

MEMORANDUM OF AGREEMENT

BETWEEN

DEPARTMENT OF THE NAVY
DEPARTMENT OF ENERGY
AND
DEPARTMENT OF THE INTERIOR

Subj: Logistics Support for an Aerial Radiological Survey
of the Northern Marshall Islands

Ref: (a) Memorandum of Agreement between Commander, Military
Sealift Command and Commander, Pacific Missile Test
Center dated 13 Sept/1977/20 Oct 1977
(b) COMSCPAC/COMPMTC RIS Operations Order 302-YR

1. BACKGROUND. In June 1977, the Secretary of Defense (DOD) designated the Department of the Navy (DON) as the Executive Agent for the coordination and execution of DOD responsibilities for rendering logistics support to an Aerial Radiological Survey of the Northern Marshall Islands with the understanding that all costs incurred by Navy are to be on a reimbursable basis. The technical direction of the survey will be the responsibility of the Department of Energy (DOE). Funds have been appropriated by the Congress to the Department of the Interior (DOI) for the reimbursement of the logistics support that will be provided.

2. PARTIES TO THE AGREEMENT.

a. Department of the Navy, represented by the Chief of Naval Operations (OP-09).

b. Department of Energy, represented by Nevada Operations Office, Las Vegas, Nevada (NVOO).

c. Department of the Interior, represented by the Office of Territorial Affairs (OTA/DOI).

3. TERMS OF THE AGREEMENT. This Memorandum of Agreement (MOA) will become effective when signed by the last signatory of the parties to the MOA and will remain in effect until the completion of the subject project.

a. For cost purposes, completion of the Radiological Survey is construed to include return of the USNS WHEELING (TAGM-8) to its assigned CONUS West Coast homeport and completion of phase-down to Reduced Operating Status (ROS), or earlier, as may be determined by the DON and agreed to by the other parties to this MOA.

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DON will receive timely notification of any intended change in the conduct of the Radiological Survey that would significantly alter the scope of this original or duly amended MOA.

c. This MOA may be terminated by the mutual agreement of all three parties to the MOA, or upon 30 days written notice by any single party to the other two parties.

d. This MOA may be modified or amended as agreed to by the several parties to the MOA.

4. CONCEPT OF OPERATIONS. The Aerial Radiological Survey will be conducted in two separate and distinct phases. The Navy Project Manager for coordination and execution of DOD responsibilities for rendering logistics support to this survey is Commander, Pacific Missile Test Center, Pt. Mugu, California.

a. PHASE I. Initially, support will be provided for a photographic survey of eleven (11) atolls and two (2) islands in the Northern Marshall Islands utilizing a DON EC-121 aircraft. This platform has been specially configured to receive DOE-provided high resolution and infra-red capable cameras, plus additional peripheral support equipment.

(1) Phase I will be accomplished under the operational direction of the Project Manager (COMPMTC), in accordance with the technical direction and advice of the on-site DOE representative and the terms of this MOA.

(2) COMPMTC will promulgate an appropriate Operations Directive for the accomplishment of the Phase I mission.

b. PHASE II. Utilizing data gathered from the foregoing photographic survey, an Aerial Radiological Survey of eleven (11) atolls and two (2) islands will be conducted by means of SH-3G helicopters equipped with DOE-provided radiation detection and recording instrumentation. The helicopters will normally operate from USNS WHEELING (TAGM-8), a base support ship which will, in addition, provide a wide range of logistics support. Flying relatively precise tracks at specified altitudes and air speeds, the data collected will be reduced and result in the radiological documentation and characterization of the eleven (11) atolls and two (2) islands in the Northern Marshalls, for later use as deemed appropriate by DOE and DOI in ongoing rehabilitation and resettlement programs.

(1) Operations of USNS WHEELING (TAGM-8) will generally be in accordance with reference (a) and this MOA. Should there be a conflict as a result of conducting operations in accordance with these two source documents, the provisions of reference (a) will apply while clarification and resolution is sought by the Project Manager.

(2) The Project Manager will promulgate an appropriate Operations Directive in support of this MOA, subject to approval by cognizant major DON operational commanders (COMSCPAC and COMNAVAIRPAC).

5. SCOPE OF THE AGREEMENT.

a. This MOA will apply to all DON, DOE and DOI resources assigned by the several parties to prepare for, undertake and complete the Aerial Radiological Survey of the Northern Marshall Islands. For the purposes of more precisely defining the dimensions of the logistics support package the DON anticipates providing to DOE, and to facilitate establishing accurate cost estimates for planning purposes, this MOA will be bounded as outlined herein.

b. Phase I of survey operations will consist of aerial photographic missions of areas of interest to be defined by DOE. This phase will be limited to 300 EC-121 flight hours, including transits to and from the survey site.

c. Phase II of the survey will be accomplished by deploying the designated base support ship, USNS WHEELING (TAGM-8), with embarked SH-3G helicopter detachment, technical and support personnel to the Northern Marshall Islands. The current plan is to limit USNS WHEELING (TAGM-8) to 77 days on station and 57 days in transit including transits to port for logistics replenishment and reprovisioning, or some reasonable combination thereof. While on station, a twelve-hour working day is agreed to, recognizing the resulting additional overtime costs. The Radiological Survey, as planned, will be further limited to 556 total flight hours for the assigned SH-3G helicopters, including those flight hours provided for predeployment training, transporting personnel and equipment ashore and for other administrative purposes as required. Upward adjustments to the foregoing limitations amounting to over 10% will require formal amendment of the MOA.

d. Appendix I is an overview of the three (3) series (A, B and C) of radiological missions that will constitute Phase II of the survey. At Appendix II is a framework schedule for the complete survey (Phases I and II).

6. SURVEY TASK GROUP ORGANIZATION. DON, DOE and DOI resources dedicated to the accomplishment of the Radiological Survey will be organized into a Survey Task Group as follows:

a. Project Manager. COMPBTC was designated Project Manager for logistics support to the subject survey in CNO msg 010007Z APR 78 and will continue in this capacity through project completion, coordinating and providing, on behalf of DON, all logistics support required by DOE for the accomplishment of survey objectives.

b. Aerial Photographic Task Element. The Officer in Charge of the EC-121 aircraft detachment will report for operational control directly to the Project Manager for the conduct of Phase I of the survey, and will function as the primary point of contact for the DOE designee having technical direction responsibilities for the conduct of Phase I of the survey.

c. Aerial Radiological Task Element. This Task Element will accomplish Phase II of the survey utilizing USNS WHEELING (TAGM-8), assigned helicopters and associated support personnel and equipment.

(1) Logistics Support Task Commander. Embarked in USNS WHEELING (TAGM-8) will be a Logistics Support Task Commander (LSTC) who will function as the primary point of contact for the DOE representative exercising technical direction responsibility for the conduct of Phase II of the survey. The LSTC will have overall operational control and management responsibility for DON provided logistics support. DOE representatives will channel requests for survey logistics support through the LSTC who will then coordinate the efforts of the USNS WHEELING (TAGM-8) and the OINC of the helicopter detachment. The LSTC is further designated as the Sponsor Designated Representative (SDR) as defined in reference (a).

(2) PBTC Technical Representative. The Project Manager will designate an embarked PBTC Technical Representative who will act as primary advisor to the LSTC on logistics support matters. The PBTC Technical Representative will assume the functions and responsibilities of the LSTC/SDR in his absence.

(3) Master, USNS WHEELING (TAGM-8). The ship's Master will have absolute authority and responsibility for the safety of his ship and embarked personnel as prescribed in reference (a) while responding to the operational requests and recommendations of the embarked LSTC/SDR.

(4) Officer in Charge, HC-1 Detachment. The embarked helicopter detachment Officer-in-Charge will have absolute authority and responsibility for all matters relating to flight operations, particularly safety of flight, while responding to the operational requests and recommendations of the LSTC. Operation of assigned helicopters will be in accordance with appropriate directives to be provided by the parent helicopter squadron commander. Administrative control and procedural matters regarding Naval Air Training and Operating Procedures Standardization Program (NATOPS) and maintenance remain with the parent helicopter squadron commander.

(5) Survey Project Field Director. A DOE employee, embarked in USNS WHEELING (TAGM-8), will be designated the DOE Survey Project Field Director (SPFD) and will have responsibility for on-site technical direction of the survey. He will direct the efforts of all DOE and DOE contractor personnel and will make requests for Navy-provided logistics support from the LSTC. He will be responsible to the designated DOE Survey Project Manager (at NVOO) for the survey results. To this end, the SPFD will develop detailed survey work plans in coordination with the LSTC. He shall be responsible for determining requirements for helo lift, support ashore, duration of stay at each location, and other requirements affecting mission performance, all within an agreed overall resource availability.

d. A diagram of organizational relations is at Appendix III.

7. EMPLOYMENT AND OPERATION OF USNS WHEELING (TAGM-8). COMSCPAC, on behalf of COMSC, will operate USNS WHEELING (TAGM-8) in accordance with reference (a), current directives, and U.S. Navy Regulations. Sponsor/Operator relationships will be as defined in reference (b).

8. RADIOLOGICAL SAFETY, HEALTH AND DECONTAMINATION. The DON will assume primary responsibility for all matters pertaining to radiological safety, health, and where required, radiological decontamination aboard USNS WHEELING (TAGM-8).

a. DON will establish and administer the Radiation Health Program aboard USNS WHEELING (TAGM-8) to ensure the protection of embarked personnel, in accordance with standards and procedures prescribed in NAVMED P-5055 (Radiation Health Protection Manual).

b. DOE will assume responsibility for safeguarding all radioactive material stored aboard USNS WHEELING (TAGM-8) or transported in assigned helicopters and will properly dispose of such material upon completion of the survey operation.

c. DON will assume all responsibilities for determining radiological decontamination requirements and the execution of decontamination measures where required.

9. SUPPORTING SERVICES, SUPPLY SUPPORT, MODIFICATION, ALTERATION AND REPAIRS will be as prescribed herein:

a. The supporting services, supply support, modification, alteration and repair of USNS WHEELING (TAGM-8) will be as defined in reference (a).

b. Supporting services, supply support, modification, alteration and repair for embarked helicopters shall be as defined by the parent helicopter squadron commander.

c. Modifications, alterations, and repairs to USNS WHEELING (TAGM-8) to prepare for deployment and return to ROS will be defined by COMSC/COMPMTTC.

d. DON will be reimbursed by DOI for all survey-related modifications, alterations, repairs and ship preparation costs associated with preparing, operating and phasing USNS WHEELING (TAGM-8) down to ROS.

10. FUNDING OF LOGISTICS SUPPORT.

a. General. The net additional costs of logistics support provided by the DON for the accomplishment of the Aerial Radiological Survey of the Northern Marshall Islands will be fully reimbursed from funds appropriated to DOI. Accordingly, such support must be tailored to the availability of these funds to avoid cost overruns. Logistics support addressed herein refers only to those resources provided by the DON, and is exclusive of any other resources that may be provided in support of the survey by any other agency.

b. Application of Funds and Billing. The DON will be solely responsible for the application of DOI funds to the expenses incurred in providing DON logistics support for the project. All subordinate DON elements incurring costs that will be reimbursed by DOI funds will maintain a complete accounting thereof and will forward billings therefor to the Chief of Naval Operations on a monthly basis. Consolidated billings for these costs will be made monthly by the DON to the DOI on a Standard Form 1080, and accompanied by a DON notification of the cumulative application of resources.

11. SIGNATORIES

a. James L. Liverman
FOR THE DEPARTMENT OF ENERGY
Acting Assistant Secretary for Environment

DATE: August 2, 1978

b. Ruth E. Van Cleve
FOR THE DEPARTMENT OF THE INTERIOR
RUTH E. VAN CLEVE
Director, Office of Territorial Affairs

DATE: 25 JUL 1978

c. R. L. J. Long
FOR THE DEPARTMENT OF THE NAVY
R. L. J. LONG
ADMIRAL, U.S. NAVY
VICE CHIEF OF NAVAL OPERATIONS

DATE: 25 JUL 1978