

**MEMORANDUM OF UNDERSTANDING**  
BETWEEN  
UNITED STATES ARMY CORPS OF ENGINEERS, FORT WORTH DISTRICT  
AND  
OFFICE OF THE DEPUTY UNDER SECRETARY OF DEFENSE,  
INSTALLATIONS AND ENVIRONMENT

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby entered into by the United States Army Corps of Engineers (USACE), Fort Worth District (Fort Worth District) and Office of Deputy Under Secretary of Defense, Installations and Environment ODUSD(I&E) (collectively, “signatory federal partners”) to support activities of the Cooperative Ecosystem Studies Unit (CESU) National Network.

**1. BACKGROUND.** The CESU National Network was established in 2001 to provide research, technical assistance, and education to federal resource and environmental managers. The network is comprised of 17 biogeographic regional units, and includes Department of Defense (hereinafter called DoD), other federal partners, universities and non-government organizations. The objectives of the CESU are to provide natural, cultural, and social science resource managers with access to high-quality scientific research, technical assistance, and education that is timely and relevant, and to share resources and expertise within the network. Cooperative agreements are used to access university partners to provide research, technical assistance, and education in an efficient and low-cost manner (e.g., indirect costs are lower through the use of the CESU Network).

The DoD manages nearly 30 million acres of land that provides test and training environments for the military. DoD’s Conservation Program supports the mission by managing its resources in ways that maximizes available land, air, and water test and training opportunities. DoD environmental stewardship activities are authorized under the Sikes Act, as amended, to support this mission. Since 2001, DoD and the military services have used the CESU Network to administer various projects and activities for the benefit of the military mission.

**2. PURPOSE.** The purpose of this MOU is to establish an agreement between the Fort Worth District and ODUSD(I&E) to provide contractual support for projects administered through the CESU Network. Specifically, this MOU will authorize the Fort Worth District to provide non-exclusive contractual support to DoD military installations (“project sponsors”) desiring to use the CESU Network. The DoD Conservation Program is the authorized CESU Network representative for DoD and the Military Departments.

**3. AUTHORITY.** The Department of Defense is authorized to enter into cooperative agreements to assist in providing research, technical assistance, and education In accordance with the following:

- 16 U.S.C. §670c-1 as amended,
- 10 U.S.C §2358,
- 10 U.S.C §2694,
- 10 U.S.C §2684, and,
- P.L. 103-139 (Defense Appropriations Act, 1994: Operation and Maintenance, Defense-wide, page 107 Stat. 1422-23).

The Secretary of the Army is authorized by 10 U.S.C. §2358 to perform research and development projects using contract, cooperative agreement or grant, and authorized by 10 U.S.C. 2371 to enter into transactions (other than contracts, cooperative agreements, and grants) for carrying out basic, applied, and advanced research projects.

**4. RESPONSIBILITIES.** It is mutually agreed and understood by the signatory parties that:

A. CONTRACTUAL SUPPORT FOR CESU NETWORK. This instrument authorizes the Fort Worth District to assist DoD and the Military Departments in the execution of CESU cooperative agreements as authorized under Title 10 U.S.C. §2358 and §2371, to support environmental stewardship activities authorized under the Sikes Act, as amended, and other authorities described above.

B. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the signatory federal partners from participating in similar activities with other public or private agencies, organizations, and individuals.

C. FEES FOR CONTRACT MANAGEMENT. The following fee schedule reflects USACE-Fort Worth's best estimate of the actual costs for an award and the administrative requirements of a cooperative agreement within the CESU system. Any funds not expended will be returned to the originator. Alternatively, if the contracting action will cost more than this schedule, the differences will be negotiated with the originator. The fees are subject to change with written approval from both parties and through amendment of this MOU. Furthermore, parties also agree to mutually revisit fees to verify rates are reflective of level of effort by the Fort Worth District.

Activity-based fee schedule

*Initial Award:*

Initial Award (Contract Amount)	Fort Worth District Fee With No Competition required/With Competition required
1. Less than \$50,000	\$4,000/4,500
2. \$50,000-\$250,000	\$5,000/5,500
3. Greater than \$250,000	\$6,000/6,500

The above fee structure assumes administrative costs of USACE with bimonthly invoicing for the first year of a project.

*Modifications:*

Any modifications to the initial agreement (e.g. period of performance extensions, changes in SOW) of an awarded project or any contract action required to initiate an option in the original Task Order will be performed at a cost of \$2,000.

Modifying agreement (Contract Amount)	Fort Worth District Fee (fee added after initial award)
4. Less than \$50,000	\$2,000
5. \$50,000-\$250,000	\$2,000
6. Greater than \$250,000	\$2,000

*Multi-year projects:*

Extra fees assessed to initial agreements that include additional years would be added at a cost of \$1,000 per year.

Adding an "option" year (Contract Amount)	Fort Worth District Fee (add-on to initial award fee)
7. Less than \$50,000	\$1,000
8. \$50,000-\$250,000	\$1,000
9. Greater than \$250,000	\$1,000

D. **RESPONSIBILITIES OF PARTIES.** This agreement will be administered with and recipients shall comply with the requirements of the DoD Grants and Agreements Regulations (DoDGARs) (DoD 3210.6-R), that implements OMB Circular A-110, *Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and other Non-profit Organizations.*

E. **RESPONSIBILITIES OF PROJECT SPONSORS.** The signatory parties agree and understand that this MOU does not constitute a commitment of funds. Project sponsors representing one or more military installations will, under the terms of separately funded cooperative agreements, identify projects for which the USACE will execute funding

documents. The project sponsors will be responsible for all activity-based fees incurred in processing these cooperative agreements.

F. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU takes effect upon signature of both authorized representatives. This MOU may be amended upon written request of either party and subsequent written concurrence of the other. Either party may terminate this MOU with a 60-day written notice to the other party.

**5. PRINCIPAL CONTACTS.** The principal contacts for this instrument are:

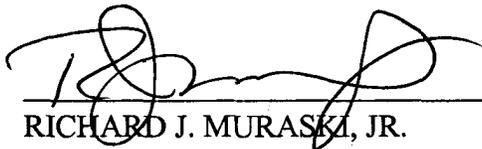
**United States Army Corp of Engineers**

Jack E Mobley, Ph.D.  
Environmental Resources Planner  
CESWF-PER-EE  
819 Taylor St., Rm 3A14  
Fort Worth, TX 76102-3000  
(817) 886-1708  
Jack.E.Mobley@usace.army.mil

**Department of Defense Contact**

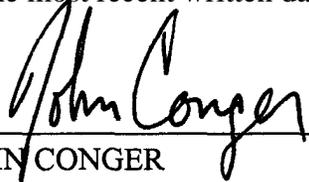
L. Peter Boice  
Deputy Director, Natural Resources  
ODUSD(I&E)EM  
1225 South Clark Street, Suite 1500  
Arlington, VA 22202-4336  
(703) 604-0524  
Peter.Boice@osd.mil

**6. AUTHORIZED REPRESENTATIVES.** By signature below, the cooperators certify that the individuals listed in this document as representatives of the cooperators are authorized to act in their respective areas for matters related to this agreement. IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the most recent written date below.



RICHARD J. MURASKI, JR.  
Colonel, Corps of Engineers  
District Commander

15 July 2010  
\_\_\_\_\_  
(Date)



JOHN CONGER  
Assistant Deputy Under Secretary of Defense  
(Installations and Environment)

7-7-2010  
\_\_\_\_\_  
(Date)