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 UNITED STATES COAST GUARD ON-SCENE COORDINATOR FOR OIL AND/OR HAZARDOUS SUBSTANCE REMOVAL

NOS Agreement Code: MOA-2005-052/7086
USCG Agreement Code: \_\_\_\_\_[Insert No.]

# I. PARTIES AND PURPOSE

- A. This multi-year Memorandum of Understanding is between the National Pollution Funds Center (NPFC), U.S. Coast Guard (USCG), mad 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 Agreement supersedes the Agreement executed on September 15, 1999.
- B. The USCG is responsible for ensuring removal of discharges or releases of oil and/or hazardous substances in the coastal zone. Upon request by the USCG Federal On-Scene Coordinator (FOSC), the NOAA Scientific Support Coordinator (SSC) provides support services to the FOSC related to scientific issues affecting the removal. NOS may also provide other services to the FOSC during a removal as a member of the Regional Response Team. This Agreement identifies the cost reimbursement protocols for those services. This Agreement does not address protocols, services, or incident costs associated with Natural Resource Damage Assessment activities.

## II. BACKGROUND

- A. Definitions
  - 1. <u>Federal On-Scene Coordinator (FOSC)</u>

The FOSC is the Federal official pre-designated by the USCG to coordinate and direct responses under subpart D or E of the National Oil and Hazardous Substances Pollution Contingency Plan (NCP) (40 CFR § 300.5).

2. <u>NOAA Scientific Support Coordinator (SSC)</u>

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 Operational Component of the Incident Command System and may at the FOSC's request, lead a scientific team to provide scientific support for operational decisions.

3. <u>Regional Response Team (RRT)</u>

The National Response System (NKS) 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. <u>Remove or Removal</u>

"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. <u>Removal Cost</u>

"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 Hazardous Materials Response Division (HAZMAT)

HAZMAT provides critical advice on science and other natural resource issues to the FOSCs during the Federal government's response to coastal• oil and hazardous materials spills or substantial threat of release. SSCs lead the scientific support team at spills, drawing on HAZMAT'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 100 accidental releases each year. HAZMAT also typically provides Department of Commerce representation on the RRT during planning and removal phases.

## **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 Scientific Support Coordinators.
  - 2. Costs incurred by NOAA or other entities for conducting scientific studies not in support of the FOSCs' actions (40 CFR § 300.33j(d)) are not covered under the provisions of this Agreement.
- B. The authorities for the USCG to enter into this Agreement are:
  - 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. Where the USCG 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) National Pollution Fund Center (NPFC) Technical Operating Procedures, Ch. 3 to govern reimbursement.
  - 2. Under 40 CFR § 300.322(c)(3), the lead agency or Regional Response Team shall dispatch appropriate personnel to the scene of the discharge to assist the FOSC upon his request. This assistance may include technical support in the agency's areas of expertise and disseminating information to the public. Where the USCG 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) National Pollution Fund Center (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 90 and Presidential delegation have assigned management of the use of the OSLTF to the USCG. The OSLTF is available to pay oil removal costs that are consistent with the NCP (33 USC 2712 (a)).
  - 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 to the USCG through the USCG/EPA interagency agreement to the extent OR&R's costs have not already been paid by Superfund.

- 5. The FOSC and the trustees shall coordinate assessments, evaluations, investigations, and planning that impacts removal actions. The FOSC shall consult with the affected trustees on the appropriate removal action to be taken. The trustees will provide timely advice concerning recommended actions with regard to trustee resources potentially affected (40 CFR § 300.305(e)).
- 6. When requested by the FOSC, the lead agency or RRT shall dispatch appropriate personnel to the scene of the release (of a hazardous substance) to assist the FOSC. This assistance may include technical support in the agency's areas of expertise (40 CFR §300.415(c)(3)(iii)).
- 7. Chapter 3 (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 Reference Guide is divided into topics that are briefly explained in Appendix A.

### **IV. TERMS AND CONDITIONS**

- A. OR&R agrees to provide the following support to an oil or hazardous materials spill:
  - 1. <u>Scientific Support Team (SST) Support</u>

Depending upon the magnitude of the spill, HAZMAT 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 response the SSC and members of the SST work closely with the FOSC staff, USCG personnel, and other response 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 P3120.17). The SSC will recommend the number of team members for each level and type of response.

2. <u>Other Support Services From OR&R</u>

NOAA data and resources to support a response may be requested by the FOSC from the Department of Commerce (DOC) Regional Response Team (RRT) representative through the SSC or through the RRT Cochairs. 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; information on marine fisheries, marine mammals and certain endangered species from NOAA's National Marine Fisheries Service; technical support from NOAA's National Marine Sanctuaries; use of the NOAA ResponseLink information system and National Weather Service communications networks; special-purpose HAZMAT aircraft and/or ships; and other expertise within NOAA.

- B. USCG agrees to provide funding to cover the costs associated with the above support from OR&R. The following fiscal and accounting data applies.
  - 1. <u>USCG</u>

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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

# 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 response actions. Appendix B 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 an FOSC approved PRFA prior to providing such services and other support. If oral requests are made by the FOSC and agreed to by the OR&R SSC or DOC RRT Member, the FOSC will document the request using a PRFA as soon thereafter as possible. PRFA general terms follow:

#### A. <u>Non-Reimbursable Costs</u>

- OR&R will not seek reimbursement for costs associated with team members who do not serve FOSC approved response functions. Information about the specifics of an incident is often sketchy during the first hours of a response. In these situations, OR&R sometimes assembles and dispatches a team before the exact nature of the response 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 response needs, 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 response 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. <u>Reimbursable Costs</u>

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 NPFSC.
- 7. Costs of U.S. Department of the Interior/Bureau of Land Management (BLM) technical employees supporting their Remote Automated Weather Station equipment at a spill if approved by the FOSC. Costs associated with BLM employees will consist of travel and overtime expenses only.
- 8. Actual expenses authorized by the FOSC 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 response.
- 2. The cost documentation file will include both reimbursable and nonreimbursable 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 RP at 100% of the cost. Accordingly, whenever feasible, the FOSC and NOAA should provide the responsible party 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.

- 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 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 lots of over \$1,000 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 \$1,000. Non-consumable equipment includes items costing over \$1,000 and items of lower cost but high interest (e.g., radios, ax machines, cellular phones, computers, pagers, copiers, photographic equipment, protective clothing, test equipment). Costs, including shipping and .transportation costs, for disposal/disposition, are reimbursable via the PRFA.

#### E. <u>Cost Documentation</u>

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. <u>Billing</u>

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

## VI. CONTACTS

A. The contacts for coordinating activities under this Agreement are:

NOAA	<u>USCG</u>
William Conner	Jan Lane
Chief, Hazardous Materials	Director
Response Division	National Pollution Funds
office of Response' and Restoration	Center
National Ocean Service	United States Coast Guard
National Oceanic and Atmospheric	4200 Wilson Blvd.
Administration	Suite 1000
1305 East West Highway	Arlington, WA 22203-1804
SSMC4 Station 10216	Phone: 202-493-6702
Silver Spring, MD 20910	Fax: 202-493-6900
Phone: (301) 713-3038	Email: jlane@ballston.uscg.mil
Fax: (301) 713~4387 ~,	
Email: WilliamConner@noaa.gov	

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

# VII. DURATION OF AGREEMENT, AMENDMENTS, AND TERMINATION

- A. This Agreement will become effective after being signed by all Parties. This Agreement will remain in effect through September 30, 2010.
- B. This Agreement may be amended within the scope of this Agreement or extended before the expiration, through the written mutual consent of the Parties. Adding or changing appendices does not constitute an amendment of the overall Agreement. Such additions and/or changes may be made by mutual written consent of the officials responsible for the specific subject area(s) in the USCG and OR&R. The officials making such change shall immediately bring the change to the attention of the persons signing this Agreement, or their successors, and then shall disseminate the change to all users of the Agreement.
- C. The Parties will review this Agreement at least once every three years to determine whether it should be revised or terminated.
- D. This Agreement 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 Agreement. In the event of termination, USCG shall continue to be responsible for all reimbursable costs properly incurred by OR&R under the provision of this Agreement prior to termination.

# VIII. RESOLUTION OF DISAGREEMENTS

- A. Nothing herein is intended to conflict with current NOAA or USCG directives. If the terms of this Agreement are inconsistent with existing directives of either of the agencies entering into this Agreement, then those portions of this Agreement 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 Agreement, all necessary changes will be accomplished either by an amendment to this Agreement or by entering into a new agreement, whichever is deemed expedient to the interest of both Parties.
- B. Should disagreement arise on the interpretation of the provisions of this Agreement, or amendments and/or revisions thereto that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each Party and presented to the other Party for consideration

# IX. APPROVALS

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

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

ACCEPTED AND APPROVED FOR THE U.S. COAST GUARD NATIONAL POLLUTION FUNDS CENTER

BY:	<u>//s//</u>	BY://s//_	
	David Kennedy	Jan Lane	
	Director	Director	
	Office of Response and Restoration	National Pollution F	unds Center
	National Ocean Service	United States Coast	Guard
	SSMC4 - N/ORR	4200 Wilson Blvd., Suite 1000	
	1305 East-West Highway	Arlington, WA 22203-1804	
	Silver Spring, MD 20910		
DATE	E://9/16/05//	DATE: //9/29/05//	

# **APPENDIX A**

## **NPFC USER REFERENCE GUIDE**

NPFC publishes the <u>NPFC User Reference Guide</u>. It provides guidance on the use of the OSLTF and Superfund, along with applicable regulations and background information. Due to its extensive nature, the material is published separately as a Supplement to the Marine Safety Manual. The NPFC shall provide BSG with the most current version of the NPFC User Reference Guide. The reference Guide is divided into a series of topics briefly explained as follows.

- 1. <u>Organizations Using Pollution Funds</u>. This provides information on entities able to access the Funds managed by NPFC and includes: Sectors, MS0s, G-M, G-MOR, Strike Teams, PIAT, EPA, MLCs, FINCEN, Other Federal Agencies, States, and Trustees.
- 2. <u>Introduction to NPFC</u>. This describes the origins, roles, missions, case teams, regions, functional contacts, and frequently used acronyms.
- 3. <u>Removal Actions</u>. This provides procedures for accessing the Funds for Clean Water Act and CERCLA removals. It includes FOSC financial management checklists, guidance on mystery spills, ACP guidance, and reports. The <u>Technical Operating Procedures (TOPS)</u> for Removal Costs and the <u>TOPS for Resource and Cost Documentation</u> are included in this chapter.
- 4. <u>Investigative Considerations</u>. This addresses liability limits, proximate cause, designation of source, notification advertising, and potential responsible parties.
- 5. <u>State Access</u>. This includes the State Access TOPS and the State Access regulations issued under OPA, Section 1012(d)(1). It also addresses procedures to be used by States for requesting funds, removal costs, pollution reports, payment, litigation, and cooperative agreements.
- 6. <u>Natural Resource Damage Assessments</u>. This includes the <u>NRDA/Initiate TOPS</u>, which contains initiation criteria, purchase of property, reporting, and requests for reimbursement.
- 7. <u>Claims</u>. This includes the Claims regulations and the <u>Claimant's Information Guide</u>, which explain available compensation, filing a claim, notice of designation, advertising, and the settlement process.

## **APPENDIX B**

# 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 materials response.

#### 1. Execution Phase

- A. Following a request for OR&R support services, the Scientific Support Coordinator (SSC) or SSC representative will notify and provide HAZMAT's Business Services Group (BSG) with information pertaining to resource utilization and the associated FPN (Federal Project Number for oil incidents) or CPN (CERCLA Projects Number for hazardous substance incidents) number, FOSC (or representative), and telephone number.
- B. BSG will prepare an estimate 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 or CPN), 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 response, the PRFA may be amended several times.

#### 2. <u>Reimbursement of Expenses</u>

- A. BSG collects all cost documentation associated with an incident as costs are incurred. (See Section 3 for reimbursement procedure for the post performance audit charges.)
- 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 or CPN identification number and 3) an incident-specific breakdown of charges.
- D. Concurrently, BSG notifies the Office of Response and Restoration (OR&R), HAZMAT'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:

Case Officer Name:\_\_\_\_\_\_ National Pollution Funds Center (cm) -4200 Wilson Boulevard, Suite 1000 Arlington, VA 22203-1804 Re: FPN\_\_\_\_\_\_

- E. The Coast Guard FOSC and NPFC will review NOAA's SF-1081 billing, authorize it for payment, and forward it to the USCG Finance Center within 30 days of receipt, unless there are substantial 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 C**

# **COST DOCUMENTATION**

NOAA will produce a comprehensive written record supporting all expenditures and costs incurred in each removal. 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 NPFCs 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. <u>NOAA Personnel Costs</u> Documentation will show each employee's name, grade, hours, function, appropriate subtotals, and an overall total. In addition, NOAA will indicate whether the employee if 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 CD-440PC, but will record incident-specific hours on a Timekeeping Record Worksheet.
- 2. <u>NOAA Travel Costs</u> 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. <u>Contractor Costs</u> Documentation will include copies of the contract incidentspecific 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. <u>Other NOAA Costs</u> Documentation for transportation, rents/leases, and supplies/equipment will be included when applicable.