

MEMORANDUM OF UNDERSTANDING
between the
ENVIRONMENTAL PROTECTION AGENCY
THE UNITED STATES COAST GUARD
and the
GENERAL SERVICES ADMINISTRATION
pertaining to the
FEDERAL RESPONSE UNDER THE NATIONAL OIL HAZARDOUS SUBSTANCES
POLLUTION CONTINGENCY PLAN (NCP)

I. GENERAL.

This Memorandum of Understanding (MOU) recognizes the general mission of the General Services Administration (GSA) to provide logistical and telecommunications support to the Federal establishment. The MOU specifically delineates the responsibility of GSA to provide assistance to the Environmental Protection Agency (EPA) and the United States Coast Guard (USCG). GSA will also provide assistance to other National Response Team (NRT) agencies supporting the response efforts through the On Scene Coordinator (OSC). It sets forth the procedures to be followed by EPA, the USCG, and GSA when such assistance is required to support those plans. The MOU also recognizes that the agency providing the OSC and/or member agencies of the NRT must reimburse GSA for its OSC activities and the activities of other responding agencies in providing the assistance described below.

II. BACKGROUND.

- A. The Federal Response.** The Federal response to oil discharges and hazardous substance releases are conducted in accordance with the National Oil and Hazardous Substances Pollution Contingency Plan (NCP). The NCP effectuates the response powers and responsibilities created by the Comprehensive Environment Response, Compensation, and Liability Act, as amended (CERCLA), and the authorities of the Federal Water Pollution Control Act, as amended. Under the NCP, a Federal On-Scene Coordinator (OSC), designated by the EPA or the USCG is responsible for directing the response efforts and coordinating all other efforts at the scene of an oil or hazardous substance release. The USCG provides OSCs for oil and hazardous substance releases into or threatening the coastal zones. EPA provides the OSC for releases into or threatening the inland zone.
- B. The National Response Team.** The National Response Team (NRT), composed of 15 Federal agencies with major environmental and public health responsibilities for oil and hazardous substance releases, is the primary vehicle for coordinating Federal agency activities under the NCP. EPA chairs the NRT while the USCG serves as vice-chair. The Regional Response Teams (RRTs) are made up of regional representatives from each State within the region and are co-chaired by EPA and USCG. During the response the OSC (from EPA or the USCG) will be from the agency with appropriate jurisdiction. The RRTs serve as planning and preparedness bodies before a response, marshal their respective agency response, and provide coordination and advice to the OSC during response actions.
- C. The Joint Response Team.** A Joint Response Team (JRT) is composed of the RRT and the response team from another country which each RRT may be responsible to support. GSA will provide the JRT with the same types of logistical support as the NRT. When supporting a JRT operation, GSA's authority is derived from any agreement existing

between the U.S. agencies GSA supports and the foreign nation(s) involved. During a JRT operation within the geographical limits of the U.S. or its territories, GSA will support all agencies or foreign countries in accordance with those agreements. If the JRT operates in a foreign country or its water, GSA will provide services to U.S. agencies when the procurements can be executed in the U.S regardless of the delivery point. However, GSA's ability to lease space and obtain support from foreign telecommunications carriers will depend upon the U.S. agency and foreign country agreement(s).

III. PRINCIPAL EPA/USCG STAFF.

- A. National Offices. The principal point of contact in EPA Headquarters for the purpose of this MOU is the Director of Emergency Response Division, Office of Emergency and Remedial Response. The principal point of contact in the USCG Headquarters is Commandant, Office of Response (G-MRO)
- B. Regional Offices. The principal points of contact in the field are Regional Response Team (RRT) Co-chairs (EPA/USCG). GSA and EPA regional offices and the appropriate USCG District will apprise each other of the names of principal points of contact.

IV. PRINCIPAL GSA STAFF

- A. GSA Emergency Coordinator. The principal point of contact and the coordinating official in GSA Central Office is the GSA Emergency Coordinator.
- B. Regional Emergency Coordinator. For a region where a potential or actual emergency has occurred, the GSA Regional Emergency Coordinator (REC) or a designated alternate is the regional point of contact for Regional Response Team (RRT) Co-chair alerts and requests for assistance. Once the emergency response is underway, the OSC will identify the support needed from the GSA REC.
- C. Federal Emergency Support Coordinator. Upon an alert or request for assistance from the RRT Co-chair (EPA or USCG), the GSA Regional Administrator or a designated representative shall appoint a Federal Emergency Support Coordinator (FESC). The FESC shall serve as the principal point of contact between GSA and the OSC for the establishment of logistical support priorities, allocation of GSA resources, and coordination of the delivery of all GSA services, equipment, and materials including telecommunications. The FESC, with appropriate GSA support staff as determined by the Field Office will serve until released by the OSC.
- D. Telecommunications Representative. When responding under the NCP, the RRT Co-chair may request that GSA designate a Telecommunications Representative to serve on the staff of the OSC. The representative will provide the services listed in par. VI below and will serve in that capacity until such time as the OSC determines that telecommunications requirements have been fulfilled. The representative will normally be located in the field office.

V. EMERGENCY CIRCUMSTANCES.

It is understood by the agencies who would provide the OSC that the implementation of agreements made herein requires prompt action to establish a command post or other field office in order to

assist the affected State and local communities in response to an environmental emergency. Timeliness is especially critical when responding to a hazardous substance release/oil spill emergency or when one is imminent.

However, it is also recognized that the "unusual or compelling urgency" circumstance, authorized under 41 U.S.C. 253 c, must be supported by the written justification and approvals described in 6.303 and 6.304 of the Federal Acquisition Regulations (FAR) These justifications may be made and approved after contract award when preparation and approval prior to award would unreasonably delay the acquisition. For these reasons, the provisions of section VII.A. of this MOU will be followed to ensure compliance with all relevant legal requirements. Decisions as to the degree of timelessness or urgency required for GSA support will be made by the OSC, with the advice of the FESC. Verbal requests for GSA support will be followed up in writing in a timely manner.

VI. GSA RESPONSIBILITIES.

Upon request or tasking by the OSC, GSA shall provide a full range of timely logistical telecommunications and other support to the Federal response effort in accordance with Federal Acquisition Regulations (FAR), the GSA Acquisition Regulations (GSAR), and relevant public laws so that the command post may be operational no later than 48 hours after acceptance of the space by OSC or a designated representative.

A. Space.

1. After the OSC, in consultation with the GSA representative, has determined specific space requirements, operational facility needs, and a fund citation for the command post and other required support locations, GSA will expeditiously arrange for the use or leasing of such space. In addition to the written justification, the OSC, or a designated representative, will provide the GSA leasing specialist with a completed and signed SF-81, Request for Space, including a funding citation which supports the request and GSA Form 2957, Reimbursable Work Authorization, for any above standard items. The leasing specialist will provide the OSC, or designated representative, with the required forms and assist in their completion. GSA will use all available sources, including State and local governments, to obtain appropriate space so that the command post may be operational no later than 48 hours after acceptance of the space by the OSC or a designated representative.
2. It is understood that space requirements may change during the emergency period. If the OSC determines that an increase or decrease in space for the command post is required, it will provide GSA with 14 days prior notice to acquire the new space. In such cases, if the conditions still exist upon which a justification for the use of other than full and open competition procedures has been made, GSA will expedite the search for the requested new space.

B. Office Furniture and Equipment.

To allow for the timely opening of the command post or other field office locations, the required office furniture and equipment will be provided from sources that will be timely and be cost effective to the Government. Sources used can be excess or surplus inventories

of the Federal Government, if available, or by lease or purchase from commercial sources determined by GSA to be in the Government's best interest.

C. Office Supplies.

Office supplies and other expendable items will be provided from either GSA or commercial sources. If from commercial sources, Blanket Purchase Agreements (BPA's) should be used with local vendors unless another method is determined to be more advantageous by the contracting officer. BPAs should be used with local vendors for purchases under \$25,000. The OSC or his/her designated representative, will provide the FESC with the names of people authorized to approve orders to BPA vendors, and the FESC will appropriately notify the vendors.

D. Transportation.

Transportation requirements, including motor pool management, necessary for the movement of personnel, equipment, and supplies shall be provided by GSA through Government-owned vehicles, established vehicle leasing contracts, or commercial haulers. Government credit cards for fuel will be furnished with Government-owned vehicles. Accountability for credit cards and expenses incurred from their use will be the responsibility of the agency using them. Upon request GSA will provide all required land, sea, and air transportation services, to move emergency supplies, water, food, medicine, personnel, etc.

This shall include the use of DOD transportation assets where applicable. If Government or contracted transportation assets are not available or cannot be provided in a timely manner, these services will be obtained through local contracts in accordance with procedures outlined in FAR 8-1102 and 8-1103-11.

E. Telecommunications.

GSA will provide requested telecommunications services. This includes: trunk lines and other circuits; facilities layout of telephone, switchboard, and teletype services; equipment maintenance; and consultation and technical assistance regarding the establishment or relocation of ADP services. When activated the GSA Telecommunications Representative will coordinate the use of the communications assets and the fulfillment of communications requirements of all responding agencies in accordance with priorities established by the OSC. Any declaration of a telecommunications emergency will be done by the Lead Agency, after consultation with the OSC and the GSA Telecommunications Representative, in accordance with the National Communications System (NCS) National Security Emergency Preparedness (NSEP) Telecommunications Procedures Manual. Neither the OSC nor the GSA Telecommunications Representative will request implementation of the NSEP Telecommunications Procedures, except in severe emergency circumstances. The GSA Telecommunications Representative is authorized to act as a Designated Agency Representative (DAR) for the purposes of ordering ETS 2000 services.

F. Printing, Graphics and Reproduction Services.

The GSA Regional Emergency Coordinator will make prior standing arrangements with the GSA Regional Printing and Distribution Branch to ensure "rapid turnaround" of

printing, photographic reproduction, layouts, blueprints, forms, and other graphics as ordered by the FESC.

G. Advisory Personnel.

GSA will make technical advisors available to the OSC in the areas of acquisition, storage, transportation and other areas as required. Engineering assistance will also be made available for help in damage surveys, appraisals of buildings for demolition or repair, etc.

H. Procurement of Staff Quarters.

It is generally agreed that each Federal agency will remain responsible for the location and assignment of housing for its staff. However, it is understood that GSA may be tasked by the OSC to procure accommodations directly or to coordinate all or part of the Federal staff housing requirements.

I. Other Services.

GSA shall provide or contract for logistical and other support as requested or tasked by the OSC, which may include, but is not limited to: mobile home acquisition; assistance in the restoration of interrupted public utility service to Federal agencies; the loan of excess Federal personal property and its return to the holding agency after use; donation of Federal surplus personal property for use and ultimate disposition by State government in accordance with current procedures; preliminary damage assessment; cleanup contractor services; specialized technical support; and other support as required.

VII. OSC RESPONSIBILITIES.

A. Notification.

1. Potential Emergency. The OSC will alert the GSA Emergency Coordinator or Regional Emergency Coordinator of conditions which could result in a need for emergency support. The OSC alert shall include a fund citation, the name and address of the organization to receive bills, logistical requirements, and the potential area of the operation to enable GSA to take the appropriate actions to allow for the expeditious opening of the command post as soon as possible after the notification.
2. Emergency Operations. Upon implementation of emergency response operations, the OSC will request the GSA Administrator or Regional Administrator to provide specific logistical support and include a fund citation authorizing GSA to contract on behalf of the OSC for those goods and services requested, up to any funding limit which may be imposed. If the initial request is issued verbally, it shall be confirmed in writing within 48 hours. The written confirmation will include an indication of the degree of urgency and the timeliness required for provision of GSA support. It will also include, if needed, the basis for other than open and full acquisitions to be made by the GSA contracting officer(s) in accordance with Section 2711 of the Competition in Contracting Act and FAR 6.302-6. The OSC after consulting with the FESC will determine the date after which other than full

and open acquisition can no longer be justified. All GSA contracts executed on the OSC's behalf will be in accordance with regulation and appropriate laws.

3. Documentation. The OSC will indicate concurrence with any acquisition made by GSA for goods or services. Verbal requests for such acquisitions will be followed by written concurrence within 72 hours. The OSC will also provide GSA with proof of receipt of goods or services ordered by GSA on its behalf. The proof of receipt shall be signed by the OSC or his/her authorized representative.

B. Coordination of GSA Services.

1. To assure full GSA support to the OSC and the entire Federal establishment involved in a specific emergency response effort and avoid duplication of requests for services, equipment, or materials, the OSC will request each supporting agency to appoint a logistics coordinator if appropriate. All specific agency requirements for logistical support will be submitted to the OSC, through its logistical coordinator, then to the GSA FESC.
2. To increase the effectiveness of GSA's response capability, RRT Co-chairs will ensure that GSA headquarters and GSA regional offices, as appropriate, are invited to participate with members of the RRT in planning and operational meetings that involve or impact on the GSA designated areas of responsibility. Such meetings include, but are not limited to, planning meetings, operational meetings, and post-emergency critiques. Copies of reports reflecting on the services of GSA in support of this MOU will be forwarded to the GSA Emergency Coordinator.
3. The agency providing the OSC and GSA headquarters agree to work to resolve outstanding logistical support issues that are referred to the headquarters level. It is expected that the OSC, the FESC, other appropriate regional agency officials, and GSA regional officials will make every attempt to resolve issues at the command post and regional office levels prior to forwarding such issues to headquarters for resolution.
4. The OSC will assume accountability for all furniture, office equipment, and other equipment and materials leased or rented by GSA for response under the NCP. The OSC will assume responsibility for the maintenance and repair of the aforementioned equipment and furniture. The OSC must ensure that a signed receipt is obtained for such furniture and equipment upon return to the vendor.
5. For the purpose of monitoring the authorized expenditures and facilitating timely documentation of procurement support records, the OSC agrees to review periodically with the FESC the order values placed under BPA's.

C. Closing the Commanding Post.

1. At the time the command post is established, the OSC or his/her designated representative will give the FESC an estimate of how long the command post will remain open, and will notify him/her in a timely manner of any change in that estimate. The OSC will provide written notice to the REC at least three workdays

before closing the command post. Except as indicated in VII.C.2 below, GSA support to the Federal emergency response will normally cease upon closure of the command post, at which time all further logistical and financial support will be provided to the OSC through its normal operating procedures. Normally, all equipment on loan or lease will be returned at this time. Also, any contracts or service arrangements requiring GSA intervention will be terminated. Any active contractual agreements and/or arrangements for service required by the OSC after the closing of the command post will become the full responsibility of the OSC, or other member agencies of the NRT, unless GSA is specifically requested to provide continuing services. The GSA Federal Supply Service support may continue until completion of utilization and donation actions, if any.

2. If a telecommunications representative was activated to coordinate the initial installation of the telecommunications services, and it is anticipated that some other NRT member agencies may continue field operations after the OSC has officially closed its command post, the telecommunications representative will arrange in advance for continuation of communications support to other agencies once the OSC has determined a close out date. In this situation, the OSC will provide reasonable advance notice to the telecommunications representative before closing the command post. Barring an explicit, written agreement to the contrary, the agency of the OSC or GSA is not responsible for any costs associated with the operation of an office in the area of the emergency after the command post has officially closed.

VIII. ADMINISTRATION.

A. Billing and Reimbursement.

1. **Direct Billing.** GSA will instruct all vendors providing goods and services pursuant to contracts executed by GSA, how to prepare and forward billing. If the OSC is represented by the USCG, all bills shall be sent to the OSC at the Captain of the Port address unless directed to do otherwise. If the OSC is represented by the EPA, all bills shall be sent to the EPA Finance Center in Cincinnati, OH for review then on to the OSC for action. Bills should be received by the OSC not later than 60 days after the goods or services were delivered and final bills should be marked "FINAL." Any procedures or coordination considered necessary will be agreed upon by GSA and the OSC and applied uniformly to each agency's respective regional or district office to allow GSA to complete any contractual administration required. Once the OSC's parent organization receives the invoice, it should be processed in accordance with the Direct Cite/Revised Reimbursement Methods, dated May 1990, (EPA) or the National Pollution Funds Center cost documentation procedures.
2. **GSA Reimbursement.** For reimbursable expenses GSA incurs in supporting any activities covered by this MOU, GSA will obtain reimbursement from the OSC through the Department of the Treasury's On-Line Payment and Collections (OPAC) System. GSA will submit OPAC bills via its regular billing cycles for each of its programs (semi-monthly) for purchases of supplies, monthly for telecommunications, motor pool and printing services; and quarterly for items to be billed via a Reimbursable Work Authorization (RWA). Billing will be in

compliance with the provisions of 44 CFR, Part 206, Reimbursement of other Federal Agencies, to the extent they are applicable. GSA will also provide copies of the billed RWA or other backup documentation necessary to clarify the OPAC charges. Bills will specify the requests for assistance to which they apply, and the backup documentation will list items by object class and cost element and will indicate (a) amount previously billed, (b) current billing amount, and (c) cumulative amount billed to date.

3. Reporting. The agency providing the OSC agrees to minimize any special reporting requirement for support provided by GSA. Any record keeping and reporting requirements that are over and above those specified in 44 CFR, Part 205, Subpart I, will be concurred upon by GSA and the agency providing the OSC at the headquarters level and applied uniformly to each agency's respective regional offices.

B. Audits.

1. CERCLA, SARA, Section .111(k) requires the Inspector General of each Agency using the Superfund to conduct an annual audit of all transactions by that Agency using the Superfund. GSA cost documentation will be available for audit or verification upon request of the GSA Inspector General (IG) . If, based upon an audit by the GSA IG, GSA determines that any direct or indirect costs charged to the Superfund is unallowable, the GSA will immediately notify the EPA and immediately reimburse the Superfund.
2. If EPA or USCG requests an audit above the normal CERCLA and SARA audit requirements, EPA or the USCG, as appropriate, will reimburse GSA for the resultant audit costs.
3. When requested by the OSC's Agency, the GSA IG will test GSA's controls in its billing procedures and will audit selected bills that GSA has submitted to the OSC to determine if they are properly supported. The GSA IG will consult with the OSC's Agency on the limitations of the scope of each review, the selection of controls to be tested, and the bills to be audited. Audit reports will be provided to the OSC's Agency IG for subsequent distribution to appropriate internal agency offices.

IX. COORDINATION AND REVIEW.

To-ensure ongoing coordination and implementation of this MOU, the following procedures will be established:

- A. The responding member agencies of the Regional Response Team shall meet, as required, after an emergency operation to review the OSC and GSA coordination and cooperation at the regional and/or field levels. They will provide input to the OSC for inclusion to the after action report. Copies of the OSC after action report will be submitted to the GSA Emergency Coordinator for his/her review.
- B. The emergency coordinator of the agency providing the OSC or other designed representative and the GSA Emergency Coordinator shall meet as necessary, to review

agreements described herein and to consider changes and/or additions and review recurring problems identified in OSC after action reports.

(DATE)

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