilities of all parties regarding continuous services for scrap metal received in place at a site unmanned by DRMS personnel and outline 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 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's resale customer.
 - 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.
 - 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 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 DRMS representative or Scrap Venture contractor or resale customer, 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 reviewed or 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 will be responsible updating and maintaining the list. The Generator will indicate a primary and alternate who is the responsible party for the integrity of the scrap accumulation. POC for both parties are identified in this MOA. Generator's responsible parties will certify in writing that the scrap accumulation has been monitored and contains no items which are not permitted for release. The following certification will be completed and added to each 1348-1A, turn in document for each scrap sales release. **A DRMO representative must be present unless certification has been received from the generator, in accordance with this MOA.**

<p><i>I, _____, certify that to the best of my knowledge, this scrap accumulation released on _____ has been monitored and reviewed and does not contain useable items hazardous materials, range residue, DEMIL required items, or any items which are not permitted for release by DRMS.</i></p>
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- e. The Generator will designate a secure and controlled outside storage area for the staging of a rolloff or container. The Generator will take measures to insure that trash and refuse are not added to the scrap accumulations. 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 ballast, fire extinguishers, and asbestos to be commingled in scrap accumulations. Accumulations will not contain items that are considered useable or may require demilitarization or special handling. The above list is not inclusive and if Generator has any concern about an item being an environmental hazard or if items appear to be useable or requiring DEMIL or special handling, he should contact the DRMS representative or his installation environmental team. New additions to the accumulation will be forwarded for DRMS review. Review may be a physical inspection, visual inspection with the aid of digital photos, or research with automated systems such as FEDLOG, WEBFLIS, etc.
- f. 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 the removal and copies of the certificates provided to the scrap buyer upon request. Any reports that are required to be filed for disposition of these commodities will be done by the Generator. DRMS will provide information on the disposition of these commodities if requested.

- g. The Generator will provide physical security and safekeeping of the rolloff. Both parties to this Agreement will maintain a record of individuals who have accessed these areas if other than the POC identified in this document.
- h. The Generator will accommodate access to the property for inspection and loading for Scrap Venture customers and disposal contractors during the hours of _____ through _____, _____ through _____, excluding Flex Fridays, Federal holidays, and other days on which the installation is closed or by appointment. DRMS representatives will contact the Generator and provide required notice to request access for other than agreed to timeframes.
- i. The Generator agrees to release scrap to Scrap Venture authorized resale buyer or agent on behalf of DRMS, and in such cases all required documentation will be provided to the generator by DRMS. The Generator will allow scrap to be weighed on installation scales if available and Generator will act as weighmaster IAW DRMS instructions at the time of release. Generator weighmaster will be identified to DRMS representative in writing. DRMS service contractors will comply with all applicable Federal and State environmental, transportation, and safety laws and regulations.
- j. 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). DRMS will prepare all descriptive information of the accumulation and provide to Scrap Venture to offer for sale. Light and heavy metal steel scrap and other scrap commodities will be received into containers in the designated controlled location for sales removal action. Scrap will be segregated by commodity by the Generator when required. Scrap accumulations received in place will be monitored by the Generator POC identified in this Agreement to assure that clandestine dumping of improper items does not occur. Generator will also prevent removal of scrap without written approval of DRMS or when authorized by the servicing DRMO.
- k. In the event any excess/surplus property items for which DRMS has accountability, but has not assumed custodial responsibility becomes lost, damage, 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 item (s). 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.
- l. 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 of on a DRMS service contract.
- m. Proceeds for recyclable materials eligible for reimbursement under a Qualified Recycling Program (QRP) turned in by the Generator and sold by DRMS or DRMS Scrap Venture

contractor will be reimbursed to the installation's recycling account. A valid fund account will be provided by the Generator and annotated on the 1348-1 turn in document.

- n. The Generator will provide housekeeping and environmental management of storage area as is required to meet environmental safety and fire standards.

- 4) RESOLUTION PROCESS: Disagreements will be resolved at the installation and DRMS/Zone level. Unresolved differences will be elevated to Headquarters DRMS and each DOD activity's major command for resolution.

- 5) 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.

- 6) EFFECTIVE DATE: This MOA is effective _____, and will remain in effect until amended by mutual agreement or terminated.

- 7) POINTS OF CONTACT AND TELEPHONE NUMBERS

a. Generator:

Primary: _____

Alternate _____

b. DRMS:

Primary _____

Alternate _____

- 8) **APPROVAL**: All parties identified below agree to the provisions and terms of this MOA.

DRMS Approving Official

Generator Approving Official

Date _____

Date _____

SV in receipt of copy _____ Date _____