

## CHAPTER 8 - POLLUTION REMOVAL FUNDING AUTHORIZATIONS (PRFAs)

- A. **General.** The Pollution Removal Funding Authorization (PRFA) is a tool available to FOSCs to quickly obtain needed services and assistance from other government agencies: federal, state, or local, as well as recognized Indian Tribes in oil spill and hazardous materials response actions. There are **two types of PRFA forms**, one for Federal agencies and one for non-federal agencies.
- B. **Financial Obligation Document.** 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.
- C. **Agency Reimbursement.** Under the terms of a PRFA, an FOSC may agree to reimburse another government agency for costs incurred in providing any agreed upon removal services and assistance to the FOSC, consistent with the NCP. Some of the costs which are reimbursable under a PRFA include, but are not necessarily limited to:
1. Personnel salary costs, including overtime;
  2. Travel and per diem expenses;
  3. Appropriate charges for the utilization of other government agency owned equipment or facilities; and
  4. Actual expenses for contractor or vendor supplied goods and services obtained by the other government agency, through its own purchasing process, to provide agreed upon assistance and support to the FOSC.
- D. **Clear Agreement as to Support Provided.** The FOSC and the other government agency must agree upon and document:
1. The specific goods and services to be provided; and
  2. A good faith estimate of the total anticipated costs, with a line item breakdown of the principal expense categories. This need not be more than a single page, and can be made an attachment to the PRFA.
- E. **Amendment.** The PRFA may be amended, at the FOSC's discretion, to increase the authorized maximum reimbursement ceiling, if additional assistance and support is desired, or if costs incurred for services provided exceed the original estimate. In essence, the PRFA creates a ceiling and makes funding available to the other government agency.
- F. **Other Agency Cost Tracking and Documentation.** The other government agency (OGA) receiving a PRFA must track its costs and provide documentation to support reimbursement and federal cost recovery actions against RPs, as appropriate. Cost documentation must follow the guidance stated in Chapter 2 of this manual or equivalent agency documentation. All alternative documentation schemes must be pre-approved by the NPFC prior to use.

1. **NOAA.** The NOAA Scientific Support Coordinators (SSC) and their associated services are the most frequently called other government agency resources which participate in Coast Guard pollution responses. Unless NOAA specifically declines the need for a PRFA, the FOSC must prepare a PRFA each time the SSC is called for incident specific response support. Based on input from the SSC for each prospective PRFA, NOAA's Office of Ocean Resources Conservation and Assessment (ORCA) in Seattle, Washington will provide the FOSC with a spreadsheet showing the estimated costs for the PRFA. The FOSC shall attach the spreadsheet to the PRFA using it to support the maximum funding authorized by the PRFA.
  2. If the level of services provided by NOAA changes, e.g., either by shortening or lengthening the response, changing the nature of NOAA support, NOAA will issue a new estimate which becomes part of the PRFA package. If the funding authorization increases, a PRFA amendment must be issued to show the increase in the authorized funding (decreases do not need to have a amendment issued). Following the completion of a response, NOAA will issue a final cost spreadsheet to the FOSC. Under an agreement with the NPFC, this document will serve as NOAA's resource and cost documentation for inclusion with the FOSC's Financial Summary Report to the NPFC. NOAA has agreed to provide NPFC with a more detailed report upon request to support cost recovery action.
- G. Accounting Data for PRFA.** PRFAs are a Type "34" document. Construct the Document Control Number on all authorizations using the format found in "Accounting Information," Chapter 3 of the NPFC's User Reference Guide (URG). Contact the NPFC if assistance is needed.
- H. Authorizing Officer:** Signature of FOSC or authorized representative.
- I. Invoicing.** Reimbursements against a PRFA are invoiced to the NPFC, through the FOSC, on Standard Federal Form 1080/1081. The NPFC will not approve payment of charges against a PRFA for:
1. Costs of goods and services which fall outside of those which the FOSC authorized and requested, as to either amount or kind; and
  2. Costs which are not adequately documented.
- J. FOSC Certification.** In certifying an invoice for reimbursement against a PRFA, the FOSC is not verifying the various cost categories, but is attesting that the goods and services are consistent with those agreed upon and authorized. An example that can be used is:

I certify that this agency performed removal activities in accordance with the issued Pollution Removal Funding Authorization and reimbursement of costs is authorized, unless otherwise indicated.

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FOSC's Signature and Date

- K. Limitations on use of PRFAs.** The PRFA may not be used by the FOSC to obtain goods or services directly from private individuals, groups, or companies. It should also not be used to obligate funds for the initiation of Natural Resources Damage Assessments (NRDA), further assessment actions, or payment of damages.

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**Federal Agency  
Pollution Removal Funding Authorization**

**Recipient Agency:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**1. Purpose**

This document authorizes reimbursement to the Recipient Agency from the Oil Spill Liability Trust Fund or CERCLA funds for certain removal costs incurred in response to the following pollution incident, \_\_\_\_\_, Federal Project Number/CERCLA Project Number, \_\_\_\_\_. This funding authorization is expressly contingent on the Recipient's compliance with all requirements contained herein.

**2. Approved Functions and Reimbursement Limit**

Costs will be reimbursed only for actions that are directed or approved in advance by the FOSC. Approval may be verbal or written. Assessment, restoration, rehabilitation or replacement of natural resources damaged by the spill are not covered.

Maximum limit of authorization: \$\_\_\_\_\_.

**3. Conditions**

See attached page(s) for scope of work, special conditions, date of performance, directions or approvals.

**4. Period of Authorization**

This authorization shall remain in effect until the completion date specified by the FOSC (which normally corresponds to the date of final removal activities).

**5. Reimbursement Procedure**

Upon completion of removal activities, the Recipient Agency will submit a SF-1080/1081 to the FOSC with detailed records of expenditures and activities for which reimbursement is sought. The agency may elect to use its own records providing an equivalent amount of documentation which has NPFC approval, or the agency may elect to use NPFC's Resource Cost Documentation package. The agency must submit the final request for reimbursement, supported by the required documentation, within 90 days following the completion date. If OMB Circular A-87 cost rates apply, cost certifications must be included. If at the end of the 90 days from final removal activities, there are any costs for which reimbursement has not been requested, written notice will be sent to the agency and 30 days later any balance remaining in the account will be deobligated.

**6. Accounting Data**

Document Control Number: \_\_\_\_\_

Accounting String: \_\_\_\_\_

**7. Points of Contact**

A. _____ _____ FOSC	Telephone: _____ FAX: _____ E-Mail: _____
B. _____ _____ Recipient Agency Representative	Telephone: _____ FAX: _____ E-Mail: _____
C. _____ _____ NPFC Case Officer	Telephone: _____ FAX: _____ E-Mail: _____

**8. Authorizing Official**

Signature: \_\_\_\_\_

Title: Federal On Scene Coordinator

Date: \_\_\_\_\_

**Attachments:** (1) Scope of Work

Non-Federal Agency  
Pollution Removal Funding Authorization

**Recipient Agency:** \_\_\_\_\_

**Recipient:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**1. Purpose**

This document authorizes reimbursement to the Recipient Agency from the Oil Spill Liability Trust Fund or CERCLA funds for certain removal costs incurred in response to the following pollution incident, \_\_\_\_\_, Federal Project Number/CERCLA Project Number, \_\_\_\_\_. This funding authorization is expressly contingent on the Recipient's compliance with all requirements contained herein.

**2. Approved Functions and Reimbursement Limit**

Costs will be reimbursed only for actions that are directed or approved in advance by the Federal On-Scene Coordinator (FOSC). Approval may be verbal or written. Assessment, restoration, rehabilitation or replacement of natural resources damaged by the spill are not covered.

Maximum limit of authorization: \$\_\_\_\_\_.

**3. Conditions**

See attached page(s) for scope of work, special conditions, date of performance, directions or approvals.

**4. Period of Authorization**

This authorization shall remain in effect until the completion date specified by the FOSC (which normally corresponds to the date of final removal activities).

**5. Reimbursement Procedure**

Upon completion of removal activities, the Recipient Agency will submit a SF-1080/1081 to the FOSC with detailed records of expenditures and activities for which reimbursement is sought. The agency may elect to use its own records providing an equivalent amount of documentation which has NPFC approval, or the agency may elect to use NPFC's Resource Cost Documentation package. The agency must submit the final request for reimbursement, supported by the required documentation, within 90 days following the completion date. If OMB Circular A-87 cost rates apply, cost certifications must be included. If at the end of the 90 days from final removal activities, there are any costs for which reimbursement has not been requested, written notice will be sent to the agency and 30 days later any balance remaining in the account will be deobligated.

**6. Hold Harmless and Indemnify**

By performing any action or seeking any reimbursement under this funding authorization, the Recipient Agency agrees that the United States of America and all of its departments and agencies, including, but not limited to, the U.S. Coast Guard and the Oil Spill Liability Trust Fund

6. **(cont)** ("United States"), shall not be liable to any party for damage, injury or loss to persons or property resulting from the acts or omissions of Recipient Agency, its employees, agents or contractors, related to the Recipient Agency's performance of this Agreement.

The Recipient agency agrees to indemnify and hold harmless the United States from all actions, claims or suits for damage, injury or loss to persons or property resulting from the acts or omissions of Recipient Agency, its employees, agents or contractors related to Recipient Agency's performance of this Agreement. This agreement to hold harmless and indemnify the United States is subject to the availability of Recipient Agency funds. The Recipient agrees in good faith to use available Agency funds and to undertake all reasonable effort to acquire such funds if not otherwise available.

7. **No Agency**

Nothing in this funding authorization is intended to create an agency relationship between the Recipient Agency and the United States of America (or any of its departments, agencies, or employees). Nor shall anything in this funding authorization be construed as creating an agency relationship. By performing any action or seeking any reimbursement under this funding authorization, the Recipient Agency agrees that it has not been authorized to act as an agent of the United States, and shall not act in any such capacity.

8. **Accounting Data**

Document Control Number: \_\_\_\_\_  
 Accounting String: \_\_\_\_\_

9. **Points of Contact**

D. _____ FOSC	Telephone: _____ FAX: _____ E-Mail: _____
E. _____ Recipient Agency Representative	Telephone: _____ FAX: _____ E-Mail: _____
F. _____ NPFC Case Officer	Telephone: _____ FAX: _____ E-Mail: _____

10. **Authorizing Official**

Signature: \_\_\_\_\_  
 Title: Federal On Scene Coordinator Date: \_\_\_\_\_

**Attachments:** (1) Scope of Work

**AMENDMENT TO  
POLLUTION REMOVAL FUNDING AUTHORIZATION**

**Issued To (Recipient Agency):** \_\_\_\_\_

**By (FOSC):** \_\_\_\_\_

**Date of Original Authorization:** \_\_\_\_\_

**Document Number of original Authorization:** \_\_\_\_\_

**The Authorization cited above is amended as follows:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Document Control Number of this amendment:** \_\_\_\_\_

**Authorizing Official**

Signature: \_\_\_\_\_

Title: Federal On Scene Coordinator                      Date: \_\_\_\_\_