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**U.S. Department**  
of Transportation

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National Pollution Funds Center

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**United States**  
**Coast Guard**

5890  
S99018  
17 Aug 99

From: Director, National Pollution Funds Center  
To: State Director, Bureau of Land Management, U.S. Department of Interior

Subj: INITIATION OF NATURAL DAMAGE RESOURCE ASSESSMENT

Ref: (a) Your letter 1703(NRDA)(9'32) of July '30, 1999 to CW02 Moberg, NPFC  
(b) Your letter 1703(NRDA)(932) of June 28, 1999 to CDR Ryan, NPFC

1. References (a) and (b) requested \$545,381 from the Oil Spill Liability Trust Fund (OSLTF) for the initiation of a natural resource damage assessment (NRDA). Per the Oil Pollution Act of 1990 (33 USC 2752(b)), the National Pollution Funds Center (NPFC) authorizes the obligation of funds to the Department of the Interior, Bureau of Land Management (BLM) to initiate a NRDA for the incident and activities described in reference (b) as modified by reference (a). The total amount of funds available under the enclosed Inter-Agency Agreement ("the Agreement") shall not exceed **\$545,381**. The Federal Project Number **S99018** and the Inter-Agency Agreement Number **28/99/46/9/H/x3/065** must be referenced on cost documentation and all requests for reimbursement from the OSLTF.
2. Please note that the section numbering of the Agreement has been corrected in pen to conform to the numbering of the model Inter-Agency Agreement found in NPFC Instruction M5402.1
3. Please note that this funding arrangement is a ceiling amount that will be liquidated when the cost documentation is received. Section 6002(b) of OPA makes monies available from the emergency fund to "Initiate the assessment of natural resource damages." This funding is available to begin the assessment process and as stated in this agreement and NPFC instruction M5402. 1, the types of activities funded are referenced in Subpart D, 15 CFR 990.
4. The BLM, as the Federal Lead Administrative Trustee (FLAT), is certifying that all the activities and costs covered by the Agreement are reasonable assessment costs and are within the scope of Subpart D, 15 CFR 990. The NPFC will review documentation for all expenditures, costs and activities conducted under the Agreement for which the FLAT will be reimbursed. The NPFC will only approve funds for expenditures, costs, and activities that are properly documented per the Agreement.

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5. The purpose of the initiate funding authorization is to allow the trustees to get started with activities and begin the assessment process. The line which you footnoted in the Agreement Certification section of the Agreement does require the FLAT to reimburse the OSLTF in the event a court later determines that the activities were not within the scope of 15 CFR 990, Subpart D. Your reference to the Anti-Deficiency Act is with the understanding that any funds that can be available through any appropriation will be used for reimbursement if such becomes necessary. This agreement is required to allow us to address your funding concerns and allow you to rapidly begin the assessment process including- the capturing of ephemeral data. If you require absolute certainty of all funding outcomes based on NPFC documentation review before you take action, then the NRDA claims process is the more appropriate avenue for funding.
6. With respect to Task 3, please note that damage caused by "the presence o-f the vessel *New Carissa*" is not an OPA compensable damage. We asked for additional information on the trustees for the natural resources being studied. Any funding provided to the FLAT through this agreement should not be taken as a determination by the NPFC as to the NRD claimant status of the particular entities listed under Task 3.
7. With respect to the costs identified under items I.-4. of Section V.B. (costs associated with activities collectively identified as "Task 6" in reference (b)), please note that attorney fees, per se, are not recoverable under OPA. Detailed information needs to be submitted with any invoices showing how these costs are OPA compensable assessment and initiate costs. In previous correspondence and in telephone conversations we highlighted the need for further documentation of the case management costs. We will review the invoice documentation when you submit it for payment.
8. If you have any questions, please do not hesitate to call or write.

/s/ GREGORY W. BUIE

By direction

Encl: (1) Inter-Agency Agreement Number 28/99/46/9/H/X3/065

INTERAGENCY AGREEMENT TO  
INITIATE  
NATURAL RESOURCE DAMAGE ASSESSMENT UNDER OPA  
BETWEEN THE  
NATIONAL POLLUTION FUNDS CENTER AND THE  
FEDERAL LEAD ADMINISTRATIVE TRUSTEE

FPN S-99018 IAG 28/99/46/9/H/X3/065

- I. As the Federal Lead Administrative Trustee (FLAT), the Department of Interior, Bureau of Land Management requests the obligation of funds under this Inter-Agency Agreement (the "Agreement") between the National Pollution Funds Center (NPFC) and the FLAT to Initiate a Natural Resource Damage Assessment (NRDA) for the following oil spill incident (the "Incident"):

Name: M/V New Carissa  
Date Occurred: 4 February 1999  
Location: Coos Bay and Waldport, Oregon

This Agreement should be submitted in writing on behalf of the affected NRD Trustees to the NPFC Regional Manager. The Regional Manager will assign a specific Case Officer to coordinate access to the Oil Spill Liability Trust Fund (OSLTF).

II. Potential Trustee Notifications:	Contacted	Participating
	<u>Yes / No</u>	<u>Yes / No</u>
Department of Agriculture (USDA)	<u>X /</u>	<u>X /</u>
Department of Defense (DOD)	<u>/ X</u>	<u>/</u>
Department of Energy (DOE)	<u>/ X</u>	<u>/</u>
Department of the Interior (DOI)	<u>X /</u>	<u>X /</u>
Department of Commerce (DOC)	<u>X /</u>	<u>X /</u>
State/Commonwealth/Territory of Oregon	<u>X /</u>	<u>X /</u>
State/Commonwealth/Territory of _____	<u>/</u>	<u>/</u>
State/Commonwealth/Territory of _____	<u>/</u>	<u>/</u>
Indian Tribe Representative(s) _____	<u>/</u>	<u>/</u>
Indian Tribe Representative(s) _____	<u>/</u>	<u>/</u>
Coquille Indian Tribe	<u>X /</u>	<u>X /</u>
Confederated Tribes of the Siletz Indians	<u>X /</u>	<u>X /</u>
Confederated Tribes of the Coos, Lower Umpqua, and Siuslaw Indians	<u>X /</u>	<u>X /</u>

III. Request for Funds:

Amount of this request	\$ <u>545,381</u>
Previous amount	\$
Total amount requested	\$ <u>545,381</u>

The amount requested may be generated by the FLAT's field representative; however, the request must be signed by a federal official with the authority to sign such funding agreements.

IV. Uses:

These funds are to be used only for the preassessment phase activities in the initiation of a N@RDA. This is the process outlined in 15 CFR 990, Subpart D, by which trustees must determine whether there is Jurisdiction to pursue restoration under OPA and, if so, whether it is appropriate to do so.

V. FLAT's Allocation Plan for Use of Funds:

The plan for use of funds should include the participants, a list of activities to be performed, the resources required to perform each activity, and the estimated cost of those resources. It must include input from all participating Trustees. The NPFC will review the plan for consistency, reasonableness of cost for specific resources, and mathematical accuracy.

A. Participant's Use of Funds:	Estimated Costs
DOI	\$ <u>69,448</u>
DOC	\$ <u>244,256</u>
USDA	\$ <u>26,400</u>
DOE	
DOD	
STATE/Commonwealth/Territory of Oregon	\$ <u>149,177</u>
STATE/Commonwealth/Territory of Indian Tribe Representative(s)	
Indian Tribe Representative(s) Tribes	\$ <u>56,100</u>
Other	
Other	
TOTAL (All of the Above Trustees)	\$ <u>545,381</u>

B. Estimated Cost and Completion Dates For Activities:

	Cost*	Completion
1. Notifications/Coordination	\$ <u>25,000</u>	<u>11/99</u>
2. Travel and Per Diem	\$ <u>43,915</u>	<u>11/99</u>
3. Equipment and Supplies (if not covered elsewhere)		
4. Administration/Management	\$ <u>218,085</u>	<u>11/99</u>
5. Limited data collection, sampling, and analysis		
Task 1: Snowy Plover Population Assessment (no request for funding under pre-assessment)	<u>0</u>	<u>4/00</u>
Task 2: Bird Exposure Assessment	\$ <u>19,660</u>	<u>9/99</u>
Task 3-. Lost Recreational Use and Cultural Injury Assessment	\$ <u>33,356</u>	<u>11/99</u>
Task 4: Pre-Assessment of Marine and Estuarine Natural Resources at Risk from Damage	\$ <u>91,765</u>	<u>9/99</u>
Task 5: Oil Weathering and Fate Assessment Pre-Assessment Data Report	\$ <u>113,600</u>	<u>9/99</u>
6. Report Preparation (including notice documents)		
TOTAL REQUESTED AMOUNT	\$ <u>545,381</u>	

Activity summaries, budget breakdowns, and computations on other basis of each of these estimates (including personnel [(# persons)x(\$/day)], equipment [(# days)x(\$/day)] and contractor estimates) should be attached to this IAG. - See enclosures 1 and 2.

\* Does not include cost of any item already approved by RP; see 6/28/99 submission for specifics of amount funded by RP and the specifics of each task

VI. Documentation and Reimbursement:

As further explained in Appendix A, "Terms and Conditions", Section 5C, the FLAT coordinates all Initiate activities and subsequently provides documentation to the NPFC of all expenditures, costs, and activities conducted under this Agreement for which the FLAT will be reimbursed. This documentation shall itemize costs incurred to Initiate the NRDA, including: daily expenditures by individual, giving name, title or position, activity performed, time on task, salary or hourly rate, travel cost, per diem, out of pocket or extraordinary expenses;

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equipment purchased or rented, with the daily or hourly rate; and materials and consulting fees. All documentation will be compiled on a daily basis. Costs may be based on standard rates, including an overhead or indirect cost charge. If Trustee(s) choose this approach, they must also provide the justification or rationale for the rates so that they can be defended in cost recovery. OMB Circular A-87 principles and standards will apply, as appropriate for State Trustees and Indian Tribe Trustees.

Documentation shall include details of payments they have received from the responsible party, guarantor, a third party source, or a Congressional appropriation. The FLAT will review all of the cost documentation and certify that the costs submitted by each of the participating Trustees were reasonable and consistent with 15 CFR 990 Subpart D, and further that the amounts requested have not been and will not be sought from any other source.

The FLAT submits an SF-1080 (or SF-1081 or equivalent voucher) along with cost documentation to the NPFC to obtain direct reimbursement. When the FLAT wants the NPFC to reimburse the participating Trustees directly, the FLAT should submit separate vouchers for each Trustee. The FLAT must identify in its final request for reimbursement the remaining unexpended balance to be deobligated under this IAG.

Within sixty (60) days of the completion of Preassessment activities, the FLAT will provide a written invoice to the NPFC using form SF-1080, Voucher for Transfer Between Appropriations or SF-1081, or an equivalent form, accompanied by the documentation as described. Transfer instructions will be provided on the SF-1080.

The FLAT should also provide a copy of the Preassessment documentation, as soon as it is available. If Preassessment activities are not finished upon clean-up or completion, the NPFC requires Interim Reports and related cost documentation submissions every 90 days after clean-up is complete.

When the NPFC does not receive the Final Report within 60 days after the completion of Initiation activities, the Case Officer may notify the FLAT by letter to submit the Final Report or remaining amounts will be deobligated within 90 days. The Final Report should involve a narrative summary in layman's language, explaining what was done and why. This report will help to support cost recovery efforts. Due to extenuating circumstances extensions will be granted upon written request.

#### VII. Cost Recovery:

Under normal circumstances, the amount reimbursed to Trustees will be billed to the RP(s). The FLAT shall ensure that all Trustees involved in this Incident agree to assign cost recovery actions arising from this Incident to the OSLTF, to the extent they represent costs reimbursed pursuant to this Agreement. In addition, the FLAT agrees to cooperate fully with the NPFC in any claim or action by the OSLTF against the RP, guarantor, or other persons to recover costs from this incident. The FLAT shall notify the NPFC of any negotiation(s) to execute an agreement between any Trustee and RP/guarantor.

VIII. Supplemental Requests:

Nothing in this Authorization prohibits the FLAT from requesting supplemental funds for the same Incident. Whenever it appears that actual costs may exceed the initially requested amount, the FLAT should promptly request supplemental funding in the same manner as the original request. Until such supplemental funds are obligated by an amendment to the JAG, the FLAT must take appropriate action to prevent exceeding the previously obligated amount. The NPFC will not reimburse the FLAT for costs in excess of the signed Agreement and supplemental.

IX. Deobligation:

This Agreement will be closed ninety (90) calendar days from the date of completion of the Reassessment Activities, including the submission of cost documentation and reports. As previously stated in Section VI of this Agreement, if this cost documentation is not forthcoming within that time, the NPFC will notify the FLAT of the intent to deobligate any amounts for which documentation has not been submitted. If documentation is still not submitted, in the subsequent ninety (90) calendar day period, the undocumented amount will be deobligated. If required, extensions will be granted upon written request.

X. Agreement Certification And Assignment Of Contact Person:

I certify that USDI is the FLAT, and that I am authorized to sign this document on behalf of the Trustees. I further certify that all actions to be funded are for Initiate activities, as described in 15 CFR 990, Subpart D, and I agree to refund any disallowed amounts related to incident activities described herein.<sup>1</sup>

/s/

Elaine Y. Zielinski  
OR/WA State Director, BLM  
For the Department of the Interior

7/29/99  
(Date)

FLAT Contact Person:

Larry Mangan, Bureau of Land Management

Address:

1300 Airport Lane

North Bend, OR. 97459

Phone:

(541) 751-4231

Fax:

(541) 751-4303

<sup>1</sup> Please see attached cover letter.

XI. Authorization and Authority:

In accordance with Oil Pollution Act of 1990 (33 USC 2752(b)), the NPFC authorizes the obligation of funds to the (Department Name, Acronym) Dept. of the Interior, BLM to Initiate an NRDA for the Incident and activities described in the request dated 7/29/99 (to agree with date in Paragraph X). Total amount of funds available under this Agreement shall not exceed \$545,381. The Federal Project Number S99018 and the Inter-Agency Agreement Number 28/99/46/9/H/X3/065 must be referenced on cost documentation and all requests for reimbursement from the OSLTF.

(Signature of NPFC Regional Manager)

( Date)

NPFC Contact Person:

LCDR Gregory W. Buie

Address:

Director, USCG National Pollution Funds Center

4200 Wilson Blvd. Suite 1000

Arlington, VA 22203-1804

Telephone:

(202) 493-6729

Fax:

(202) 493-6896

- Enclosures: 1. USDOJ BLM ltr 1703 (NRDA)(932) of July 30, 1999 to CWO2 Moberg, NPFC  
2. USDOJ BLM ltr 1703 (NRDA)(932) of June 28, 1999 to CDR. Ryan, NPFC

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