

US EPA ARCHIVE DOCUMENT

ENVIRONMENTAL WORK AGREEMENT

ATTACHMENT 1

Memorandum of Agreement
Between the
U. S. Department of Energy,
The U. S. General Services Administration
and the
U. S. Department of Defense
Concerning the Bannister Federal Complex,
Kansas City, MO

1. Purpose

The Department of Energy (DOE), the General Services Administration (GSA) and the Department of Defense (DOD), acting through the U. S. Army Corps of Engineers (USACE), collectively known as "the parties", enter into this Memorandum of Agreement (Agreement) to set forth the understandings and commitments of the parties with respect to their responsibilities as specified herein for environmental investigatory work at the Bannister Federal Complex (federal complex), Kansas City, MO. Investigatory work shall include all site investigations which are required to be performed prior to an agency's proposal of corrective or remedial action under the Resource Conservation and Recovery Act (RCRA) (42 USC 6901 et seq) or the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 USC 9601, et seq). Specifically, DOE will proceed with a RCRA Subtitle C Facility Investigation; DOD and GSA will conduct CERCLA Remedial Investigations pursuant to Subpart E of the National Contingency Plan (NCP), 40 C.F.R. § 300.430(a) (iii)(F)(2). The undertakings of the Parties shall hereinafter, generally be referred to as investigations or investigatory work.

2. Responsibilities

Subject to the provisions of paragraph 3, Funding:

a. DOE shall be responsible for investigation of:

1. possible release sites on the federal complex shown in red on Attachment I; 2. sites identified in the Corrective Action Administrative Order on Consent, U.S. EPA Docket No. VII-89-H-0026 (Corrective Action Order); and, 3. other possible release sites within the DOE area of custody and control, or under permit to DOE, which may be identified in the future. All such investigation shall be performed in accordance with the requirements of the RCRA Corrective Action Order or of the RCRA corrective action requirements, if any, included in any final operating permit issued to DOE.

b. Pursuant to the provisions of CERCLA and the NCP, GSA shall be responsible for the investigation of: (1) possible release sites identified in blue on Attachment 1; and, (2) such other release sites within the GSA area of custody and control which may be identified in the future.

c. Pursuant to the provisions of CERCLA and the NCP, USACE shall be responsible only for the investigation of the possible release site identified within the Old Landfill, the approximate location and limits thereof being shown in green on Attachment I.

d. The designation of each agency's responsibility for release sites shown on Attachment 1 is based on a practical division of the federal complex in order to permit the efficient and effective process of investigation and possible cleanup activities at release sites. Each agency's responsibility includes the investigation of any migration of hazardous substances from particular release sites: (1) beyond the federal complex; and, (2) into other areas of the federal complex, including into release sites for which another party is lead agency. The parties hereby grant to each other the right of access to their respective designated areas in instances where a party finds it necessary to investigate the migration of hazardous substances. Such right of entry shall be coordinated with the agency which has control of the area, subject to each agency's security requirements. Each agency's obligations under this Agreement are contingent upon obtaining reasonable access to areas of the federal complex deemed necessary for such investigations.

e. Within 60 days after the effective date of this Agreement, each party shall provide the other parties with a schedule of its work to be completed under this Agreement. Each schedule shall state the work to be undertaken as well as the anticipated completion dates. Any change in an agency's schedule shall be transmitted semi-annually by the responsible agency to the other parties.

f. Upon completion of each agency's investigatory work at a particular site or sites, such agency shall provide to the other parties and to the cognizant federal or state regulatory agency, a copy of its CERCLA Remedial Investigation Report or its RCRA Facility Investigation (as the case may be) which assesses the extent of hazardous substances present in the soil or groundwater. CERCLA remedial action or RCRA corrective action at a particular site or sites, if any, shall be as determined or agreed to between the lead agency for such site or sites and the cognizant federal or state regulatory agency under agreements or other arrangements separate herefrom.

g. If any future transfer of custody and control of areas which include release sites identified under this Agreement occurs between GSA and DOE, these parties agree to negotiate in good faith an agreement regarding which party shall continue the investigatory and/or cleanup work being performed at such release sites.

3. Funding

a. The obligations of the parties under this Agreement are subject to the availability of funds appropriated by Congress and administratively made available by the parties for the purpose of this Agreement. The parties shall make a good faith effort to secure funding for any activities under this Agreement. Nothing in this Agreement shall be

construed to require the parties to obligate funds in any fiscal year in contravention of the Anti-Deficiency Act, (31 U. S. C. Section 1341) and nothing in this Agreement shall be construed as implying that the Congress will, at a later time, appropriate funds sufficient for the purpose of this Agreement.

b. Each agency reserves the right to seek reimbursement from any party hereto for investigatory costs described herein as well as for cleanup costs to the extent that such agency can establish that the other party or parties, or their contractors or tenants, contributed hazardous substances to the release site for which the claiming agency is the lead agency under this Agreement.

4. Technical Coordination

Each party agrees to designate a point of contact and an alternate to meet as necessary and to coordinate technical, administrative or logistical matters which may from time to time arise hereunder. Each party shall furnish the name, address, and phone number of the point of contact and alternate to the other parties. Each party further agrees to provide copies of documents, studies, and reports generated in the investigatory process to the other parties. The parties also agree that historical records and information generated or used in the investigatory process

shall be made available, upon request, to any party hereto, subject to the providing agency's security restrictions.

5. Regulatory Compliance

All investigatory actions undertaken by the parties pursuant to this Agreement shall be performed in accordance with applicable federal or state law and regulations. Each agency hereunder shall be the "lead agency" with the federal or state regulatory agency for those sites under its responsibility as designated on Attachment I and shall be responsible for obtaining all necessary reviews, approvals or agreements from such regulatory agencies.

6. Delays or Discontinuation of Work

If any party fails to pursue or complete its investigatory work under this Agreement within a reasonable time, either of the other Parties may terminate the Agreement upon 30 days' written notice.

7. Resolution of Interagency Conflicts

Any conflict arising under this Agreement and not resolved by local representatives, shall be elevated to the following officials: (a) USACE District Commander, GSA Assistant Regional Administrator, and DOE Area Office Manager; (b) USACE Division Commander, GSA Regional Administrator, and DOE/Albuquerque Operations Office Manager; and,

(c) appropriate senior level officials in the headquarters office of each agency. A period of thirty (30) days at each agency level shall be allowed for resolution of the dispute. Thereafter, if no agreement can be reached between the agencies, the matter shall be referred to the Office of Management and Budget for resolution in accordance with applicable law.

8. Amendments

This Agreement may be amended at any time by mutual agreement of DOE, GSA, and the USACE. Amendments shall be in writing and shall be signed by appropriate agency officials.

9. Period of Agreement

This Agreement will continue in effect until completion of the parties' site investigatory work at the federal complex, unless terminated earlier pursuant to paragraph 6 or by written agreement of all parties.

10. Public Information

Each party will provide information to local citizens and public officials relative to their investigatory activities at the federal complex consistent with applicable federal or state laws and regulations. Each agency will coordinate public releases of information regarding activities under

this Agreement and provide copies thereof to the other parties.

11. Effective Date

This Agreement shall become effective upon signature of all parties.

Edward W. Bean
U. S. Department of Energy

Dated: 7/19/93

Alfred Miller
U. S. General Services Administration

Dated: 7/2/93

Richard H. Goring
Colonel, Corps of Engineers
District Engineer

Dated: 19 Jul 93

Attachment 1 - Map of Bannister Federal Complex

