

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

NATIONAL POLLUTION FUNDS CENTER
UNITED STATES COAST GUARD

AND THE

OFFICE OF RESPONSE AND RESTORATION
NATIONAL OCEAN SERVICE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
U.S. DEPARTMENT OF COMMERCE

FOR FUNDING AND REIMBURSEMENT IN SUPPORT OF
FEDERAL ON-SCENE COORDINATORS
FOR OIL AND/OR HAZARDOUS SUBSTANCE REMOVAL AND
FEDERAL TRUSTEES TO INITIATE ASSESSMENT OF NATURAL
RESOURCE DAMAGES

NOS Agreement Code: MOA-2020-103/12022

USCG Agreement Code:

I. PARTIES AND PURPOSE

- A. This multi-year Memorandum of Understanding is between the National Pollution Funds Center (NPFC), U.S. Coast Guard (USCG), and through the Office of Response and Restoration (OR&R), National Ocean Service (NOS), National Oceanic and Atmospheric Administration (NOAA), U.S. Department of Commerce (DOC). This MOU supersedes the MOU executed on September 27, 2013.
- B. The USCG is responsible for ensuring removal of oil discharges and/or hazardous substance releases in the coastal zones. Upon request by the USCG Federal On-Scene Coordinator (FOSC), the NOAA Scientific Support Coordinator (SSC) provides support services related to scientific issues affecting the removal. NOAA may also provide other services to the FOSC during a removal as a member of the Regional Response Team (RRT). This Agreement identifies the cost reimbursement protocols for those activities under the National Contingency Plan for which NPFC provides funding using the OSLTF (oil) or using amounts provided to USCG via Superfund (hazardous substances).
- C. NOAA is responsible for assessing natural resource damages to resources under their trusteeship resulting from oil pollution incidents and developing and implementing plans for the restoration, rehabilitation, replacement, or acquisition of the equivalent, of those damaged resources. This Agreement also addresses the procedures for NOAA to request funding from the OSLTF Emergency Fund to initiate Natural Resource Damage Assessment activities in respect to Oil Pollution Act (OPA) incidents.

II. BACKGROUND

The USCG and NOAA have developed an effective partnership for responding to discharges of oil, releases of hazardous substances, and other emergency incidents in navigable waters of the United States. Under the National Contingency Plan (NCP), the USCG generally has lead federal responsibility to direct removal efforts and coordinate all other efforts at the scene of a discharge or threat of discharge of oil or a hazardous substance in the coastal zone. NOAA has responsibility under the NCP to provide scientific support to the USCG in the discharge of its responsibilities, playing a critical role in providing key data, analysis, and predictions for oil and hazardous substances removal. For example, NOAA provides data on the sensitivity of resources at risk, analysis of potential removal alternatives, and predictions of the fate and trajectory of released substances.

III. AUTHORITIES

- A. The authorities for NOAA to enter into this Agreement are:
 - 1. Public Law 102-567 authorizes the types of allowable costs to be reimbursed to NOAA for spill response. The allowable costs include incremental and base salaries, ships, aircraft, and associated indirect costs. Allowable costs do not include base salaries and benefits of NOAA SSCs.

2. NOAA also has authority as a designated natural resource trustee to act pursuant to section 1006 of the Oil Pollution Act (OPA), 33 U.S.C. 2701 et seq., when there is injury to, destruction of, loss of, or threat to natural resources, including their supporting ecosystems, as a result of a discharge of oil.

B. The authorities for the USCG to enter into this Agreement are:

1. 40 CFR §300.145 provides for the FOSC to request and utilize a NOAA SSC as the principal advisor for scientific issues, communication with the scientific community, and coordination of requests for assistance from state and Federal agencies regarding scientific studies in the coastal zone. Where the FOSC requests assistance from OR&R under this paragraph or other provisions of this Agreement, the Parties will execute a Pollution Removal Funding Authorization (PRFA) (NPFC Technical Operating Procedures, Ch. 3) to govern reimbursement.
2. Under 40 CFR §300.322(c)(3), the USCG or RRT shall dispatch appropriate personnel to the scene of the discharge to assist the FOSC upon request. This assistance may include technical support in the agency's areas of expertise and disseminating information to the public. Where the FOSC requests assistance from OR&R under this paragraph or other provisions of this Agreement, the Parties will execute a Pollution Removal Funding Authorization (PRFA) (NPFC Technical Operating Procedures, Ch. 3) to govern reimbursement.
3. USCG is the fiduciary for the Oil Spill Liability Trust Fund (OSLTF) established under Title 26 USC §9509. OPA and Presidential delegation have assigned management of certain uses of the OSLTF to the USCG NPFC, including use of amounts made available pursuant to 33 USC §2752(b) to carry out 33 USC 1321(c) and to initiate the assessment of natural resource damages.
4. Section 104 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) authorizes the President to act ". . . whenever (a) any hazardous substance is released or there is a substantial threat of such a release into the environment, or (b) there is a release or substantial threat of release into the environment of any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare... "Superfund is the source of funds for CERCLA removal costs incurred by the USCG. Such costs are reimbursed by the EPA via interagency agreements between the EPA and USCG. The agreement and applicable instrument of redelegation covers costs incurred by the USCG in carrying out functions related to immediate removal actions at facilities and responses to releases or threats of releases from vessels. Costs incurred by OR&R under CERCLA in support of the USCG are covered through this Agreement; OR&R's costs are reimbursed by the USCG via reimbursable agreement.
5. The Robert T. Stafford Disaster Relief and Emergency Assistance Act: 44 CFR § 206.2 (18). An ESF-10 work order issued to the Coast Guard by the FEMA Regional Administrator, FEMA Assistant Administrator for the Disaster Operations Directorate,

or FEMA Administrator, directing completion by that agency of a specified task and citing funding, other managerial controls, and guidance.

6. Chapter 2 (Removal Actions-Oil & HAZMAT) of the National Pollution Funds Center User Reference Guide provides guidance on the use of the OSLTF and Superfund, along with applicable regulations and background information. The NPFC User Reference Guide (eURG) can be found at <https://www.uscg.mil/Mariners/National-Pollution-Funds-Center/URG/>.

IV. TERMS AND CONDITIONS

A. Removal Activities

Reimbursements for Removal Activities will be handled via PRFAs. “See Section V. Pollution Removal Funding Authorization.”

OR&R may provide the following support, consistent with the NCP, to an oil or hazardous substances spill when requested by the FOOSC:

1. **Scientific Support Team (SST) Support**

Depending upon the magnitude of the spill, OR&R Emergency Response Division (ERD) SSCs can be supported by a Scientific Support Team (SST). The expertise of the SST includes oil spill tracking; pollutant transport modeling; biological assessments; evaluation of environmental tradeoffs resulting from specific countermeasures and cleanup techniques; assessment of natural resources at risk; environmental chemistry; chemical hazard assessment; weather conditions and predictions, health and safety; and information management. The team may also be augmented by other Federal, state, or academic experts and is tailored to the specific scientific requirements of the incident and the local expertise available. During the removal the SSC and members of the SST work closely with the FOOSC staff, USCG or EPA personnel, and other removal personnel to provide scientific advice and other technical guidance. The SSC and specific members of the OR&R SST can serve in many of the standard Incident Command System positions as referenced in the USCG's Incident Management Handbook (COMDTPUB P3120.17B series). The SSC will recommend the number of team members for each level and type of removal.

2. **Other Support Services From OR&R**

NOAA data and resources to support a removal may be requested by the FOOSC from the Department of Commerce (DOC) RRT representative through the SSC or through the RRT Co-chairs. This support might include tide and circulation information; nautical charts; satellite imagery; meteorological, hydrologic, ice, and oceanographic data for marine, coastal, and certain inland waters; navigation response teams, information and field support regarding marine fisheries, marine mammals, seafood safety and certain endangered species from NOAA's National Marine Fisheries Service; personnel and technical support from NOAA's National Marine Sanctuaries; use of the NOAA ResponseLink and/or ERMA (Emergency Response Management Application) information system and National Weather Service communications networks; special-purpose aircraft and/or ships; and other staffing and expertise within NOAA.

B. Initiating Natural Resource Damage Assessment Activities under OPA

Reimbursements for Natural Resource Damage Assessment (NRDA) activities will be handled via Inter-Agency Agreements (IAA).

Pursuant to OPA and other applicable laws and regulations, NOAA and NPFC will enter into IAAs that provide obligations and subsequent reimbursement of costs incurred by NOAA to conduct NRDA initiate activities, from available amounts managed by NPFC. These costs associated with NRDA activities must be incident specific and agreed to in advance through the signed IAA. The specific conditions and requirements for reimbursement and changing the obligated amounts are outlined in the IAA. For additional information please see Section VI.

- C. USCG agrees to provide funding to cover the costs associated with the above. The following fiscal and accounting data applies.

USCG

DUNS No.: 806754677

Employer ID: 54-6010204

OMB MAX Code: 024-60-8349

Agency Location Code: 70-06000

Appropriation Code (for billing): 70x8349

BETC Code: DISB

NOAA

DUNS No.: 78-4769085

Employer ID: 52-0821608

OMB MAX Code: 006-48

Agency Location Code: 13-14-0001

Appropriation Code (for collection): 13x1450

BETC Code: COLL

V. **POLLUTION REMOVAL FUNDING AUTHORIZATION (PRFA)**

The PRFA is a tool available to FOSCs for quickly obtaining needed removal services and assistance from other government agencies in oil spill and/or hazardous materials removal actions. Appendix A includes detailed procedures for processing PRFAs. Using a PRFA, the FOSC authorizes reimbursement to NOAA for services, equipment, and other support that were requested and approved by the FOSC. The OR&R SSC or DOC RRT member will ensure the requested services and other support are specified in the Scope of Work attachment to an FOSC approved PRFA prior to providing such services and other support. PRFA general terms follow:

A. Non-Reimbursable Costs

1. OR&R will not seek reimbursement for costs associated with team members who do not serve FOSC approved removal functions. Information about the specifics of an incident is often sketchy during the first hours of a removal. In these situations, OR&R sometimes assembles and dispatches a team before the exact nature of the removal is known. This is the best way to ensure that the FOSC has timely support during major spills. However, when team members are sent who do not fit the removal needs (not approved or requested by the FOSC), OR&R will immediately demobilize those SST members.
2. OR&R will not seek reimbursement for the associated costs to send personnel to participate in the removal who are in a training status.

3. OR&R will not seek reimbursement for SSC regular salary costs.
4. OR&R will not seek reimbursement for other support services from OR&R or participation by the DOC RRT Member that were not FOSC requested or FOSC approved.

B. Reimbursable Costs

Costs of FOSC approved support services to be reimbursed include, but are not limited to:

1. Personnel salary costs (excluding the SSC regular salary), including regular salary, overtime, compensatory time, and, if applicable, holiday pay and hazardous duty pay;
2. OR&R overhead costs for labor (distribution rates including divisional overheads) as determined annually by the NOAA Comptroller and NOAA accountants;
3. Travel and per diem expenses;
4. Established charges for using NOAA-owned aircraft, ships, and associated indirect costs;
5. Actual costs of NOAA contractors performing activities approved by the FOSC.
6. Costs of NOAA Business Services Group (BSG) to track costs and prepare NOAA cost documentation for submittal to NPFC.
7. Actual expenses certified by the FOSC and payment authorized by NPFC as removal costs.

C. Incident Cost Documentation File

1. NOAA's Business Services Group (BSG) will maintain each incident's cost documentation file in accordance with Appendix C. BSG is responsible for all budget and fiscal matters related to NOAA RRT members, SSCs, SSTs and other NOAA components supporting a removal.
2. The cost documentation file will include both reimbursable and non-reimbursable costs. Reimbursable costs include costs for personnel who are not normally available for oil spill removal, premium pay (overtime, hazardous duty pay, etc.) for all personnel working at an incident, travel vouchers, contractor invoices, and other charges related to an incident. The cost documentation will also include costs that are recoverable from a responsible party, but not reimbursable to OR&R, such as regular salary costs associated with SSCs.
3. BSG will provide a status report of OR&R costs by incident to NPFC for all incidents for the current fiscal year upon request.

D. Equipment

1. NOAA personnel should only purchase property with OSLTF funds when operational necessity directly related to the removal dictates or when it is clearly more beneficial to the Government than leasing. When making decisions to buy versus lease property, and operational conditions permit, personnel should factor in the costs necessary to acquire, maintain, and dispose of the property, not just the purchase price versus the costs of leasing. Many of these considerations are appropriately addressed through the planning process before a spill occurs. Documentation of the factors considered in purchasing property during a spill is critical in cost recovery and litigation efforts and shall be documented to the greatest extent possible.
2. NOAA personnel should be aware that property purchased for removal activities will be billed to the Responsible Party (RP) at 100% of the cost. Accordingly, whenever feasible, the FOSC and NOAA should provide the RP the opportunity to purchase or otherwise directly supply the property needed for removal activities. Upon case completion, any property purchased and provided by the responsible party shall be returned to the responsible party. Property purchased with the OSLTF, however, shall be disposed of in accordance with the procedures outlined below and with NPFC Removal Technical Operating Procedures.
3. NOAA may request reimbursement for repair or replacement of equipment that is damaged or lost during an incident. The request should describe the cause of the loss, and any efforts to avoid or minimize damage. The request will be submitted to NPFC via the FOSC. The FOSC will comment on the request and forward it to the NPFC. The NPFC will consider the merits of reimbursement for repairing or replacing the damaged or lost equipment on a case-by-case basis. Reimbursement will not be allowed for equipment that is damaged as a result of normal wear-and-tear, neglect, alteration, or improper use, including failure to follow instructions for operation, maintenance, and use under specific environmental conditions prescribed in the equipment manuals. NOAA will not seek reimbursement for use of an item or equipment when the equipment's replacement is also reimbursed.
4. Consumable equipment remaining at the completion of removal action should be disposed of in a cost-effective manner. Multiple items of consumable equipment in lots having a cost per lot of over \$2,500 shall be treated as non-consumables. NOAA shall forward to NPFC documentation such as Form DD-1348 or other evidence of disposal/disposition action taken for all non-consumable equipment and consumables in lots worth more than \$2,500. Non-consumable equipment includes items costing over \$2,500 and items of lower cost but high interest (e.g., radios, cellular phones, computers; copiers, photographic equipment, protective clothing, test equipment). Costs, including shipping and transportation costs, for disposal/disposition, are reimbursable via the PRFA.

E. Cost Documentation

A copy of the cost documentation to support the charges will be provided to the Incident NPFC Case Officer, when requested (See Appendix C).

F. Billing

To obtain reimbursement for eligible costs, OR&R will present a bill to the FOSC with a copy to the NPFC (See Appendix A for procedures).

VI. Inter-Agency Agreements to Initiate Funding for Natural Resources Damage Assessment

Section 6002(b) of OPA provides that the OSLTF Emergency Fund is available "to initiate the assessment of natural resource damages" following OPA incidents. Per Executive Order 12777, this funding is available only to federal trustees; state and tribal Trustees seeking IAA funding must work through the Federal Lead Administrative Trustee (FLAT). This Executive Order also introduced the "FLAT" concept to provide a focal point for addressing natural resource issues associated with a specific incident.

Federal trustees include the Departments of the Interior, Commerce, Agriculture, Defense, and Energy.

When NOAA is serving as the FLAT, NPFC will provide initiate funding through an IAA that obligates funds for specific assessment activities (e.g., Trustees Labor, Contractor Costs, Data Collection, etc.). Upon completion of the activities, NOAA will provide the NPFC with documentation of costs incurred by activity and category (e.g., agency labor, travel, contracts, purchases, and government equipment). The NPFC will then reimburse those costs that are documented appropriately and found to be compensable under OPA.

A. Non-Reimbursable Costs

Costs that are outside the scope of the IAA, or otherwise not associated with NRDA's, including costs of activities in support of the FOSC removal actions, litigation, negotiations with the responsible party, training, or any activities that are not necessary to complete the NRDA will not be recoverable under the IAA.

B. Reimbursable Costs

Categories of costs for IAA activities to be reimbursed include, but are not limited to:

1. Personnel salary costs, including regular salary, overtime, compensatory time, and, if applicable, holiday pay and hazardous duty pay;
2. OR&R overhead costs for labor (distribution rates including divisional overheads) as determined annually by the NOAA Comptroller and NOAA accountants;

3. Travel and per diem expenses;
4. Established charges for using NOAA-owned aircraft, ships, and associated indirect costs;
5. Actual costs of NOAA contractors performing activities in the IAA; and
6. Costs of NOAA Business Services Group (BSG) to track costs and prepare NOAA cost documentation for submittal to NPFC.

C. Reporting

NOAA will provide the NPFC with periodic reports on status of the IAA activities pursuant to the terms of the IAA. Documentation submitted with these reports will be reviewed to determine reimbursement of eligible costs.

D. Cost Documentation

NOAA will provide documentation to support NPFC payment of eligible costs as follows:

1. Labor: Compensable labor is any labor that is directly related to development of a plan. This may include field activities, administrative tasks, technical review of reports, etc. Labor associated with removal actions, litigation, negotiations, or any work done outside the scope of the IAA is not compensable.
2. Documentation for labor should include: Name of each employee, title/function of each employee who charged labor, work accomplished by each employee (should include enough information so the NPFC can determine whether the work is within the scope of the signed IAA), dates the employee worked, number of hours worked, hourly wage, a full accounting and description of all indirect and overhead charges applied to base labor, and the methodology used to apply indirect overhead charges, and justification of any claimed overtime. The NPFC needs the ability to replicate all costs.
3. Trustee Travel: Travel directly related to a study/project included in the signed IAA is compensable. Examples of compensable travel include trustee meetings, public meetings to inform the public about NRDA activities, fieldwork, and site visits. Travel for training, conferences, or for any reason not directly related to study/project included in the signed IAA are not compensable. A travel voucher with supervisor and member signatures, travel dates, purpose for traveling, costs incurred (e.g. hotel, airfare, per diem) and an itemization of amounts paid to the employee is required. To document travel, the NPFC requires the trustees to provide a signed travel voucher or equivalent.
4. Contract Costs: Contract costs pursuant to the signed IAA are compensable. Contractors are subject to the same restrictions as the trustees (e.g., labor for claim preparation, litigation, and negotiations and travel for any reason outside of the scope of the signed IAA is also not compensable). Work plans, contractor invoices,

proof of payment, and a description of work accomplished by the contractor are required to document contract costs.

5. Grants: Grant costs are compensable under the signed IAA. The work performed must be directly related to a study/project included in the signed IAA. Grant recipients are subject to the same restrictions as the trustees (e.g. labor for claim preparation, litigation, negotiations, etc. is not compensable and travel for any reason outside of the scope of the signed IAA is also not compensable). To document grant costs, the trustees need to provide the NPFC with grant proposals, proof of grant disbursement for the NRDA-associated work, and a description of work accomplished by the grant recipient.
6. Purchases: Equipment or property necessary to carry out the signed IAA should be leased, if possible. If practicable, the RP should be allowed to provide the necessary equipment or property. In all instances in which the trustees purchase equipment or property using OSLTF funds, as opposed to leasing, the trustees should document the decision making process for the purchase explaining how the equipment or property will be used for the NRDA as well as documenting the actual use and disposal of the equipment/property. All non-consumable items, which include any items or systems having a cost in excess of \$2,500, or items of high interest (e.g., radios, fax machines, cellular phones, computers, pagers, copiers, photographic equipment, protective clothing, meters, and similar items) regardless of cost, require evidence of disposal action. Equipment or property purchased with OSLTF funds cannot to be retained by the agency after completion of the NRDA. This does not preclude replacement in kind for agency equipment damaged or expended. Documentation of purchases must include justification that purchasing was more cost effective than leasing, receipt(s) for purchase(s), and proof of disposal, if necessary. For upfront claims and IAAs where the Trustees plan on purchasing high value items (see above) the trustees should first contact the NPFC prior to making the purchase and receive authorization in writing.
7. Trustee Use of Government Equipment: The NPFC can reimburse the actual cost of using government equipment, such as government vehicles or boats. Additionally, the NPFC would pay boat costs/ expenses/ repairs in lieu of a standard rate; up to the applicable and appropriate cost of the standard rate. To document these costs, the trustees must provide the NPFC with a usage log, the cost associated with using government equipment, and purpose and duration of use. If requesting reimbursement for costs of associated maintenance and repairs in lieu of standard rates, the trustees must provide the NPFC with a usage log, the cost associated with using government equipment, and purpose and duration of use to compare the standard rate costs to the maintenance and/ or repair costs.

VII. CONTACTS

The contacts for coordinating activities under this MOU are:

NOAA

John A. Tarpley
Acting Chief, Emergency Response
Division Office of Response and

USCG

William R. Grawe
Director
National Pollution Funds Center

Restoration
National Ocean Service
National Oceanic and Atmospheric
Administration
1305 East West Highway
SSMC4, Station 10148
Silver Spring MD 20910
Phone: (206) 526-6338
Email: John.Tarpley@noaa.gov

United States Coast Guard
STOP 7605
2703 Martin Luther King Jr. Ave
Washington, DC 20593-7605
Phone: 202-795-6001
Fax: 202-372-8402
Email: William.R.Grawe@uscg.mil

The Parties agree that if there is a change regarding the information in this section, the Party making the change will notify the other Party in writing of such change.

VIII. DURATION OF THE MOU, AMENDMENTS, AND TERMINATION

- A. This MOU will become effective after being signed by all Parties. This MOU will remain in effect through September 30, 2027.
- B. This MOU may be amended within the scope of this MOU through the written mutual consent of the Parties. Adding or changing appendices does not constitute an amendment of the overall MOU. Such additions and/or changes may be made by mutual written consent of the officials responsible for the specific subject area(s) in the NPFC and OR&R. The officials making such change shall immediately bring the change to the attention of the persons signing this MOU, or their successors, and then shall disseminate the change to all users of the MOU.
- C. The Parties will review this MOU at least once every three years to determine whether it should be amended or terminated.
- D. This MOU may be terminated by (1) mutual written consent; (2) 30 days advance written notice by either Party, or (3) completion of the operation/terms of this MOU. Termination of this MOU does not terminate incident-specific PRFAs or Inter-Agency Agreements. In the event a PRFA or Inter-Agency Agreement is terminated, reimbursement for outstanding costs will be governed by the terms of the PRFA or Inter-Agency Agreement.

IX. RESOLUTION OF DISAGREEMENTS

- A. Nothing herein is intended to conflict with current NOAA or USCG directives. If the terms of this MOU are inconsistent with existing directives of either of the agencies entering into this MOU, then those portions of this MOU, which are determined to be inconsistent, shall be invalid, but the remaining terms and conditions not affected by the inconsistency shall remain in full force and effect. At the first opportunity for review of the MOU, all necessary changes will be accomplished either by an amendment to this MOU or by entering into a new agreement, whichever is deemed expedient to the interest of both Parties.
- B. If a dispute related to funding remains unresolved for more than 30 calendar days after the parties have engaged in an escalation of the dispute, disputes will be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10, available at <http://www.fms.treas.gov/tfm/index.html>.

APPROVALS

This Agreement is entered into and made effective as of the date later in time indicated below.

ACCEPTED AND APPROVED FOR THE
U.S. DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND
ATMOSPHERIC ADMINISTRATION
NATIONAL OCEAN SERVICE

ACCEPTED AND APPROVED FOR THE
U.S. DEPARTMENT OF HOMELAND
SECURITY
U.S. COAST GUARD
NATIONAL POLLUTION FUNDS
CENTER

BY: _____

Scott Lundgren
National Ocean Service
National Oceanic and Atmospheric
Administration
1305 East West Highway
SSMC4 Station 10148
Silver Spring MD 20910

DATE: 9/10/2020

BY: _____

William R. Grawe
Director
National Pollution Funds Center
United States Coast Guard
STOP 7605
2703 Martin Luther King Jr. Ave
Washington, DC 20593-7605

DATE: _____

Appendix A

PROCEDURES FOR "COST REIMBURSEMENT" UNDER THE POLLUTION REMOVAL FUNDING AUTHORIZATION (PRFA)

The following are cost reimbursement protocols for those services provided by NOAA as part of an oil or hazardous substances removal.

1. Execution Phase

- A. Following a request for OR&R support services, the SSC or SSC representative will notify and provide OR&R's Business Services Group (BSG) with information pertaining to resource utilization and the associated FPN (Federal Project Number for oil incidents), CPN (CERCLA Projects Number for hazardous substance incidents), or DPN (Disaster Project Number – ESF-10), FOSC (or representative), and telephone number.
- B. BSG will prepare a 2 week cost estimate (unless otherwise noted by the FOSC) of actual costs for resources used and pre-approved by the FOSC. The estimate is sent to the FOSC (or representative) and the NPFC case officer.
- C. The FOSC (or representative) will provide BSG with a Pollution Removal Funding Authorization (PRFA). The PRFA documents the pollution incident name, identification number (FPN, CPN, or DPN), funding limit, a Statement of Work to be performed (i.e., task orders) points of contact, and FOSC billing address.
- D. BSG confers with the SSC when costs incurred begin to reach the PRFA funding limit. Updates to NOAA's estimated costs are provided to the FOSC through the SSC and to the NPFC as needed but no more than twice during a seven-day period.
- E. BSG provides the FOSC and NPFC with the updated cost estimate from which the FOSC develops a PRFA amendment. Depending on the length of the removal, the PRFA may be amended several times.

2. Reimbursement of Expenses

- A. BSG collects all cost documentation associated with an incident as costs are incurred.
- B. BSG reviews the incident file with NOAA's financial management information system to determine if chargeable costs are accurate and makes any corrections.
- C. Once all incident costs are accurately recorded in NOAA's financial management system or 120 days after removal activities are complete (whichever comes first), BSG prepares a cost spreadsheet billing for submission to the NPFC via the incident FOSC. The FOSC will verify that the actual costs on the spreadsheet are for resources that were used as approved during the specific incident. The spreadsheet will cite: 1) the

pollution incident name, 2) FPN, CPN, or DPN identification number and 3) an incident-specific breakdown of charges.

- D. Concurrently, BSG notifies the Office of Response and Restoration (OR&R), ERD's parent organization, to initiate a request to the NOAA Comptroller's office to prepare an SF-1081 that is sent to the FOSC, copy to NPFC, within 120 days after removal activities are complete. The SF-1081 includes the agency's address, agency location code, fiscal year, Treasury symbol, and task code associated with the billing costs. The address of the NPFC is:

Director
National Pollution Funds Center (Cm)
2703 Martin Luther King Ave SE
Washington DC, 20593-7605
US Coast Guard STOP 7605
Re: FPN/CPN/DPN

- E. The Coast Guard's FOSC and NPFC will review NOAA's SF-1081 to authorize it for payment, and forward it to the USCG Finance Center within 30 days of receipt, unless there are problems with the SF-1081 package. Reimbursement is accomplished through the Intra-governmental Payment and Collection (IPAC) System.
- F. In the event of a lengthy or large incident, OR&R will submit an interim billing as agreed upon between the NPFC case officer and BSG. The interim billing process uses the same procedures as outlined in A through E above.

APPENDIX B

PROCEDURES FOR "COST REIMBURSEMENT" UNDER AN INTERAGENCY AGREEMENT FOR INITIATION OF NATURAL RESOURCE DAMAGE ASSESSMENT

The NPFC will pay the trustees for all documented costs determined to be reasonable, appropriate, and in accordance with OPA and an Inter-Agency Agreements (IAA). The following are IAAs and cost reimbursement protocols.

1. IAA Execution

- A. Federal Lead Administrative Trustees (FLAT) should contact a NPFC NRD claims manager to request funding via the Division Chief (202-795-6054, Monday - Friday, 8 a.m. to 4:30 p.m.) or NPFC Command Duty Officer (202-494-9118, after normal business hours).
- B. The claims manager will discuss the request with the FLAT and, where appropriate, provide a standard IAA template and further instructions.
- C. The FLAT should submit draft IAA with the appropriate information to the claims manager.
- D. Upon approval of the draft IAA, the claims manager will request that the FLAT provide a signed copy to the NPFC. The NPFC will then sign the IAA and provide a copy to the FLAT.

2. Reimbursement of Expenses

- A. The FLAT will submit documentation of costs incurred to the claims manager.
- B. The claims manager will review cost documentation submitted by the FLAT and pay those determined to be appropriately documented and in accordance OPA and the Inter-Agency Agreement. As part of this review, the Cn Claims Manager coordinates with the NPFC Case Manager to ensure submitted costs are separate and distinct from payments under any Pollution Removal Funding Authorizations (PRFAs).
- C. The NPFC will pay the FLAT through the Intra-governmental Payment and Collection (IPAC) System. Separate payments may be made directly to individual trustees, if requested. In that case, each participating trustee receiving a direct reimbursement will provide the NPFC with an SF-1080 or SF-1081 (or equivalent), along with a participating trustee ALC and corresponding ALC address (if federal) or SAM number.
- D. The SF-1081 includes the agency's address, agency location code, fiscal year, Treasury symbol, and task code associated with the billing costs.
- E. Payments made against the Inter-Agency Agreement will be deducted from the available balance of the obligation.

APPENDIX C

COST DOCUMENTATION

NOAA will produce a comprehensive written record supporting all expenditures and costs incurred during each removal activity. This documentation will support reimbursement of OR&R costs and NPFC's cost recovery on behalf of the OSLTF. NOAA will use an alternate method of record keeping for cost documentation rather than the standard resource documentation procedures outlined in NPFC's User Reference Guide. Time sheets, payroll reports, travel orders, etc., will be redacted to remove data protected by the Privacy Act such as social security numbers.

1. NOAA Personnel Costs: Documentation will show each employee's name, grade, hours, function, appropriate subtotals, and an overall total. In addition, NOAA will indicate whether the employee is Off Site or On Scene. OR&R will include copies of the Civilian Time and Attendance Daily Reports, CD-440PC, indicating incident-specific hours. NOAA Corps Officers are not required to maintain a CD440PC, but will record incident-specific hours on a Timekeeping Record Worksheet.
2. NOAA Travel Costs: Incident-specific travel documentation will include copies of each Travel Order, CD-29, or NOAA Form 56-1 for Corps Officers; Travel Voucher, CD-370, with supporting receipts as required by the applicable federal travel regulations; and/or Claim for Reimbursement for Expenditures on Official Business, SF-1164, with appropriate subtotals and an overall total.
3. Contractor Costs: Documentation will include copies of the contract incident specific tasking orders (technical directions), modifications (where applicable), statements of work, and invoices associated with incident-specific costs. Contractor costs will have appropriate subtotals and an overall total.
4. Other NOAA Costs: Documentation for transportation, rents/leases, and supplies/equipment will be included when applicable.

APPENDIX D

DEFINITIONS

1. Federal On-Scene Coordinator (FOSC)

The FOSC is the Federal official pre-designated by the USCG or EPA to coordinate and direct removals under subpart D or E of the National Oil and Hazardous Substances Pollution Contingency Plan (NCP) (40 CFR §300.5). When FOSC is used in this document, it also means EPA OSC.

2. NOAA Scientific Support Coordinator (SSC)

When designated by the FOSC, the NOAA SSC is the principal advisor for scientific issues, communication with the scientific community, and coordination of requests for assistance from state and Federal agencies regarding scientific studies. The SSC may serve on the FOSC's staff supporting the Unified Command or within the Planning or Operations Section of the Incident Command System and may, at the FOSC's request, lead a scientific team(s) to provide scientific support for making operational decisions.

3. Regional Response Team (RRT)

The National Response System (NRS) is the mechanism for coordinating response actions by all levels of government in support of the FOSC. The NRS organization is divided into national, regional, and area levels. National planning and coordination is accomplished through the National Response Team (NRT). The NRT consists of representatives from 16 Federal agencies. Regional planning and coordination of preparedness and response actions is the responsibility of the RRT. The RRT agency membership parallels that of the NRT, but also includes state, and sometimes, local representation. RRT members provide FOSCs with assistance from their respective Federal agencies commensurate with agency responsibilities, resources, and capabilities within that region.

4. Remove or Removal

"Remove" or "removal" is defined in 33 USC 1321 (a) to mean "containment and removal of the oil or hazardous substances from the water and shorelines or the taking of such other actions as may be necessary to minimize or mitigate damage to the public health or welfare, including, but not limited to, fish, shellfish, wildlife, and public and private property, shorelines, and beaches."

5. Removal Cost

"Removal costs" is defined in 33 USC 2701 (31) as "the costs of removal that are incurred after a discharge of oil has occurred or, in any case in which there is a substantial threat of a discharge of oil, the costs to prevent, minimize, or mitigate oil pollution from such an incident." Note that the terms "response" and "remediation" are not used in the Oil Pollution Act (OPA).

6. NOAA Emergency Response Division (ERD)

ERD, a division within NOAA OR&R, provides critical advice on science and other natural resource issues to the FOSCs during the Federal government's response to coastal oil and hazardous substance spills or substantial threat of release. SSCs lead the scientific support team at spills, drawing on ERD's spill trajectory estimates, chemical hazards analyses, assessments of the sensitivity of biological and human-use resources, and other types of expertise to help the FOSC

make timely and appropriate operational decisions. NOAA spill response personnel work closely with the FOSC to respond to about 120 accidental releases each year. ERL) also typically provides Department of Commerce representation on the RRT during planning and removal phases.

7. Federal Lead Administrative Trustee (FLAT)

Provides a focal point for addressing natural resource issues associated with a specific incident. The NPFC will only accept requests for initiation from the FLAT. State and Tribal Trustees must work through a FLAT. Those State and Tribal Trustees acting in the event of a spill may join with the designated Federal Trustees to name a FLAT.

8. Natural Resource Damage Assessment (NRDA)

Natural resource Trustees determine whether injury to public trust resources has occurred. Their work includes collecting time-sensitive data and reviewing scientific literature about the released substance and its impact on trust resources to determine the extent and severity of injury. During the next step, trustees quantify injuries and identify possible restoration projects. Economic and scientific studies assess the injuries to natural resources and loss of services. The final step is to implement restoration and monitor its effectiveness. NRDA process ensures an objective and cost effective assessment of injuries.