

## **Memorandum of Understanding Between LM and EMCBC**

### **U.S. Department of Energy Memorandum of Understanding Between the Office of Legacy Management and the Office of Environmental Management Consolidated Business Center**

#### **I. Purpose**

The U.S. Department of Energy (DOE), Office of Legacy Management (LM) and the DOE Office of Environmental Management Consolidated Business Center (EMCBC) enter into this Memorandum of Understanding (MOU), as amended, that serves as the Service Level Agreement between LM and EMCBC to set forth the authorities, responsibilities, and procedures for:

- 1) The EMCBC Office of Chief Counsel (OCC) to provide legal services to LM;
- 2) The EMCBC to provide quality assurance support and services to LM;
- 3) The EMCBC to provide real estate and personal property support;
- 4) The EMCBC to provide cost estimating and analysis services to LM;
- 5) The EMCBC to provide classification review services for FOIA, Privacy Act and other document production/review services;
- 6) The EMCBC to provide other technical support and support services to LM as requested and identified in an appropriate statement of work; and
- 7) The EMCBC to provide acquisition and contract management products and services on existing and future contracts and, financial assistance instruments.

The parties agree to fully communicate and collaborate to successfully implement this MOU. If any issues or disagreements arise, the parties agree to work to resolve the issue at the lowest level possible before taking up to the LM Director and/or EMCBC Director for resolution.

#### **II. Background**

LM is charged with managing the Department's post-closure responsibilities and ensuring the protection of human health and the environment; managing actions to address the environmental legacy of defense-related uranium mines, managing the Title X Uranium/Thorium Reimbursement Program, managing the records of LM's sites and making them accessible for future data needs; ensuring that the pension and post-retirement benefit commitments are satisfied; and optimizing the use of land and assets.

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LM faces numerous legal issues associated with managing the Department's post-closure responsibilities, and other non-legacy responsibilities (e.g., Uranium Leasing Program). Legal opinions and reviews often reflect needs like those of Office of Environmental Management (EM) field offices. Legal assistance for LM issues is needed in such areas as statutory and regulatory interpretations (e.g., National Environmental Policy Act); responding to legal issues raised by various stakeholders such as national, state, and local political interests, federal and state regulators, the affected public, and special interest groups, real estate interests, contractor work force and labor representatives. The need for legal assistance is frequent, site specific, and the issues are generally like other field office legal issues.

The EMCBC provides centralized business support services in the areas of financial management, logistics, information resources management, human resources, technical services, contracting/procurement, and legal services. The EMCBC also provides technical and subject matter expertise to assist its client sites. For the purposes of this MOU, the EMCBC will provide the support services described herein.

Nothing in this MOU shall be read or interpreted in such a manner as to limit or otherwise change the authorities of the LM Director or EMCBC Director. The Chief Counsel for the OCC functions as a member of the EMCBC staff under the general management of the EMCBC Director and reports to the DOE General Counsel (GC). The LM legal matters that are addressed by the EMCBC OCC will be under the management of the EMCBC Chief Counsel and, as appropriate, coordinated with other GC attorneys.

### **III. Scope**

This MOU serves as an umbrella agreement that sets forth the general terms and conditions under which the Parties will coordinate and cooperate for the provision of technical and legal services. This MOU is consistent with standard EMCBC service level agreements at EM sites.

LM legal matters at or arising from LM Field Element activities will be addressed by the EMCBC OCC. As appropriate, the EMCBC OCC will coordinate with other GC attorneys. As prescribed in section IV of the July 1, 2013, MOU between LM and EMCBC, LM legal matters arising from LM Headquarters activities will be addressed by the GC attorneys at Headquarters unless such matters are transferred by GC to the EMCBC OCC.

### **IV. Agreements and Responsibilities**

The Parties agree to/that:

- 1) The EMCBC OCC Chief Counsel will function as GC Field Counsel for LM Field Elements and OCC will provide legal representation, attorney, and paralegal support as required, to address legal matters as they arise from LM Field-related operational and programmatic activities. Personnel matters needing legal consultation will remain with HQ-GC.

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All other provisions in section IV of the July 1, 2013 MOU between LM and EMCBC remain in full force and effect.

- 1) OCC legal services will be provided based upon subject matter expertise of the attorney assigned to the particular issue. No single attorney will be dedicated to LM;
- 2) OCC will coordinate, as appropriate, with counsels from other DOE offices, federal agencies, state agencies, contractors, private sector, and opposing parties on behalf of LM;
- 2) The EMCBC will provide quality assurance support and services to LM as requested and identified in an appropriate statement of work;
- 3) The EMCBC will provide real estate and personal property support to LM as requested and identified in an appropriate statement of work;
- 4) The EMCBC will provide comprehensive cost estimating and analysis services to LM as requested and identified in an appropriate statement of work;
- 5) The EMCBC will perform a security/classification review of Freedom of Information Act (FOIA), Privacy Act, and other document review requests for LM records and information;
- 6) The EMCBC will provide other technical support and support services to LM as requested and identified in an appropriate statement of work;
- 7) The EMCBC Records Management Field Officers (RMFO) will process legacy EM closure site records to be turned over to LM, when required; and
- 8) The EMCBC RMFO will support LM on records destructions, when needed to determine event dates or to process legacy records related to EM that were sent to LM in error.
- 9) The EMCBC will provide Procurement Contracting Officer (PCO) and Administrative Contracting Officer (ACO) acquisition and contract management products and services on existing and future contracts and, financial assistance instruments.

### **V. Programmatic Responsibility**

LM is the Departmental Element responsible for all actions within its area of functional responsibility. LM is responsible for all management decisions and programmatic direction pertinent to all LM legal matters handled by the EMCBC OCC.

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### **VI. Financial Responsibility**

LM agrees to provide Program Direction funding for the EMCBC support. The specific services to be provided to LM will be based upon the subject matter expertise necessary to provide the requested support.

All costs associated with LM support will be funded by LM. For support provided by federal personnel, LM will provide access to ATAAPS codes for specifically identified federal EMCBC staff to directly charge LM funding. For travel expenses, LM will provide access to the LM travel line of accounting for specific EMCBC staff to travel in support of LM. For contractual support, LM will directly fund contract modifications in STRIPES. The EMCBC Contracting Officer's Representative (COR)/ Contracting Officer (CO) will identify when LM funding needs to be provided for specific contract support. LM will continually be able to observe when EMCBC staff charge time, travel, and contract charges to LM and can follow-up with staff for additional information as required.

Nothing in this agreement shall be construed to impose on EM any funding obligations or liability for any LM legal matter.

### **VII. Terms of Understanding**

The terms of this agreement may be renegotiated or cancelled at any time by either party, after 30 days written notice. Either party may propose changes to this Agreement during its term. Changes will be in the form of a written amendment and will become effective when authorized representatives of LM and EMCBC sign the amendment.

### **VIII. Administration**

Nothing in this Agreement shall be considered as obligating either party to expend funds or involve the United States Government in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for this work. Conflicts between the parties concerning the procedures in this Agreement, programmatic or fiscal responsibility for legal matters that cannot be resolved at the operational level will be referred to the next higher level, as necessary, for resolution.

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**IX. Office Contacts**

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**Approved:**



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John P. Zimmerman, Director  
Office of Environmental Management Consolidated  
Business Center

4/13/2022  
Date



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Carmelo Melendez, Director  
Office of Legacy Management

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