



**MEMORANDUM OF UNDERSTANDING
AMONG THE
US ENVIRONMENTAL PROTECTION AGENCY
REGIONS VIII, IX AND X**

January 2003

I. Purpose

The purpose of this Memorandum of Agreement (MOU) is to establish policy and procedures for a general working agreement between the Region VIII, IX and X Emergency Response Programs to establish an inter-regional backup system for emergency response and removal support.

II. Background

The Environmental Protection Agency (EPA) has established a national baseline Core Emergency Response program (Core ER). The Core ER project participants--regional Removal Managers, On-Scene Coordinators (OSCs), the OSC Readiness Task Force, and EPA Headquarters staff (HQ), reviewed critical program elements and set baseline standards for a nationally consistent Emergency Response Program. These standards were formalized in a Memorandum dated November 25, 1998, signed by the Assistant Administrator for the Office of Solid Waste and Emergency Response. One of the standards mandated the establishment of a primary and secondary back-up Region. This MOU establishes the agreement for backup emergency response support between Regions VIII, IX, and X to meet the Core ER standard.

III. Agreement

It is agreed by the signatories of this MOU that, upon request of the other Region, the back up Regions will endeavor to assist each other in cross-regional emergency response and support. The following primary and secondary system will be enacted during times of telephone failures and/or staffing or contract resource shortfalls or as deemed necessary and appropriate under the exigencies of a particular response event or situation:

REGION	PRIMARY	SECONDARY
VIII	IX	X
IX	VIII	X
X	IX	VIII

It is understood that the Regions have the flexibility to seek assistance from other Regions as needed. Under this agreement, the signatory Regions can request support in the form of additional OSCs, cleanup and technical support contractors, and/or EPA

owned equipment.

IV. Procedure

During normal business hours, the Regional response program supervisor (Removal Manager) or the designated "acting" supervisor will contact their backup Regional counterpart by telephone, facsimile, e-mail, or any available means of emergency communication (radio, etc) to request assistance.

Requests for cross-regional support to an emergency incident should be made during business hours to the Regional Removal Manager or the designated "acting" supervisor. In an emergency during non-business hours, the request should be made to the Regional phone duty officer by contacting the National Response Center. The phone duty OSC from each respective Region have the authority to dispatch resources (staff and/or contract resources), and will notify and brief their upper management concerning the actions taken pursuant to the request for support.

Requests for removal site coverage support and/or support during an Presidentially declared disaster activation under the Federal Response Plan, Emergency Support Function #10 (ESF #10), or other non-emergency situation, should generally be made during business hours between the respective Removal Managers or their designated "acting" supervisors. In the event that the Removal Managers or their designees are not available and /or the support becomes an immediate need during business hours, the request should be made to the respective Regional phone duty OSC who will have the authority to make decisions related to the appropriate level of support.

V. Programming, Budgeting, Funding, and Reimbursement Arrangements

The undersigned Regions recognize the benefits an OSC brings to an emergency, and the ability to mobilize and utilize all available resources to protect human health and the environment. In mobilizing response resources, contract crossovers may be used if they are determined to be in the best interest of the government. Standard Operating Guides (SOGs) for cross-over contracting procedures have been developed and agreed upon by the Regions for use under this MOU.

This MOU is neither a fiscal nor a funding obligation document. However, any endeavor involving contribution of funds will generally be borne by the Region requesting assistance. This MOU in no way restricts the undersigned Regions from participating in similar activities or arrangements with other Regions.

VI. Authorities

Emergency response and removal support under this MOU is undertaken pursuant to the responsibilities vested in the EPA under the following statutory authorities,

regulations, and Presidential Directives:

The Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) as amended by the Superfund Amendments and Re-authorization Act of 1986 (SARA);

The Federal Water Pollution Control Act of 1970 (Clean Water Act), as amended by the Oil Pollution Act of 1990;

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP), 40 CFR Part 300;

The Stafford Disaster Relief Act and amendments, and as further defined in the Federal Response Plan (FRP);

Presidential Decision Directive (PDD) 39, "US Policy of Counter-terrorism," and PDD 62, "Combating Terrorism."

Under Section 104 of CERCLA, EPA has the authority to respond to any release or threatened release of a hazardous substance, pollutant, or contaminant. Under CERCLA delegation of authority 14-2, Response, the Regional Administrators may re-delegate to designated On Scene Coordinators the authority to determine the need for emergency response and to approve and initiate removal actions costing up to \$250,000 where site conditions constitute an emergency and up to \$50,000 where site conditions do not constitute an emergency. Regions VIII, IX and X have re-delegated this authority to their designated OSCs through an appropriate regional delegation.

Similarly, pursuant to Section 311(c) of the Clean Water Act (CWA) and CWA Delegation of Authority 2-89, Removal of Discharge or Threat of Discharge, EPA Regional Administrators have the authority to conduct specific response actions involving the discharge or substantial threat of discharge of oil. Regions VIII, IX and X have re-delegated this authority to their designated OSCs through an appropriate regional delegation.

Under this MOU, the signatory regions agree that the OSCs' delegated authority extends to cross-Regional emergency responses involving oil and/or CERCLA hazardous substances, pollutants or contaminants.

VII. Effective Date

This MOU will become effective upon signature by the parties and shall remain in effect until termination by any party hereto. Any party may terminate this MOU upon 90 days written notice to the other parties. Its provisions and SOGs will be reviewed annually and amended or supplemented as may be agreed upon mutually.

VIII. Other MOUs

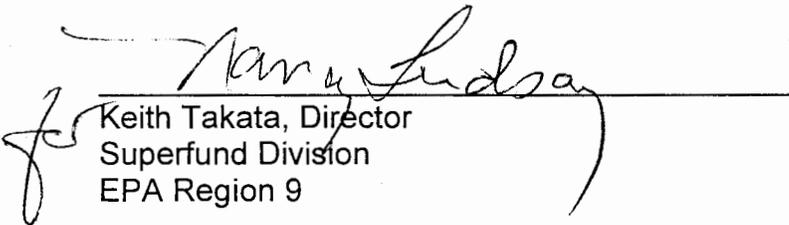
This MOU supercedes the May 7, 1999, MOU for establishing inter-regional backups. This MOU has no affect on any other MOUs under other Agency programs between the undersigned Regions.

IX. Signatories



Max H. Dodson, Assistant Regional Administrator
Ecosystems Protection and Remediation
EPA Region 8

Date: 1/23/03



Keith Takata, Director
Superfund Division
EPA Region 9

Date: 1/22/03



Michael Gearheard, Director
Office of Environmental Cleanup
Region 10

Date: 1/27/03