

APPENDIX C
MEMORANDUM OF AGREEMENT
REGARDING CASH ADVANCES FROM THE OSLTF

1. **PURPOSE.** The procedures detailing access to the OSLTF described in this MOU act as fund control mechanisms promoting accountability and auditability. Given USEPA's structural cash flow constraints, an advance may be required to avoid an Antideficiency Act (ADA) violation. The purpose of this Agreement is to set forth terms and conditions by which the USCG may provide a cash advance to the USEPA.
2. **RESPONSIBILITIES:**
 - a. **USEPA.**
 - i. USEPA may request an advance for a fixed amount from the OSLTF including a detailed explanation of the circumstances requiring the advance. The amount of the advance should coincide with the amount of pending and paid invoices.
 - ii. USEPA will provide to USCG cost documentation sufficient to establish proper expenditure of the advanced amount, IAW the MOU within 120 days of the date of the advance.
 - iii. USEPA will return any amount remaining after 120 days from the date of the advance to the extent USCG determines that documentation does not establish proper expenditure.
 - iv. USEPA will reconcile trading partner data prior to the submission of quarterly and annual financial statements and reports to ensure consistency in reported data and amounts.
 - b. **USCG.**
 - i. The USCG may transfer funds via IPAC from the OSLTF to USEPA within five business days of receiving the request for advance and explanation.
 - ii. The USCG will review cost documentation expeditiously as described in section VII of the MOU and liquidate the advance as cost documentation is approved.
 - iii. The USCG will request USEPA return any unliquidated amount, anytime after 120 days from the date of the advance, to the extent cost documentation is not provided or approved, and may collect via IPAC any advanced funds not timely returned.
 - iv. The USCG will reconcile trading partner data prior to submission of quarterly and annual financial statements and reports to ensure consistency in reported data and amounts.

POINTS OF CONTACT.

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|---------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
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3. OTHER PROVISIONS. Nothing in this Agreement is intended to conflict with current law or regulation or the directives of the USCG or the USEPA. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.
4. EFFECTIVE DATE. The terms of this Agreement will become effective upon signature by both parties and remain in effect until terminated, modified or amended.
5. MODIFICATION. This Agreement may be modified upon the mutual written consent of both parties. Changes to this Agreement do not change the MOU.
6. TERMINATION. This Agreement may be terminated by either party by giving a (30) day advance notice to the other Agency. Termination of this Agreement does not terminate the MOU.

APPROVED BY:

Craig Bennett 1/18/2013
Craig Bennett (Date)
Director, National Pollution Funds Center
United States Coast Guard
U.S. Department of Homeland Security

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Raffael Stein (Date)
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