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MEMORANDUM OF UNDERSTANDING
BETWEEN
U.S. COAST GUARD, U.S. ENVIRONMENTAL PROTECTION AGENCY,
AND
CORPORATION FOR NATIONAL AND COMMUNITY SERVICE

1. PARTIES

The Parties to this Memorandum of Understanding (MOU) are the United States Coast Guard (USCG), the United States Environmental Protection Agency (EPA) and the Corporation for National and Community Service (CNCS).

CNCS, a wholly-owned United States Government Corporation and executive federal agency of the United States, supports service and volunteering at the national, state and local levels, overseeing three major initiatives: AmeriCorps (including State/National, Volunteers in Service to America (VISTA), and National Civilian Community Corps (NCCC)), Learn and Serve America, and Senior Corps. CNCS programs provide vital support, especially human capital, to the national, state, and local voluntary organizations and public agencies that lead response, relief, and recovery efforts when an incident occurs. In addition, CNCS has specific responsibilities as a support agency within the National Response Framework (NRF). Pursuant to the Stafford Act and other legal authorities cited below, CNCS and its grantees have a record of collaborating with state and local agencies and organizations to support response and recovery efforts.

USCG and EPA provide federal On-Scene Coordinators (OSCs) to respond to discharges of oil and releases of hazardous substances, pollutants and contaminants under Section 311 of the Clean Water Act (CWA) as amended by the Oil Pollution Act of 1990 (OPA), and the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). The EPA provides OSCs for responses in the inland zone, and the USCG provides OSCs for responses in the coastal zone. The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) found in 40 CFR Part 300, contains some of the regulations that implement Section 311 of the CWA and CERCLA, and describes OSC authorities and responsibilities in detail.

2. AUTHORITY

The USCG, EPA, and CNCS, enter into this MOU pursuant to 14 U.S.C. § 141; 10 U.S.C. § 1588; 14 U.S.C. § 93(a)(20); 31 U.S.C. § 1342; NCP, 40 CFR Part 300.110; CWA, 33 U.S.C. § 1321; CERCLA, 42 U.S.C. § 9601; Homeland Security Act of 2002, Public Law 107-296; Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121-5206; the Department of Homeland Security Appropriations Act, 2007, Public Law 109-295; the National and Community Service Act of 1990, 42 U.S.C. § 12651g(b); Executive Order 12148, as amended; and 44 CFR Part 206. Any transfer of funds necessary to carry out this agreement will be under the Economy Act or other appropriate authority.

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3. PURPOSE

This MOU between the USCG, EPA, and CNCS describes the major responsibilities of each Party in developing and supporting an unaffiliated volunteer management program to be implemented following an oil or hazardous substance pollution incident as requested by the USCG/EPA OSC.

4. RESPONSIBILITIES

A. USCG and EPA, in fulfilling their mission of coordinating emergency preparedness and response to oil and hazardous substance pollution incidents plan to, as appropriate, include CNCS in ongoing efforts to improve and implement the NCP and NRF procedures related to the use of volunteers, and to assist in educating and training CNCS personnel at the local, state and national levels to provide needed unaffiliated volunteer management assistance for response operations. Specifically, USCG and EPA resolve to:

1) Identify appropriate and necessary training and exercises for CNCS staff, program staff, and national service participants to assist CNCS in providing volunteer management assistance for response operations;
2) Notify CNCS as soon as possible of requested assistance following an incident. Notification information should include:
   a. A thorough description of the anticipated volunteer management capabilities necessary to support incident response, and,
   b. The minimum incident-specific training requirements for responding CNCS assets;
3) Subject to Section 7 below, pay the costs, as may be legally appropriate and necessary, through the OSLTF or Interagency Agreements, of transportation, lodging, and meals incurred by CNCS staff, CNCS program staff, and national service participants, salary costs for program staff, and living allowances for national service participants explicitly supporting USCG and EPA response volunteer management operations;
4) Pay the costs, as may be appropriate and necessary, through the OSLTF or Interagency Agreements, of necessary tools, equipment, and other supplies for CNCS to perform assigned volunteer management functions during the response; and
5) Provide work space and appropriate support for CNCS staff, CNCS program staff, and national service participants temporarily assigned to response volunteer management operations.

B. CNCS, to carry out its role in support of USCG/EPA, plans to engage in planning, coordinating, supporting, and/or assisting in the following preparedness and response activities:

1) Provide for coordination and management of unaffiliated volunteers as requested by the USCG/EPS OSC;
2) Provide outreach to established voluntary organizations to provide coordination and support services as requested by the USCG/EPA OSC;
3) Disseminate information to affected populations in coordination with the Unified Command Joint Information Center;
4) Assign appropriate CNCS staff, program staff, and national service participants to support USCG/EPA OSC operations;
5) Ensure that all personnel assigned by CNCS to provide services under this MOU are covered by either the Federal Tort Claims Act and the Federal Employees

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Compensation Act, or when CNCS grantees are responding on behalf of CNCS in accordance with the terms and conditions of a CNCS grant or cooperative agreement, that they are covered by liability insurance and occupational accident insurance.

6) Develop and provide to the USCG/EPA OSC a specific response plan and budget, including proposed human resources, upon being provided the incident needs by the USCG/EPA OSC [Sect 4.A.2];
7) Ensure participation by CNCS staff and national service participants in appropriate Hazardous Waste Operations and Emergency Response (HAZWOPER) training identified by USCG and EPA as necessary to support the volunteer management mission;
8) Participate, as available, in preparedness and planning activities such as planning document development; and
9) Develop CNCS standard operating procedures (SOP) for response to incidents at the request of the USCG/EPA.

5. COMPLIANCE, REPORTING AND DOCUMENTATION

CNCS will comply with fiscal management and performance requirements and provide USCG/EPA with appropriate supporting expenditure and program management documentation related to fiscal compliance and program performance management in a format and on a schedule mutually established:

A. For Pollution Removal Funding Authorization (PRFA) supported oil spill incident deployments, CNCS will:
   1. Provide good faith estimates of the total anticipated costs, as needed, with a line item breakdown of the principal expense categories. This need not be more than a single page, and can be provided as an attachment to the PRFA;
   2. Secure advance approval from the USCG/EPA OSC for proposed response costs to be incurred by CNCS when deploying to incident areas. CNCS shall identify individuals who will respond on its behalf; however, the federal OSC maintains the right to refuse services;
   3. Maintain appropriate financial records and supporting documentation to support expenses, and submit final reimbursement claims to USCG or EPA in accordance with the Technical Operating Procedures (TOPs) for resource documentation under OPA 90;
   4. Provide regular reports to the USCG and EPA on activities and accomplishments of deployed national service participants, including a final report on activities and accomplishments at the conclusion of each such deployment; and
   5. Maintain any applicable training, medical surveillance, and/or exposure records pursuant to this MOU and any associated response activities.

B. CNCS will provide regular reports to USCG and EPA on outcomes of preparedness operations, including training and exercises. Reports will identify specific accomplishments, number of people trained per activity, and outcomes of exercises.

C. CNCS will ensure that all activities performed under this MOU are in compliance with U.S. Government statutes and regulations, in particular, but not limited to, the Privacy Act, 5 U.S.C. 552a.

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6. POINTS OF CONTACT:

1. **USCG:**
   Commandant (CG-5332)
   Office of Incident Management & Preparedness
   U.S. Coast Guard
   2100 Second Street SW, Stop 7363
   Washington, DC 20593-7363
   202-372-2251

2. **EPA:**
   Director, Office of Emergency Management
   Office of Solid Waste and Emergency Response
   1200 Pennsylvania Ave., NW
   Washington, DC 20460
   202-564-8600

3. **CNCS:**
   NCCC Deputy Director for Projects & Partnerships
   1201 New York Ave, NW
   Washington, DC 20525
   cdavenport@cns.gov
   202-606-7516

7. OTHER PROVISIONS

Nothing in this memorandum is intended to conflict with current law or regulation or the directives under which USCG, EPA, and CNCS operate. If a term of this memorandum is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this memorandum shall remain in full force and effect.

1) This MOU does not mandate USCG, EPA or CNCS to undertake any specific level of activity.
2) The USCG or the EPA intend to initiate and approve all volunteer management and coordination requests issued to CNCS. When deployed to support a response, participants will operate under the ultimate direction of the USCG's or EPA's federal OSC.
3) It is understood that Parties may need to make operational changes quickly during a response and notice to the other Party of such changes may be delayed; however, such notice shall be provided at the earliest possible time and in the most time efficient manner.
4) This MOU is not intended to, and does not, create any right, benefit or trust responsibility, substantive or procedural, enforceable at law or equity, by a Party against the United States, its agencies, its officers or any person.
5) Nothing in this MOU is intended to restrict the authority of any Party to act as provided by law, statute or regulation.
6) Nothing in this MOU requires or implies that USCG, EPA, or CNCS will provide liability or workers' compensation coverage or other accident insurance for volunteers who may engage in response operations.
7) Each Party plans to participate in an open exchange of relevant information, as permitted by law (including funding opportunities) which furthers the mission of each organization.

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8) This MOU is not a fiscal or funds obligation document, nor is it an agreement to pay any expenses or costs of CNCS. All commitments made by the parties to this MOU are subject to the availability of appropriated funds. Volunteer management support carried out by CNCS that may be eligible for reimbursement from USCG or EPA will require the execution of a separate financial instrument in order to pay any such expenses.
9) Each Party to this MOU is separate and independent from one another. As such, each organization will retain its own identity in providing services, and each organization is responsible for establishing its own policies.
10) While it is the intent of the Parties to cooperate in accordance with this understanding, no Party shall be liable to the other for failure to comply in any way with the provisions and agreements contained in this document.
11) Annually, or more often at the request of any Party, representatives of CNCS, USCG, and EPA intend to meet to assess progress in the implementation of the MOU and to make revisions as deemed necessary.
12) In the event the EPA or USCG wants to request CNCS volunteer management support for an oil or hazardous substance pollution incident which has occurred as part of a declared major disaster or emergency under the Stafford Act, the EPA or USCG may request CNCS support through FEMA via the following: (1) a Mission Assignment from FEMA to CNCS under the National Response Framework Volunteer and Donations Management Support Annex, developed in consultation with EPA and/or USCG; (2) a Mission Assignment from FEMA to CNCS under Emergency Support Function (ESF) #10, developed in consultation with EPA and/or USCG; or (3) a Mission Assignment subtask from EPA or USCG to CNCS under ESF #10.

8. EFFECTIVE DATE

This MOU shall be effective from the date it has been signed by representatives of all organizations and shall remain in effect until modified or terminated as below.

9. MODIFICATION/TERMINATION

This MOU may be modified upon the mutual written consent of the parties. Any Party may terminate its participation in this agreement upon 60 days written notice to the other parties.

10. SIGNATURES

Director for Response Policy
USCG

Dated: 18 November 2010

EPA Assistant Administrator
Office of Solid Waste and Emergency
~~Management~~ Response

Dated: 1/25/11

Chief of Program Operations
Corporation for National and Community Service

Dated: 7/15/2010

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GLOSSARY

Administrative support
Administrative support is cost associated with processing the deployment and reimbursement of assigned incident response activities.

AmeriCorps member
An AmeriCorps member is an individual serving on a full-time or part-time basis in an approved AmeriCorps program and who is eligible to receive an education award or alternative post "Member" service benefit.

AmeriCorps*NCCC (National Civilian Community Corps)
AmeriCorps*NCCC is a 10-month, full-time residential AmeriCorps program which combines the best practices of civilian service with the best practices of military service, including leadership development and team-building. NCCC is team-based program for young women and men between the ages of 18 - 24.

AmeriCorps*State and National
An AmeriCorps program operated by local and national non-profits, local and state government entities, Indian tribes, territories, and institutions of higher education supported by grant funds and providing local service opportunities for AmeriCorps Members.

AmeriCorps*VISTA (Volunteers in Service to America)
An AmeriCorps program focused on eradicating poverty. Members serve full-time at community-based organizations. Members of AmeriCorps*VISTA serve full-time with community-based organizations, work and live in the communities they serve, and create or expand programs that can continue after they complete their service.

Clean Water Act (CWA)
The Clean Water Act is the principal federal statute protecting navigable waters and adjoining shorelines from pollution. Section 311 of the CWA addresses pollution from oil and hazardous substance releases, providing EPA and the U.S. Coast Guard with the authority to establish a program for preventing, preparing for, and responding to oil spills that occur in navigable waters of the United States.

Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)
CERCLA is one of the statutes that provides the federal government with authorities to respond to the release or threat of release of hazardous substances, pollutants, or contaminants into the environment.

Corporation for National and Community Service (CNCS)
CNCS is a federal agency established under section 191 of the National and Community Service Act (42 U.S.C. 12651).

CNCS program staff
Employees of CNCS grantees and CNCS supported programs that provide direct oversight and support to national service participants deployed to an incident.

CNCS staff
The permanent, and temporary staff of CNCS, not to include State Commissions, grantees, sub-grantees or their staff.

Hazardous Waste Operations in Emergency Response (HAZWOPER)
HAZWOPER is an occupational safety and health standard regarding waste operations planning and training per 29 CFR 1910.120.

Incident
A natural or manmade occurrence or event that requires a response to protect life or property. Incidents can, for example, include major disasters, emergencies, terrorist attacks, terrorist

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threats, civil unrest, wild land and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, tsunamis, war-related disasters, public health and medical emergencies, and other occurrences requiring an emergency response.

Learn and Serve America

Learn and Serve America supports and encourages service-learning throughout the United States, and enables over one million students to make meaningful contributions to their community while building their academic and civic skills by providing direct and indirect support to community groups and higher education institutions. Adult volunteers from Colleges and Universities have participated in incident response and long-term recovery projects across the country.

Living allowance

A living allowance is a regular payment, not characterized as "wage" or "salary", which may be provided to AmeriCorps members enrolled and active in an AmeriCorps program.

National service participant

An individual who is enrolled in a program funded by CNCS. This includes AmeriCorps members, Senior Corps and Learn and Serve participants.

Oil Pollution Act (OPA) of 1990

This legislation addresses a wide range of issues associated with preventing, responding to, and paying for oil pollution. Title 1 of OPA established oil spill liability and compensation requirements, including the Oil Spill Liability Trust Fund to help facilitate cleanup activities and compensate for damages from oil spills. In 1991, the United States Coast Guard created the National Pollution Funds Center (NPFC) to implement Title 1 of OPA, administer the OSLTF, and ensure effective response and recovery.

Oil Spill Liability Trust Fund (OSLTF)

OSLTF was created by Congress in 1986 and allows the federal government to collect industry revenue (via a tax) and place it in a fund available to OSCs and federal trustees to ensure rapid, effective response to oil spills. Specific uses of the fund include: removal costs & activities, natural resource damage assessments & restorations, claims for uncompensated removal costs & damages, and research & development. The Energy Policy Act of 2005 increased the maximum size of the Fund from $1 billion to $2.7 billion.

On-scene Coordinator (OSC)

For purposes of this MOU, the OSC is the federal official designated by the USCG or EPA to coordinate and direct response under Subpart D or E of the NCP.

Pollution Removal Funding Authorization (PFRA)

This is a tool available to FOSCs to quickly obtain needed services and assistance from federal, state, local, and tribal government agencies in oil spill and hazardous materials response actions. There are two types of forms (one for federal and one for non-federal agencies). The PRFA commits the OSLTF to payment by reimbursement of costs incurred in pollution response activities undertaken by another government agency working for the FOSC.

Senior Corps

Senior Corps taps the skills, talents, and experience of nearly 500,000 Americans age 55 and older to meet a wide range of community challenges through three main programs:
RSVP, the Foster Grandparent Program, and the Senior Companion Program.

Technical Operating Procedures (TOPs)

TOPs serve as Coast Guard guidance for various Fund users. They provide formatting, forms, and instructions for compiling and submitting documentation efficiently and effectively.

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Examples include Response Guidance, State Access Guidance, and Claims Guidance. Each topic has individual PDF available online in the NPFC User Reference Guide.

Unaffiliated volunteer

An individual who comes forward following an incident or disaster to assist a governmental agency or non-Governmental Organization (NGO) with response activities during the response or recovery phase without pay or other consideration. By definition, unaffiliated volunteers are not yet associated with a response or relief agency involved in the incident. (Also known as "convergent" or "spontaneous" volunteers.)

Volunteer

An individual who offers to support communities affected by an incident without receiving financial reward or remuneration. Volunteers can either be affiliated with other organizations involved in supporting communities affected by an incident or be unaffiliated volunteers. Volunteers are distinct from national service participants in that national service participants receive financial support and direct coordination from CNCS.

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