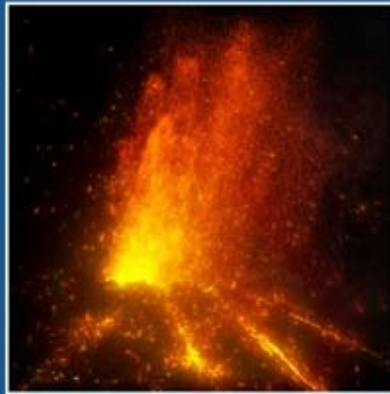


U.S. Department of the Interior (DOI)

All-Hazards Supplement to the Interagency Incident Business Management Handbook



Office of Emergency Management
&
Office of Financial Management

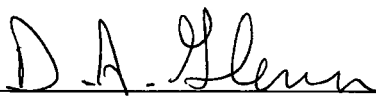
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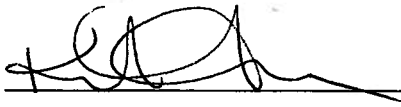
APPROVAL


This supplement establishes business management guidelines for the Department of the Interior's (DOI's) all-hazards incidents. Unless specifically notated in this supplement to the Interagency Incident Business Management Handbook PMS-902 (IIBMH) or prohibited by agency policy, all business practices addressed in Chapters 10-80 of the IIBMH apply to DOI all-hazards incidents. An electronic version of the IIBMH is located at: http://www.nwccg.gov/pms/pubs/iibmh2/pms902_201208.pdf. An electronic version of this handbook is located at: <http://www.doi.gov/emergency/all-hazards-responders.cfm>.


This supplement and the IIBMH establish intra- and interagency mechanisms for DOI involvement in domestic incident management operations. These mechanisms include coordinating structures and processes for incidents requiring agency support. The supplement is applicable to all DOI headquarters and field organizational components that may be required to provide assistance or conduct emergency operations in the context of actual or potential incidents.

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Department of the Interior

All-Hazards Supplement to the Interagency Incident Business Management Handbook

This document provides direction for the Department of the Interior (DOI) and supplements the Interagency Business Management Handbook (IIBM), PMS-902.

ALL-HAZARDS INCIDENT BUSINESS MANAGEMENT

Supplement No: DOI-01-2014
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Superseded Document(s) by Issuance Number:	N/A	N/A

Digest:

- Establishes this supplement and the IIBM by reference as the business practice guidance for all DOI all-hazards incidents.
- Clarifies guidance regarding guaranteed hours, days off, stand downs, and resetting length of assignments.
- Addresses biweekly payroll limitation waivers, requesting temporary (1039) work hour waivers, and the full range of duties/categories for earning hazard pay and environmental differentials.
- Clarifies requests for per diem meals and incidental expenditures and lodging actual expenses.
- Addresses acquisition reporting requirements, relief available for impacted units, delegation of procurement authority, and sources of supply.
- Clarifies the use of government purchased gasoline for privately owned vehicles.
- Clarifies all-hazard specific language for providing food at the official duty station.
- Adds information regarding the return and/or disposal of property purchased on an incident.
- Provides general information regarding the reimbursable items and reimbursement procedures for responses conducted under the Stafford Act that utilize Federal Emergency Management Agency (FEMA) Mission Assignments (MAs), Oil Pollution Act that utilize Pollution Removal Funding Authorizations (PRFAs), and Economy Act that utilize Reimbursable Support Agreements (RSAs).

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0.0 PURPOSE

This supplement establishes business management guidelines for the Department of the Interior's (DOI's) all-hazards incidents. Unless specifically notated in this supplement to the Interagency Incident Business Management Handbook PMS-902 (IIBMH) or prohibited by agency policy, all business practices addressed in Chapters 10–80 of the IIBMH apply to DOI all-hazards incidents. An electronic version of the IIBMH is located at: http://www.nwccg.gov/pms/pubs/iibmh2/pms902_201208.pdf. An electronic version of this handbook is located at: <http://www.doi.gov/emergency/all-hazards-responders.cfm>.

This supplement and the IIBMH establish intra- and interagency mechanisms for DOI involvement in domestic¹ incident management operations. These mechanisms include coordinating structures and processes for incidents requiring agency support. The supplement is applicable to all DOI headquarters and field organizational components (**Appendix A**) that may be required to provide assistance or conduct emergency operations in the context of actual or potential incidents.

Uniform application of interagency and intra-agency policies and guidelines are necessary. Bureaus and offices will follow the guidance established in this supplement and the referenced handbook in all incident business management functions, except where specific agency legal mandates, policies, rules, or regulations direct otherwise.

This supplement must be kept current and made available to incident and agency personnel. Changes to the supplement may be proposed by any bureau or office through the Emergency Coordinator for a variety of reasons: new law or regulation, legal interpretation or opinion, clarification of meaning, etc. If the proposed change is relevant to other bureaus/offices, the proponent should first obtain national headquarter level review and concurrence before forwarding to the DOI Office of Emergency Management (OEM). OEM will prepare draft amendments for the DOI Emergency Management Council (EMC) to review before being finalized and distributed by OEM and the DOI Office of Financial Management.

0.1 Authorities

DOI responds to emergencies based on policy provided in DOI Department Manual (DM), Parts 900–910 (January 4, 2006) – DOI. Each bureau and office is responsible for responding to emergencies based upon their own authorities and programs. In addition, bureaus and offices respond based on a broad set of authorities including, but not limited to, the following:

- Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), P.L. 93-288, as amended – The Act is implemented through the *National Response Framework* (NRF). An annual appropriations bill gives federal agencies the authority to reimburse to state and local governments. The President, in Executive Order 12148, delegated all functions, except those in Section 301, 401, and 409, to the Administrator, Federal Emergency Management Agency (FEMA).
- Homeland Security Presidential Directive 5 (HSPD-5) *Management of Domestic Incidents* established a single, comprehensive national incident management system and Presidential Policy Directive 8 (PPD-8) *National Preparedness* established the NRF. The NRF presents the guiding principles that enable all response partners to prepare for and provide a unified national response to disasters and emergencies. It establishes a comprehensive, national, all-hazards

¹ DOI employees responding on incident management operations taking place in the territories and freely associated states shall follow these policies as well with consideration of applicable insular government regulations and policies.

approach to domestic incident response. Nothing in the NRF alters the existing authorities of individual federal departments and agencies. **The NRF does not convey new authorities upon the Secretary of Homeland Security or any other federal official.** The NRF can be found at <http://www.fema.gov/national-response-framework>.

Additionally, PPD-8 established the *National Disaster Recovery Framework* (NDRF), a comprehensive national framework for recovery after response. The NDRF enables effective recovery support to disaster-impacted states, tribes, territorial and local jurisdictions. It provides a flexible structure that enables disaster recovery managers to operate in a unified and collaborative manner. It also focuses on how best to restore, redevelop, and revitalize the health, social, economic, natural, and environmental fabric of the community and build a more resilient Nation. The NDRF can be found at <http://www.fema.gov/pdf/recoveryframework/ndrf.pdf>.

- The Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA) – Title VI of the Department of Homeland Security Appropriations Act, 2007, P.L. 109-295, 120 Stat. 1355 (2006), clarifies and modifies the Homeland Security Act with respect to the organizational structure, authorities, and responsibilities of FEMA and the FEMA Administrator. In addition to these modifications, PKEMRA made some changes to both the Homeland Security Act and the Stafford Act.
- The Sandy Recovery Improvement Act of 2013 – Section 1110 amends the Stafford Act to provide for an option for the Chief Executive of a federally recognized Indian tribe to make a direct request to the President for a major disaster or emergency declaration. The amendment provides that tribes may elect to receive assistance under a state’s declaration, provided that the President does not make a declaration for the tribe for the same incident.
- Service First Legislation – P.L. 106-291, as amended, authorizes the Secretaries of the DOI and U.S. Department of Agriculture (USDA) to make reciprocal delegations of their respective authorities, duties, and responsibilities in support of the Service First initiative agency-wide to promote customer service and operational efficiency. Service First may be used in place of or in addition to the Economy Act to expedite interagency cooperation.
- The National Emergencies Act – 50 U.S.C. 1601-1651 (2005) establishes procedures for Presidential declaration of a national emergency and the termination of national emergencies by the President or Congress.
- The Office of Federal Procurement Policy Act – 41 U.S.C. 428a (2004) authorizes emergency procurement authorities (1) in support of a contingency operation; or (2) to facilitate the defense against or recovery from nuclear, biological, chemical, or radiological attack against the United States. Also reference Federal Acquisition Regulation (FAR) Part 18.2.
- The Emergency Federal Law Enforcement Assistance Act (EFLEA) – 42 U.S.C. 10501 (2006) authorizes the attorney general, in a law enforcement emergency and upon written request by a governor, to coordinate and deploy emergency federal law enforcement assistance to state and local law enforcement authorities.
- Comprehensive Environmental Response, Compensation and Reauthorization Act (CERCLA) - 42 U.S.C. 9605 (1980), as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA); P.L. 99-499, and by section 311(d) of the Clean Water Act (CWA); 33 U.S.C. 1321(d), as amended by the Oil Pollution Act, commonly known as Superfund, created a tax on the chemical

and petroleum industries and provided broad federal authority to respond directly to releases or threatened releases of hazardous substances that may endanger public health or the environment. CERCLA also enabled the revision of the National Contingency Plan.

- Oil Pollution Act (OPA) - P.L. 101-380 (1990), largely in response to rising public concern following the *Exxon Valdez* incident, the OPA improved the nation's ability to prevent and respond to oil spills by establishing provisions that expand the federal government's ability, and provides the money and resources necessary, to respond to oil spills. The OPA also created the national Oil Spill Liability Trust Fund (OSLTF), which is available to provide up to one billion dollars per spill incident.
- National Oil and Hazardous Substances Pollution Contingency Plan. (NCP, 40 CFR 300) – The NCP provides the organizational structure and procedures for preparing for and responding to discharges of oil and releases of hazardous substances, pollutants, and contaminants. The NCP is required by section 105 of CERCLA. The NCP identifies the national response organization that may be activated in response actions to discharges of oil and releases of hazardous substances, pollutants, and contaminants in accordance with the authorities of CERCLA and the CWA. It specifies responsibilities among the federal, state, and local governments and describes resources that are available for response, and provides procedures for involving state governments in the initiation, development, selection, and implementation of response actions pursuant to CERCLA. The NCP works in conjunction with the NRF through Emergency Support Function 10 – Oil and Hazardous Material Response.
- The Economy Act – 31 USC 1535-1536 (2005) authorizes federal agencies to provide goods or services, on a reimbursable basis, to other federal agencies when more specific statutory authority does not exist.

0.2 All-Hazards Definitions

Definitions for terms used throughout this supplement are located in Appendix C: Glossary of the IIBMH (not Appendix C of the DOI Supplement). This section reproduces the most common definitions used in the DOI Supplement.

All-Hazards Incident – An incident, natural or man-made, that warrants action to protect life, property, the environment, and/or public health or safety, and minimizes disruptions of government, social, or economic activities.

Disaster – An unforeseen and often sudden event, such as an accident or a natural catastrophe, that causes great damage, destruction and/or loss of life or property that causes serious disruption of the affected area.

DOI Principal Planner – Individual[s] assigned responsibility by the head of bureaus/offices for interagency coordination, planning, preparedness, and response activities for NRF Emergency Support Functions (ESFs), Incident Annexes or Support Annexes or NDRF Recovery Support Functions (RSFs) which are delegated to the bureau/office.

Emergency – Part 900 of the DM defines emergency as, “an unusual event or incident that requires bureau/office response to return to normal operations.” Under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, an emergency is defined as any occasion or instance for which, in the

determination of the President, federal assistance is needed to supplement state and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.

Emergency Support Function (ESF) – The primary mechanism used by FEMA at the operational level to organize and provide assistance to state, local, and tribal governments. ESFs align categories of resources and provide strategic objectives for their use in response efforts. ESFs utilize standardized resource management concepts such as typing, inventorying, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident.

ESF Coordinator – The entity that has management oversight for a particular ESF, as designated by the NRF. The coordinator has ongoing responsibilities throughout the preparedness, response, and recovery phases of incident management.

ESF Primary Agency – A federal agency that has significant authorities, roles, resources, or capabilities to perform a particular function for a FEMA designated ESF. A federal agency designated as an ESF primary agency serves as a federal executive agent under the Federal Coordinating Officer (or Federal Resource Coordinator for non-Stafford Act incidents) to accomplish the ESF mission.

ESF Support Agency – An entity that has specific capabilities or resources that can support the primary agencies in executing the mission of a FEMA designated ESF.

Federal Coordinating Officer (FCO) – The official (primarily from FEMA) appointed by the President to execute Stafford Act authorities, including the commitment of FEMA resources and issuance of FEMA MAs to mobilize other federal departments or agencies to assist the federal response effort. In all cases, the FCO represents the FEMA Administrator in the field to discharge all FEMA responsibilities for the response and recovery efforts. For Stafford Act events, the FCO is the primary federal representative with whom the State Coordinating Officer and other state, tribal, and local response officials interface to determine the most urgent needs and set objectives for an effective response in collaboration with the Unified Coordination Group.

Federal Disaster Recovery Coordinator (FDRC) – The FDRC acts as a deputy to the FCO for all matters concerning disaster recovery. The FDRC is responsible for facilitating disaster recovery coordination and collaboration between the federal, state, local and tribal governments, the private sector and voluntary, faith-based and community organizations.

Federal On-Scene Coordinator (FOSC) – The official responsible for directing responses to an oil spill and hazardous substance release reported to the federal government. The FOSC coordinates all federal response efforts and provides support and information to local, state, and regional response communities. The FOSC is an agent of either the Environmental Protection Agency (EPA) or the U.S. Coast Guard (USCG), depending on where the incident occurs. EPA FOSCs have primary responsibility for spills and releases to inland areas and waters, while USCG FOSCs have responsibility for coastal waters and the Great Lakes.

Major Disaster – Under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, any natural catastrophe (which may include a hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, or snowstorm) or, regardless of cause, any fire, flood, or explosion in any part of the United States that, in the determination of the President, causes damage of sufficient severity and magnitude to warrant major federal disaster assistance be provided under the Stafford Act to supplement the efforts and available resources of states, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

FEMA Mission Assignment (MA) – The mechanism used by FEMA to obtain federal support for response/recovery operations under a Stafford Act major disaster or emergency declaration. It outlines immediate, short-term federal emergency response assistance that should be made available when an applicable state or local government is overwhelmed by the event and lacks the capability to perform, or contract for, the necessary work.

Pollution Removal Funding Authorization (PRFA) – The mechanism used by either the USCG or the EPA as the lead federal responder to obtain support from other federal agencies to conduct federal response activities to an oil spill or discharge pursuant to the NCP. A PRFA outlines the tasks to be performed by the recipient agency and authorizes reimbursable funding for operations subsequently conducted and properly documented.

Recovery – The phase that starts after the immediate threat to human life and the environment has subsided.

Recovery Support Function (RSF) – The NDRF introduced six Recovery Support Functions (RSFs) that are led by designated federal coordinating agencies. The RSFs comprise the coordinating structure for key functional areas of assistance. Their purpose is to support local governments by facilitating problem solving, improving access to resources, and fostering coordination among state and federal agencies, nongovernmental partners, and stakeholders.

Response – The phase of an emergency that begins with early intervention to protect lives, property, and the environment, and then turns to fulfilling the basic humanitarian needs of the affected population.

Unified Coordination Group (UCG) – Comprised of senior leaders representing state and federal interests and, in certain circumstances, tribal governments, local jurisdictions, private sector, and/or nongovernmental organizations, leads FEMA incident management operations at the incident level. The UCG typically consists of the FCO, the State Coordinating Officer (SCO), and senior officials from other agencies or organizations with primary statutory or jurisdictional responsibility—as well as those with significant operational responsibility for one or more functions of an incident response.

10.0 PAY PROVISIONS

Federal employees responding to all-hazards assignments will follow procedures outlined in Chapter 10 of the IIBMH and applicable agency regulations, unless specifically addressed in this supplement.

10.1 Casual Hiring

Casuals may be hired for all-hazards response² as long as all conditions of the current DOI Administratively Determined (AD) Pay Plan for Emergency Workers (AD Pay Plan) are met. During the response phase, it is appropriate to hire and retain casual employees for the emergency response; however, once the incident transitions to the recovery phase, casual employees should be demobilized and other employment methods utilized.³ These conditions and other specific hiring guidance are found electronically at: http://www.nwcg.gov/branches/pre/ibc/documents/personnel/doi_ad_payplan.pdf.

² As defined in the NRF, response activities include immediate actions to save lives, protect property and the environment, and meet basic human needs. Response also includes the execution of emergency plans and actions to support short-term recovery.

³ As defined in the NDRF, recovery activities include the development, coordination, and execution of service and site-restoration plans; the reconstitution of government operations and services; individual, private-sector, non-

The AD Pay Plan states, *“Point-of-Hire is defined as the location of the unit where hiring documentation is completed. The hiring unit may determine an alternate location as the point-of-hire to allow for remote hiring of an individual and begin pay status from that location.”*

Therefore, when hiring casuals remotely, it is imperative to discuss whether travel will be reimbursed from the point-of-hire location or an alternate location. Some geographic areas have issued supplements to Chapter 10 of the IIBMH requiring hiring units to only sponsor casuals within their respective dispatch’s zone of influence.

10.2 Guaranteed Hours and Stand Downs

Personnel on detail assignments are not considered to be on an incident assignment and are not compensated for normally scheduled days off if not performing work. Additionally, when stated on the resource order(s) prior to acceptance, all-hazards incidents may elect to not reimburse base hours not worked on short-duration planned assignments, if it is a normally scheduled day off at the home unit.

When the incident has “stand down” days where personnel are unable to perform duties (or alternative assigned tasks) due to weather or holiday, the incident will reimburse base hours unless it is the employee’s normally scheduled day off at the home unit.

Chapter 10 of the IIBMH states: *“Every day is considered a workday during an incident assignment until the assignment is over or the individual is officially released from the incident. All individuals are ensured pay for base hours of work, travel, or ordered standby at the appropriate rate of pay for each workday. Exception: When personnel are required to take a mandatory day off which falls on their normal day off, there will be no pay or any other form of pay compensation.”*

For planned multiple days of “stand down,” such as for holidays, the incident may elect to release the individual and place a name-request order for the individual to return once the “stand down” is over. The employee’s travel to and from the incident will be reimbursed by the incident in accordance with Federal Travel Regulations (FTRs).

10.3 Length of Assignment and Days Off

Many all-hazards incident responses require an extensive assignment length (e.g., sometimes 30 days or longer depending on the need). Risk management discussions for extensions beyond the IIBMH standard 14 day assignment length should include the following considerations (which could shorten or lengthen an assignment):

- Living conditions, such as sleeping accommodations, extreme temperatures, and noise factors
- Duty day lengths, daily travel times, and travel methods
- Environmental conditions of the situation and fatiguing factors
- Elements of danger involved in the specific duties of the individual
- Anticipated duration of the incident and national availability of resources

governmental, and public-assistance programs to provide housing and to promote restoration; long-term care and treatment of affected persons; additional measures for social, political, environmental, and economic restoration; evaluation of the incident to identify lessons learned; post-incident reporting; and development of initiatives to mitigate the effects of future incidents.

- Expectations of assignment length of the resource and the home unit supervisor
- Individual's home unit and personal situations.

All orders for all-hazard incidents must detail the specific length of assignment exclusive of travel.

The possible extensions are explained in further detail in IIBMH Chapter 10-23. In the course of long-duration incidents, after the fulfillment of their full length of assignment, personnel who wish to fill another assignment shall be released from the original incident for a minimum of two days (excluding travel) before accepting a new assignment. While it's not mandatory for the individual to travel back to the home unit, travel home is recommended for the safety and welfare of all personnel. The decision for an individual to not travel shall be made by the Incident Commander (IC) after completing a risk analysis and documenting to the incident file.

Chapter 10 of the IIBMH states: *"After completion of a 14-day assignment and return to the home unit, 2 mandatory days off will be provided (2 after 14). Days off must occur on the calendar days immediately following the return travel in order to be charged to the incident. If the next day(s) upon return from an incident is/are a regular work day(s), a paid day(s) off will be authorized."*

Because the IC's or Agency Administrator's (AA's) authority to grant day offs with pay lies within 5 U.S.C. 6104, 5 CFR 610.301-306 and 56 CG Decision 393 (1977), it has been accepted and reimbursed by FEMA and FOSCs. This is a matter that should be discussed at the beginning of each all-hazards incident to ensure the parties involved are in agreement on the reimbursement decision.

10.4 Reimbursement of Payroll Costs

The reimbursement of base hours should be discussed at the beginning of each all-hazards incident to ensure the parties involved are in agreement on the reimbursement decision. As a general rule for responses to all-hazards incidents, a deployed employee's base payroll costs that are funded by current year appropriated funds is not a reimbursable cost, unless 1) the deployed employee's base payroll costs are normally paid out of non-appropriated, special, permanent, or trust funds, or 2) the deployed employee was brought out of non-pay status to work on the incident response on a special project bases. A deployed employee's overtime payroll costs are reimbursable.

The Bureau of Reclamation, U.S. Geological Survey, and some other office and bureau employees within DOI are paid with non-appropriated funds and require the base salary costs be included in the reimbursement under the Economy Act. Questions on this matter should be referred to the appropriate agency incident business or administrative representative.

10.5 Biweekly Earning Limitation

The biweekly earning limitation on premium pay contained in 5 CFR 550.105 is not automatically waived for DOI general-schedule employees working in connection with all-hazards responses.

In accordance with 5 CFR 550, there are emergency situations for which the biweekly pay cap may be lifted to an annual pay cap status. For the purpose of this supplement, the definition of "emergency" is defined in 5 CFR 550.103(iii) as *"...a temporary condition posing a direct threat to human life or property."*

This definition includes emergencies involving national security, firefighting, infectious disease, threatening emergency disaster, or any act needed to preserve and protect the natural or cultural

resources defined by the Bureau Director as being “mission critical” for DOI. The following examples identify situations in which the lifting of the pay cap from biweekly to annual would apply:

- The nature of the emergency or mission-critical event requires the deployment of DOI resources to secure the event.
- If DOI is requested to provide emergency assistance under a reimbursable inter-/intra-agency reimbursable agreement (IAA), and the DOI employees are deployed by the other agency, the biweekly pay cap can be lifted to an annual pay cap for the duration of time they are assigned to the emergency.
- During Homeland Security assignments, when the national threat level is raised according to the National Terrorism Advisory System, the biweekly pay cap can be lifted to an annual pay cap for employees (including backfill positions for the employee out on an actual assignment) for the duration of their assignment. The lifting of the pay cap can include assignments to DOI “icon sites,” critical infrastructure, or other areas designated as mission-critical during elevated threat levels.

Due to the nature of the emergency or mission-critical event, other situations may exist which might also meet the standards for lifting the pay cap. All requests for lifting the biweekly pay cap must be submitted with justification through the bureau’s Human Resource Director to the Department’s Senior Advisor to the Deputy Assistant Secretary for Human Capital and Diversity. Once approval is received, lifting the biweekly pay cap is continued until the emergency situation ends. At the conclusion of the emergency, the biweekly pay cap shall be reinstated.

The amount of the annual premium pay cap is computed by multiplying the applicable biweekly rate by the number of biweekly salary payments in the given year (5 CFR 550.106 d). Although there is an average of 26.1 pay periods in a fiscal year, in some fiscal years some employees may have 27 biweekly salary payments. For these years, the applicable annual cap is equal to the applicable biweekly rate multiplied by 27. Individuals should check with their budget or finance offices for the particulars on this calculation, as it depends on the fiscal year. The annual premium pay cap cannot be lifted.

Individuals entitled to lift the biweekly pay cap will need to request that their home unit timekeeper check the box next to “*Fighting Forest Fires (not subject to biweekly maximum)*”⁴ under the Special Pay Calculations header on the Remarks tab of Quicktime. Only the timekeeper has access to the Remarks screen in Quicktime.

Any lifting of pay caps from biweekly to annual will become effective on the first day of the pay period in which the event was determined as meeting the criteria expressed in this bulletin and when employees were engaged to support the event. The decision to lift the biweekly pay cap should be made as soon as practicable after the emergency is declared.

10.6 Temporary (1039) Work Hours Waiver

Employees hired under a 1039-hour temporary appointment assigned to incidents are not automatically waived of the 1040-hour limit. However, the extraordinary circumstances of some incidents may justify a

⁴ A change request has been submitted to Quicktime to better reflect the situations that can cause the biweekly paycap to be lifted. This will change the item to check from “*Fighting Forest Fires (not subject to biweekly maximum)*” to “*Emergency Response Activities (bi-weekly maximum waiver granted)*.” Anticipated implementation is August 2014.

request to allow temporary employees the authority to work over the hour limitation when assisting with response and recovery operations.

Formal requests for the waiver may be considered when:

- DOI employees have been deployed to support emergency response and recovery requirements and when permanent employees alone cannot meet the needs of the response on:
 - Federal lands
 - Coordinating response in support of tribes for which DOI has trust responsibilities
 - Providing support to FEMA in assisting impacted state and local jurisdictions.

A waiver may be requested from the Office of Personnel Management through the Department's Senior Advisor to the Deputy Assistant Secretary for Human Capital and Diversity by the bureau's Human Resources Director when the nature of the incident response is time sensitive and it is in the best interest of the government to use personnel who are already trained and working in temporary hire and/or wildland firefighting positions rather than recruiting and training new personnel for incident assignments.

10.7 Overtime

Public Law 106-558, which provides equal overtime pay provisions for exempt employees engaged in wildland fire suppression operations, does not apply to personnel involved in hurricanes, floods, non-fire FEMA incidents, or other all-hazards assignments (reference IIBMH Chapter 10). Employees should only use Quicktime code 110 for all-hazards incident overtime, as the 113 code is only authorized for wildland fire incidents. Exempt employees of the United States Forest Service (FS) and the DOI have their overtime hourly rate capped at the GS-10 Step 1 level or their base rate of pay, whichever is greater. Agencies do not have authority to grant exceptions or waivers to the law.

10.8 Hazard Pay

Appendix A to Subpart I of 5 CFR 550 lists the specific duties to determine if hazard pay is applicable for general schedule employees. In order to be eligible for hazard pay, the duties must be beyond the normal duties expected of the employee's home unit position. Questions regarding whether the duties have been classified into a specific position shall be referred to the home unit Human Resource office. **Appendix F** to this supplement provides the full list of exposures for claiming hazard pay differentials on all-hazards incidents.

The specific reason for hazard pay must be listed on the signed Crew Time Report and Emergency Firefighter Time Report, OF-288 (or other approved all-hazards incident timekeeping forms), to assist home units in applying pay regulations. Reference Chapter 10 of the IIBMH for specific time recording for hazard pay.

10.9 Environmental Differentials

Appendix J to Subpart E of 5 CFR 532 lists the specific categories for information on environmental differential for wage grade employees. In order to be eligible for an environmental differential, the duties must be beyond the normal duties expected of the employee's home unit position. Questions regarding whether the duties have been classified into a specific position shall be referred to the home unit Human Resource office. **Appendix G** to this supplement provides the full list of exposure for claiming hazard pay differentials on all-hazards incidents.

The specific reason for the environmental differential must be listed on the signed Crew Time Report and Emergency Firefighter Time Report, OF-288 (or other approved all-hazards incident timekeeping forms), to assist home units in applying pay regulations. Reference Chapter 10 of the IIBMH for specific time recording based on actual exposure for environmental differentials.

10.10 Fair Labor Standards Act

Situations may arise where changing an employee's status (from exempt to non-exempt) under the Fair Labor Standards Act (FLSA) would be appropriate to allow the employee to be eligible for overtime pay during a specific pay period. In this case, the provisions of 5 CFR 551.211(f) concerning the status of employees under FLSA during emergency situations would apply. These provisions state that, for the duration of the emergency, the FLSA status of an employee may be changed regardless of the length of the assignment as long as it is deemed an emergency by the agency and the non-exempt work is the majority of the employee's work. Please reference the CFR citation above for complete information concerning employee status under FLSA.

Positions on all-hazards incidents that are not identified on the matrix found in Chapter 10 of the IIBMH will be determined as exempt or non-exempt on a case-by-case basis by the home unit (bureau or regional level) human resource management representative upon submission of a claim by the individual.

Chapter 10 of the IIBMH states: *"An individual may be assigned to an incident as a 'Technical Specialist.' Specialists will perform similar duties during an incident that he/she normally performs. Some examples are resource advisor, archeologist, hydrologist, or mechanic. The individual's normal FLSA determination is used to compute pay."* Therefore, employees performing duties similar to their regular duties will not be entitled to a FLSA determination of non-exempt.

Non-exempt individuals retain their non-exempt status regardless of the emergency work performed.

Exempt individuals who meet the conditions for non-exempt will need to request that their home unit timekeeper check the box next to *"Week 1 Exempt as Non-Exempt"* and/or *"Week 2 Exempt as Non-Exempt"* (based on which weeks of the pay period the exempt work occurred) under the Exempt as Non-Exempt header on the Remarks tab of Quicktime. Only the timekeeper has access to the Remarks screen in Quicktime.

10.20 COMPENSATION FOR ILLNESS/INJURY

Agencies and/or bureaus should discuss reimbursement and/or authorization of agency-provided medical care, continuation of pay, and Office of Workers Compensation injury charges when establishing agreements.

All other information related to compensation for injury or illness on an incident referenced in Chapter 10 of the IIBMH is still applicable on an all-hazards incident.

10.30 TRAVEL

Travel is compensable under a Presidential emergency declaration or other emergency response that poses an immediate risk to health, life, property, or environment, since it results from an event that could not be scheduled or controlled administratively. Provisions outlined in Chapter 10, *Travel and Related Waiting Time*, apply to these incidents. Long-term recovery and some pre-planned event incidents are not

considered administratively uncontrolled and will follow agency policies for compensation of time and travel expenses.

Compensation for travel to other types of all-hazards incidents will be determined by agencies on a case-by-case basis. Contact the appropriate agency incident business or administrative representative for questions or current guidance.

Due to incident-specific requirements, the incident personnel may request that assigned individuals arrange their own travel to and from the incident (instead of through the dispatch center) following home unit, DOI Travel policy, and FTR. This may occur when there are restrictions on the accounting codes or it is in the best interest of the incident to have personnel make their own travel arrangements.

When meals are provided free of charge to individuals that are on Temporary Duty (TDY) travel, the personnel on the incident must accordingly reduce their reimbursement claim for meal and incident expense (M&IE) per the GSA per diem schedule.

10.31 Actual Per Diem Expenses Waivers (Lodging)

When incidents occur in locations that have experienced large-scale damage, where residents have been evacuated, or when incidents occur in conjunction to high tourism, it can be difficult to find lodging within the GSA approved per diem rate. Incident personnel should strive to find alternative lodging, negotiate group discounts, or use other means to meet the GSA standard rate.

However, if it is not feasible to procure lodging within per diem, an actual per diem expenses waiver may be requested. Chapter 301-11.300 of the FTR states, "If lodging is not available at your temporary duty location, your agency may authorize or approve the maximum per diem rate of up to 300% of per diem for the location where the lodging is obtained."

In accordance with the DOI Travel policy and DM Part 205, Chapter 15, the approving official may authorize the Actual Expense method of reimbursement when a traveler is unable to obtain lodging within the prescribed rate. Prior to the trip, the traveler must provide the approving official a justification for claiming lodging that is not available within the prescribed rates and include this justification with the travel authorization. A copy of the approval letter for the incident or location(s) should be attached to the travel voucher as well.

10.32 Actual Per Diem Expenses Waivers (Meals after 30 days)

After being in temporary duty travel status for 30 consecutive calendar days or longer at one location, the incident shall reimburse the costs for transportation, lodging, and miscellaneous expenses; however, M&IE are reimbursed at the reduced rate of up to 55% of the GSA per diem rate, or less, depending on specific bureau policies (FTR 301-11.200).

In accordance with the DOI Travel Policy and DM Part 205, Chapter 15, the approving official may authorize a per diem reimbursement rate other than 55% for an extended assignment. The approving official must consider the options for lodging and meals available to the traveler. The appropriate rate must be documented prior to travel and a copy of the approval letter for the incident or location(s) should be attached to the travel voucher.

10.33 TDY within 50 miles of Employees' Duty Station

Employees requesting TDY for incident responses within 50 miles of either their duty station or residence shall follow their bureau or office's established policy for requesting a waiver.

Due to the nature of an incident, if the employee is within 30 miles of their duty station or residence, they would request a waiver under the provision that his/her safety would be jeopardized by traveling to and from the incident due to the risk involved with traveling after working long hours and/or the circumstances of the impact of the incident to the local area are severe (FTR 301-11).

20.0 ACQUISITION

Federal employees responding to all-hazards assignments will follow all applicable federal and departmental acquisition laws, policies, and regulations; and bureau procedures (including those outlined in Chapter 20 of the IIBMH) that are consistent with those sources, unless specifically addressed in this supplement. For certain incidents, bureaus may be required to submit detailed response plans that include significant acquisitions. Personnel should refer to the specific guidance for each incident.

For all incidents, bureaus shall adhere to the requirement to submit certain acquisitions to the Acquisition-Procurement Advisory Committee (APAC) for review and approval prior to solicitation and award. This review is required for all acquisitions valued at or above \$50 million dollars (base and all options), highly sensitive or important acquisitions, planned strategic sourcing initiatives, multi-agency acquisitions and/or those acquisitions requiring a business plan. If contingency circumstances create a need to immediately award an acquisition that would otherwise fall under this requirement, the Contracting Officer must notify their Bureau Procurement Chief and the Senior Procurement Executive in writing within two business days after either signing the award or giving the contractor authorization to proceed, whichever is earlier. The APAC may determine to review the acquisition after award.

For all incidents, if DOI obligates more than \$10 million dollars for contract awards in total to respond to the incident, the bureau that is primarily responsible for responding to the incident shall submit a report to the Senior Procurement Executive. The report shall list all contract actions awarded in the response to the incident and shall include the following information about each action: procurement instrument identifier (PIID), date signed, action obligation amount, base and all options value, estimated ultimate completion date, funding agency, product or service code, description of requirement, reason for the modification, and the extent to which the action was competed. The report shall be submitted within 30 days after the date on which all contract obligations exceeded \$10 million, and thereafter shall be updated monthly throughout the incident.

20.1 Acquisition Relief for Units Impacted by Emergency Events

For units of bureaus and offices impacted by a Presidential declaration of an emergency, DOI may issue specific acquisition guidance, in the form of a Department of the Interior Acquisition Policy Release (DIAPR), to request relief from some regular acquisition requirements for a particular incident. These flexibilities will be incident-specific and time-limited in nature. The individual policy document shall be referred to for specifics.

The following actions involving financial assistance administrative provisions may be taken if deemed necessary by bureaus and offices for recipients located in an impacted area where an emergency or major disaster declaration has been made by the President (under the Stafford Act) and agency-accelerated financial assistance approval has been granted by the Assistant Secretary for Policy, Management, and Budget:

- Flexibility with Grants.gov application deadlines
- Publishing on Grants.gov funding renewals/amendments
- No-cost extensions on expiring awards

- Abbreviated continuation requests
- Expenditure of award funds for salaries and other project activities
- Prior approval requirement waivers
- Extension of financial and other reporting requirements
- Extension of currently approved indirect cost rates
- Extension of closeout period
- Alternatives for record retention and cost documentation
- Significant losses of unique research tools, information, or property.

Acquisition personnel should refer to and send requests for incident-specific acquisition policy and guidance to the Office of Acquisition and Property Management (PAM). A full listing of DIAPRs is located at <http://www.doi.gov/archive/pam/diapr.html>.

20.2 Delegations of Procurement Authority

In all-hazards incidents, not all agencies or bureaus will be involved in procuring supplies and services for the incident unit. Chapter 20 of the IIBMH states: *“It is incumbent on ordering officials to request and permit only those with the properly delegated procurement authority to be assigned as procurement officers.”* A procurement officer in this instance is defined as someone who has already been granted purchase authority through normal agency channels and has been further delegated the authority to purchase for the incident specifically.

On all-hazards assignments, only qualified acquisition personnel from the incident agency or bureau should be ordered. If acquisition personnel from the incident agency or bureau are not available, the incident agency or bureau may request assistance from acquisition personnel from other bureaus (using appropriate procedures to ensure that purchases are charged to the incident agency or bureau).

20.3 Sources of Supply

Wildland fire cache supplies, national contracts, and Incident Blanket Purchase Agreements (I-BPAs) may be used to support all-hazards incidents; however, the priority for use of such resources falls with wildland fire and therefore, is subject to availability.

20.4 Government Charge Cards and Convenience Checks

Response personnel with purchasing authority who are not assigned to a buying team or other purchasing support position must obtain authorization from the incident agency or bureau and Finance/Administration Section Chief to use the government charge card and convenience checks on all-hazards incidents. Cardholders should refer to the DOI Integrated Charge Card Program Policy section entitled *“Crew Chief, Fire and Other Emergencies”* for authorized use of the purchase card. Cardholders should send requests for incident-specific charge card policy and guidance to PAM. The integrated charge card policy is located at <http://www.doi.gov/pam/programs/chargecard/index.cfm>.

20.5 Purchase of Fuel for POVs

The DOI Integrated Charge Card Program Policy prohibits the use of Government fuel in personally owned vehicles (POVs). The charge card shall not be used to purchase fuel, repairs, or maintenance services on POVs. Emergency responders must purchase their own fuel and follow bureau specific reimbursement policy.

Use of government-purchased fuel in POVs may be authorized in very rare cases of emergency responses when no other means of fuel purchase can be made. This use must be approved by the Bureau Procurement Chief. Requests for a waiver must be submitted in writing and must certify that all of the following guidelines are addressed and will be strictly followed:

- Essential Personnel Only – Fuel authorization should only be granted for those employees identified and documented by the Incident Management Team as essential personnel.
- Use of Vehicles – Personnel should only be using the vehicle receiving government fuel for travel to and from their official duty station. The vehicle shall not be used for personal activities (shopping, family functions, family activities, etc.) and personnel must identify one vehicle for this use for the remainder of the incident.
- Fuel Logs - The incident shall maintain a fuel log detailing the employee, vehicle identification information (e.g., VIN, license plate, make/model), and amount of fuel purchased. Logs should be reviewed daily by the Logistics Section Chief or Finance Section Chief to ensure there is no abuse.
- Deductions/Bills of Collection – The incident or home unit must have a process in place for either issuing a commissary-style deduction on the OF-288 or administering bills of collection to the employees for the cost-per-gallon paid by the government. The incident will be responsible for determining the cost-per-gallon.

20.6 Conditions to Provide Food at Official Duty Station

Rules for determining when it is appropriate to provide food to federal employees at their official duty stations can be found in Principles of Federal Appropriations Law, Volume I, Chapter 4(C)(5)(b)(1). The general rule is that the government cannot pay for food for employees at their official duty station. However, examples of exceptions are available for personnel in emergency situations.

Under certain circumstances, agencies may be able to provide meals to personnel at their official duty station during emergency operations which pose an immediate threat to life and property. If all of the following conditions are met, the agency, in consultation with the Solicitor's office, may determine that providing meals falls within the parameters of appropriations law:

- An immediate threat to life or property exists; **and**
- Emergency personnel are in the field engaged in emergency operations (e.g., law enforcement, search and rescue, firefighting activities – fireline personnel); **and**
- The operational period prevents personnel from taking meals at home or in the normal office/workstation environment.

For the purpose of all-hazards incidents, "in the field" is defined as "a site where emergency response activities are occurring." Other examples of emergency response work "in the field" might include law enforcement activities, search and rescue, debris removal, aerial reconnaissance operations, incident management team activities, or natural/cultural resource protection and preservation. Pre-planned events and support activities, such as dispatch and warehouse duties, would not be considered as occurring "in the field."

These instances must be taken on a case-by-case basis. Contact the appropriate agency incident business, legal, or administrative representative for questions or specific direction.

20.7 Conditions to Provide Bottled Water at Official Duty Station

Bottled water may be provided to personnel at their official duty station in accordance with incident agency policy so long as it is determined that providing bottled water is the best way to provide access for employees to a source of potable water (GAO decision B-310502).

To protect the health and safety of employees, federal laws and regulations require that an incident provide employees with access to potable water. However, this provision does not apply to beverages with electrolytes, such as Gatorade or Powerade, even in situations with extreme heat.

20.8 Awards and Advertisements to Communities

As referenced in 53 Comp Gen 71 (1973) and Chapter 20 of the IIBMH, emergency incident funds shall not be used to show appreciation for local community support, e.g., certificates, billboards or other forms of advertisement, and refreshments.

This statement does not prohibit billboards or advertisements for the use of all-hazards incident response communication with the public regarding safety and/or other critical issues.

30.0 PROPERTY MANAGEMENT

Federal employees responding to all-hazards assignments will follow procedures outlined in Chapter 30 of the IIBMH and applicable agency regulations, in addition to those specifically addressed in this supplement.

30.1 Purchase of Accountable/Sensitive Property

Accountable and/or sensitive property purchases should only be made by procurement personnel and must be documented appropriately (Chapter 30). Follow agency-specific guidelines as they relate to the purchase of accountable and/or sensitive property.

When assigned to an all-hazards incident, procurement personnel must follow the tasking agency's/bureau's procedures for purchase, documentation, and transfer of property, and the proper disposal should be documented in the Resource Ordering and Status System (ROSS).

30.2 Return of Property

The return of all property purchased on an all-hazards incident must be coordinated with the incident tasking agency or bureau for correct disposition.

Property procured with MA or PRFA funding will have detailed specific guidance for disposition. Contact the appropriate agency property management office for specific direction and forms.

40.0 BUSINESS COORDINATION

Federal employees responding to all-hazards assignments will follow procedures outlined in Chapter 40 of the IIBMH and applicable agency regulations, in addition to those specifically addressed in this supplement.

40.1 Incident Information Technology Coordination

Incident Management Teams (Type 1, 2, and 3) are encouraged to use the I-SUITE program and National Data Repository for all-hazards incidents when possible.

Reference instructions and free program downloads are located at <http://isuite.nwcg.gov>.

50.0 COOPERATIVE RELATIONS

Federal employees responding to all-hazards assignments will follow procedures outlined in Chapter 50 of the IIBMH and applicable agency regulations, in addition to those specifically addressed in this supplement.

50.1 Department Level Agreements

All DOI bureaus and offices (regardless of administering a fire program or not) have a Memorandum of Agreement (MOA) for sharing resources on emergency incidents. A copy of this MOA is located in **Appendix B** of this supplement and detailed information can be found in Chapter 90.40 of this supplement.

This MOA is intended to be used to initiate and supplement RSAs between DOI bureaus and offices and is incorporated by reference into DOI Resource Orders for all-hazards incidents where an IAA is still pending using the procedures outlined in Chapter 90.40.

Additionally, FS and DOI have a Memorandum of Understanding (MOU) for responding to ESF-4 FEMA MAs and Sub-tasking requests (**Appendix J** of this supplement).

60.0 ACCIDENT INVESTIGATION

Federal employees responding to all-hazard incidents will follow the procedures outlined in Part 485 of DM Chapter 7, Incident/Accident Reporting/Serious Accident Investigation to report and investigate incidents and accidents involving DOI employees, volunteers, and contractors; damage to DOI facilities, equipment, and other agency resources; or loss of operational capability. Part 485 of DM 7 is located at: <http://elips.doi.gov/ELIPS/DocView.aspx?id=1648>.

Agency policy will determine the type and scope of the investigation. Serious accident investigations (SAI) will be conducted in accordance with 485 DM Chapter 7 and supplemental bureau or equivalent office policies. For consistency purposes, all SAIs shall follow guidance contained in the most current edition of the Interagency Serious Accident Investigation Guide available from the National Wildfire Coordinating Group (http://www.nifc.gov/safety/safety_documents/SAI_Guide.pdf). The purpose of an investigation is to identify organizational deficiencies requiring corrective actions to prevent recurrence.

60.1 Initial Notification of Accident

- **General Requirements.** All accidents shall be reported to the immediate supervisor, who in turn shall notify the responsible Section Chief and Safety Officer.
- **Special Requirements.** The Incident Management Team (IMT) Safety Officer will notify the individual's home unit in the event of serious injury.
- **Notification of Next of Kin.** In the case of a fatality or a serious traumatic injury, the Incident Commander shall privately notify the Agency Administrator. The Agency Administrator shall notify the individual's home unit Agency Administrator. The home unit Agency Administrator shall notify the next of kin following respective agency or bureau procedures.

60.2 Accident Investigation

Those conducting the accident investigation should obtain jurisdictional agency procedures or policies for investigations:

- **Multi-Jurisdictional Accident Investigations.** The involved agencies will jointly determine accident investigation processes and procedures.
- **Aircraft Accidents.** Most aircraft accident investigations will involve the National Transportation Safety Board. The involved agencies will jointly determine accident investigation processes and procedures. DOI aviation accident investigations will follow 352 DM Chapter, *Aircraft Mishap Notification, Investigation, and Reporting*.
- **Motor Vehicle Accident Reports.** If the accident occurs on public roads, it will be investigated by the appropriate law enforcement agencies and in accordance with jurisdictional agency policy. The Motor Vehicle Accident Report, SF-91, and the Statement of Witness, SF-94 forms may be used to document motor vehicle accidents.
- **Accident Investigation Report.** In general, an accident investigation shall:
 - Identify factual data about the factors and circumstances relating to the accident/incident.
 - Analyze the findings to identify significant factors involved and their relationship to the sequence of events leading to the accident/incident.
 - State conclusions reached from analysis of the findings.
 - Recommend actions to prevent future occurrences.
 - Be fully developed and clearly reported.
 - Include a complete factual and unbiased report and include the following:
 - Description of the damage and circumstances leading to the accident/incident; including location of the area, sequence of events, weather, and road conditions, if applicable.
 - Root-cause analysis to substantiate causal findings.
 - Law enforcement investigation report, if one was required.
 - List of witnesses and statements.
 - Sketches, maps, diagrams, or photographs of the scene or equipment.

60.3 Accident Report

All accident reports will be submitted electronically in the Safety Management Information System (<https://www.smis.doi.gov/>) and sent to the Safety and Health Manager of the bureau or office of the injured or ill employee. Any accident report generated as a result of a SAI shall be submitted for review and approval to the respective bureau designated Agency Safety and Health Official, per 485 DM Chapter 7 requirements.

70.0 CLAIMS

Federal employees responding to all-hazards assignments will follow procedures outlined in Chapter 70 of the IIBMH and applicable agency regulations, in addition to those specifically addressed in this supplement.

70.1 Claims Processing

Chapter 70 of the IIBMH states, “The incident management team will submit all original claims documentation to the incident agency. The incident agency will review for accuracy and completeness and

will forward to the appropriate adjudicating official. This includes forwarding employee claims to the employee's home unit, if different than incident agency. Agencies may have specific documentation, processing procedures and/or reimbursement limitations."

Because the incident agency or bureau may not reimburse another agency or bureau for the payment of incident claims, it is imperative those contacts/coordination between the incident management team and incident agency or bureau occur early in an all-hazards response. This discussion should include tort claims, employee claims, vehicle accidents, government claims, and claims of property loss and damage.

80.0 COST ACCOUNTING

Federal employees responding to all-hazards assignments will follow procedures outlined in Chapter 80 of the IIBMH or superseding applicable agency regulations. A general cost estimator developed for wildland fire that can be used on all-hazards incidents is found in **Appendix I** of this supplement.

80.1 Anti-Deficiency Act Requirements and Exceptions

The Anti-Deficiency Act (ADA) prohibits federal employees from:

- Making or authorizing expenditure from, or creating or authorizing an obligation under, any appropriation or fund in excess of the amount available in the appropriation or fund unless authorized by law. 31 U.S.C. 1341(a)(1)(A).
- Involving the government in any obligation to pay money before funds have been appropriated for that purpose, unless otherwise allowed by law. 31 U.S.C. 1341(a)(1)(B).
- Accepting voluntary services for the United States, or employing personal services not authorized by law, except in cases of emergency involving the safety of human life or the protection of property. 31 U.S.C. 1342.
- Making obligations or expenditures in excess of an apportionment or reappportionment, or in excess of the amount permitted by agency regulations. 31 U.S.C. 1517(a).

Except in the case of an emergency, accepting voluntary services or obligate the federal government for an amount greater than the budgetary resources available for purpose and time period is an ADA violation. During an emergency situation, which is defined as follows (GAO-06-382SP Appropriations Law—Vol. II page 6-110), either:

- The services were provided to protect human life (Note: rendering service to overcome mere inconvenience or even to avoid a potential future emergency is not enough to overcome the statutory prohibition); and/or
- The property must be either government-owned property or property for which the government has some responsibility.

Failure to follow the above requirements could subject the bureau/office to the risk of penalties of the ADA if there is an over-obligation of funds. Under no circumstance may a bureau/office set up reimbursable funding in anticipation of an IAA being signed; or the expectation that supplemental funding may be appropriated; in the financial system of record. A bureau/office must use their own direct appropriation until a signed IAA between the parties has been fully executed. The only exception is when

parties are using the DOI MOA for All-Hazards Intra-Agency Support (**Appendix B**) for an emergency, which together with an authorized obligation constitutes a legal intra-agency agreement.

90.0 ALL-HAZARDS INCIDENTS

While several different legal authorities exist for DOI and FS to respond to incidents, only three common types are covered in this supplement:

- Stafford Act response and recovery actions that utilize FEMA Mission Assignments (MAs)
- Oil Pollution Act responses that utilize Pollution Removal Funding Authorizations (PRFA)
- Economy Act responses that utilize Reimbursable Support Agreements (RSAs) adopted between agencies.

If responding to a different type of incident, please consult with the agency's incident business specialist or administrative representative for questions. Agencies need to be aware there may be several different sources of funding for a given incident. Tracking of accounting codes and resources is crucial.

90.10 STAFFORD ACT RESPONSE AND RECOVERY ACTIONS (FEMA MISSION ASSIGNMENTS)

The NRF and NDRF identify the coordinating agency and primary agency(ies) responsible for each of the ESFs and the RSFs. The frameworks also identify the support roles that the various federal agencies assume under them. The ESFs and RSFs were established by FEMA to identify, organize, and provide (primarily federal) assistance to state, local, and tribal governments for response and recovery operations.

The FCO manages and coordinates federal resource support activities related to Stafford Act disasters and emergencies and, under the NDRF, can appoint a FDRC as a deputy for facilitating recovery plans. Both the FCO and the FDRC are typically FEMA employees.

FEMA and the FCO accomplish many tasks by issuing FEMA MAs to other primary and support agencies. FEMA orders ESF and RSF assistance from primary agencies through a FEMA MA which describes the support requested and establishes the reimbursable budget authority (i.e., expenditure ceiling). A primary agency may "subtask" a support agency to accomplish tasks required by the MA, subject to the support agency's voluntary acceptance.

For example, the "subtasked" agency could be requested to accomplish a specific mission, such as operating a receiving and distribution center in support of a particular disaster. The "subtasked" agency would use its available resources, including those available through federal and state agreements, to complete the assignment.

Both DOI and USDA, Forest Service serve as support agencies to other ESFs:

Emergency Support Function (ESF)	#1 Transportation	#2 Communications	#3 Public Works and Engineering	#4 Firefighting	#5 Emergency Management	#6 Mass Care, Emergency Assistance, Housing, and Human Services	#7 Logistics Management and Resource Support	#8 Public Health and Medical Services	#9 Search and Rescue	#10 Oil and Hazardous Materials Response	#11 Agricultural and Natural Resources	#12 Energy	#13 Public Safety and Security	#15 External Affairs
Agency														
US Department of Agriculture (USDA)			S		S	S	S	S	S	S	C/P/S	S		S
USDA-Forcast Service (FS)	S	S	S	C/P		S	S	S	S	S			S	
Department of Commerce (DOC)	S	S	S	S	S		S	S	S	S	S	S	S	S
Department of Defense (DOD)	S	S	S	S	S	S	S	S	P	S	S	S	S	S
DOD-US Army Corps of Engineers (USACE)	S		C/P	S		S	S	S	S	S	S	S	S	
Department of Education (ED)					S									S
Department of Energy (DOE)	S		S		S		S	S		S	S	C/P	S	S
Department of Transportation (DOT)	C													
Department of Health and Human Services (HHS)			S		S	S	S	S	S	S	S			S
Department of Homeland Security (DHS)	S	S	S		S		S	C/P	S	S	S	S	S	C
DHS-FEMA	S	P	P	S	C/P	C/P/S	C/P	S	C/P	S	S			P
DHS-Office of Emergency Communications		C/P					S					S		
DHS-USCG	S		S	S				S	P	P			S	
Department of Housing and Urban Development (HUD)					S	S								S
DOI	S	S	S	S	S	S	S	S	P	S	P/S	S	S	S
Department of Justice (DOJ)	S				S	S		S	S	S	S			S
Department of Labor (DOL)			S		S	S	S	S	S	S	S	S	C/P	S
Department of State (DOS)	S		S	S	S			S		S	S	S		S

Under the NRF, within DOI, the bureaus/offices have been identified as either the Federal Primary Agency, DOI Principal Planner, supporting the ESF with fully trained personnel, or as those that occasionally provide assistance for each ESF as seen in the following table.

Emergency Support Functions (ESFs)		OEIM	OEPC	OLES	OWF	BIA	BLM	BOEM	BSEE	BOR	ONRR	FWS	IBC	OAS	NPS	OCIO	OCO	OSMRE	USGS
ESF #1	Transportation													●					▲
ESF #2	Communications				■		■					▲			▲	●			
ESF #3	Public Works and Engineering					■	■	▲	▲	●		■	▲		■			■	■
ESF #4	Firefighting				●	■	■					■		■	■	▲			■
ESF #5	Emergency Management	●			■	▲	▲	▲	▲	▲	▲	▲	▲	▲	▲			▲	■
ESF #6	Mass Care, Emergency Assistance, Housing, and Human Services				▲	●													
ESF #7	Logistics Management and Resource Support				●	▲	▲					▲			▲				■
ESF #8	Public Health and Medical Services	●			▲										■				■
ESF #9	Search and Rescue					■						■			★				■
ESF #10	Oil and Hazardous Materials Response		●			■	■	▲	■	▲		■			■				■
ESF #11	Agricultural and Natural Resources Natural/Cultural Resources and Historic	■	★			■	■	■	▲	▲		■			■			■	■
ESF #11a	Agricultural and Natural Resources Animal/Plant Disease and Pest Response	■	▲		▲		■					■			■				●
ESF #12	Energy						▲	■	●	▲									
ESF #13	Public Safety and Security			●		■	■					■			■				
ESF #15	External Affairs					■			▲			▲			■		●		■
ESF #15a	Tribal Affairs	■	■	▲	▲	●	▲			▲		▲			■	■			

 Federal Primary Agency
  DOI Principal Planner
  Supports ESF with fully trained personnel
  Provides occasional assistance

DOI also serves as a Coordinating, Primary and Support Agency to other RSFs:

Recovery Support Function (RSF) Agency	Community Planning and Capacity Building	Economic	Health and Social Services	Housing	Infrastructure Systems	Natural and Cultural Resources
USDA	S	P	S	P	S	
DOC	S	C/P		S	S	S
DOD-USACE					C/P	S
ED			P		S	
DOE				S	P	
DOT	S		S		P	
Environmental Protection Agency (EPA)	S	S		S	S	P
General Services Administration	S				S	
HHS	P	S	C	S	S	
DHS	S				S	
DHS-FEMA	C/P	P	P	P	P	P
HUD	S			C/P		
DOI	S	S	P		S	C/P
DOJ	S		P	P		
DOL		P	P			
Corporation for National and Community Service	S	S	P	S		
Small Business Administration	S	P	S	S		
Department of the Treasury	S	P	S		S	
Veterans Administration			P/S	S		
American Red Cross			S	S		
National Organizations Active in Disasters			S	S		
US Access Board				S		
Advisory Council on Historic Preservation						S
Corporation for National and Community Service Council on Environmental Quality						S
Institute of Museum and Library Services						S
Library of Congress National Endowment for the Arts						S
National Endowment for the Humanities						S
Heritage Preservation						S
Federal Communications Commission					S	

Designation of RSF Coordinator and Primary and Support Agencies: C = RSF coordinator, P = Primary agency and S = Support agency

Under the NDRF, within DOI, the bureaus/offices have been identified as either the Federal Coordinating Agency, DOI Principal Planner, supporting the RSF with fully trained personnel, or as those that occasionally provide assistance for each RSF as seen in the following table.

Recovery Support Functions (RSFs)	OEM	OEPC	OWF	BIA	BLM	BOEM	BSEE	BOR	FWS	IBC	NPS	OCIO	OSMRE	USGS	OIA
Community Planning and Capacity Building (Supporting)	▲			●											■
Economic (Supporting)	▲		▲	●	▲	■	■	▲				■			■
Health and Social Services (Primary)	▲			●											■
Housing (Supporting)	▲			●											■
Infrastructure Systems (Supporting)	▲			■			■	●		▲		■		■	■
Natural and Cultural Resources (Coordinating)	▲	★	■	■	■	■	■	▲	■		■		■	■	

★ Federal Coordinating Agency ● DOI Principal Planner ■ Supports RSF with fully trained personnel ▲ Provides occasional assistance

Bureau/Office Acronyms: OEM=Office of Emergency Management, OEPC=Office of Environmental Policy & Compliance, OWF=Office of Wildland Fire, BIA=Bureau of Indian Affairs, BLM=Bureau of Land Management, BOEM=Bureau of Ocean Energy Management, BSEE=Bureau of Safety & Environmental Enforcement, BOR=Bureau of Reclamation, FWS=Fish & Wildlife Service, IBS=Interior Business Center, NPS=National Park Service, OCIO=Office of the Chief Information Officer, OSMRE=Office of Surface Mining Reclamation and Enforcement, USGS=U.S. Geological Survey and OIA=Office of Insular Affairs.

90.11 FEMA Mission Assignments

Response and/or recovery activities undertaken by DOI pursuant to a FEMA MA can be accomplished by utilizing resources obtained through established dispatch coordination concepts and processes. FEMA uses MAs for both NRF and NDRF operations.

The MA form (Appendix E) contains information such as funding source, funding limitations, task requirements to be performed, completion date, and state cost-share requirements. Establishing effective management controls may assist the bureaus and offices in providing timely reporting data.

In accordance with the NRF's Financial Management Support Annex, bureau/office finance offices shall ensure that, throughout the NRF/NDRF operations, financial records are adequately maintained to provide accountability and justification for reimbursement. Bureau-level financial points-of-contact should be designated to coordinate processing of documentation, to properly record costs related to FEMA MAs, to process reimbursable billings, and to provide financial data to the Departmental Finance Contact.

When a bureau responds to a disaster, the bureau should take steps to:

- Establish the new cost account structure or project code to track costs associated with the disaster response by FEMA MA and/or other RSA;
- Establish controls to track costs incurred on government charge cards used by the deployed personnel in relation to the disaster;
- Ensure that deployed personnel's travel vouchers and other travel expenses are recorded against the new cost structure or project or job code; and
- Ensure that deployed personnel's overtime work hours (and expenditures) to perform the FEMA MA are recorded against the new cost account structure or project code.

90.12 FEMA Mission Assignment Subtasking

Each ESF/RSF primary agency is responsible for "subtasking" support agencies or bureaus by completing an RSA that describes the work to be performed, estimates date of completion, and establishes the reimbursable budget authority. The ESF/RSF Coordinator prepares and the DOI Office of Budget signs the RSA. The ESF/RSF Coordinator transmits the RSA to the authorizing official from the "subtasked" agency's budget office, who signs the RSA and returns it to the ESF/RSF Coordinator.

All rules and regulations of the MA will still apply to any subtasking to support agencies. The ESF/RSF primary agency is responsible for monitoring the work progress of a subtasked support agency and approving the request for reimbursement submitted by the support agency to the primary agency, and subsequently billing FEMA.

90.13 FEMA Mission Assignment Reimbursement

Generally, the primary agency is responsible for providing cost tracking and reporting guidelines to incident management personnel:

- The primary agency is tasked by FEMA through its issuance of a FEMA MA. The primary agency is responsible for performing the tasks outlined in the FEMA MA and may subtask a support agency

to accomplish the mission, subject to the subtasked agency's voluntary acceptance of the subtasking.

- FEMA will reimburse the primary agency upon receipt and examination of eligible, documented costs incurred.
- Subtasked agencies are responsible for recording, documenting, and certifying their reimbursable expenditures and submitting them to the primary agency for eventual reimbursement. The primary agency reviews the MA cost documentation package and reimbursement request for clarity and accuracy and works with the supporting agency to make any necessary improvements or corrections.
- The primary agency that's tasked with the MA subsequently will provide all MA cost documentation packages and reimbursement requests to FEMA's Finance Center for review and approval.

The MA cost documentation package and reimbursement request should include the following:

- IAA Form (e.g., MA Form, related RSA for any "subtasked" entities, or Military Interdepartmental Purchase Request [MIPR]);
- Resource order or list of staff assigned to respond to a specific emergency or disaster;
- Travel vouchers and other associated expenses; and
- Time and attendance records of the assigned resources.

90.14 FEMA Mission Assignment Costs Eligible for Reimbursement

FEMA MA reimbursable costs may include the following (44 CFR 206.8):

- Overtime payroll costs, travel, and per diem of permanent federal agency personnel directly assigned to the disaster or emergency area.
- Actual payroll costs (e.g., salaries and benefits of work performed for regular time or for premium pay), travel, and per diem, as appropriate, for temporary federal agency personnel, rehired retired annuitants, casuals, or non-federal cooperators assigned solely to perform the services required to execute the FEMA MA.
- Cost of work, services, and materials procured under contract for the purpose of providing assistance requested by the FEMA MA as directed by the FCO, FDRC, or the FEMA Regional Director.
- Cost of materials, equipment, and supplies (including transportation, repair, and maintenance) from regular inventory used in providing direct assistance pursuant to the FEMA MA.
- All costs incurred which are paid from trust, revolving, or other funds and whose reimbursement is required by law for work performed pursuant to the FEMA MA.
- Other costs to accomplish the FEMA MA submitted by an agency with written justification or otherwise agreed to in writing by the FCO, FDRC, or the FEMA Regional Director and the agency.

Personnel supporting the effort such as timekeepers, administrative officers, human resources, contracting, external affairs, and finance personnel shall not charge directly to the reimbursable billings, but are covered by the indirect cost rate, if allowed, in the MA or “subtasking” RSA.

Overtime associated with dispatch operations should be considered when preparing the MA. Dispatch personnel who will be charging overtime to an incident should be listed on a resource order. Suggested language for an MA’s Statement of Work could include ***“This activation may include overtime and reasonable administrative costs related to the incident.”***

FEMA will not reimburse agencies for accountable/durable property (e.g., cache items), and the procuring agency will assume the cost of items not turned over to FEMA. In some cases, FEMA’s determination of accountable/durable property may be different than DOI or the primary agency’s standards.

FEMA will consider reimbursement of agency charge card purchases only if the necessary supporting documentation is provided. All charges must be supported by an incident order and request number (resource order number). Agency procedures for establishing reimbursable charge codes should be followed.

90.15 FEMA Negotiated Reimbursement Items

Whether other direct costs and/or burden will be reimbursable will vary by the FEMA MA or Subtasking. Below are items that are typically negotiated for FEMA reimbursement, depending on whether their purchase was necessary for response to the emergency or disaster:

- Hard hat
- Safety goggles
- Hearing protection
- Insect repellent w/DEET, or picaridin pump spray
- Sunscreen – SPF 30 pump spray
- Rubber gloves
- Sleeping bag
- 100 ft. cloth measuring (reel) tape
- Orange safety vest
- N-95 dust masks
- First-aid kits (4 to each group)
- Alcohol-based hand sanitizer/wipes/cloths or waterless hand cleaner
- Flashlights and batteries (for flashlights and alarm clocks only)
- Bed linens, blankets
- Towels/wash cloths
- Steel-toed boots
- Tetanus shots
- Leather gloves
- Bottled water for 24 hours, ice
- Rubber boots (if necessary)
- Lip balm

90.16 FEMA Reimbursement Procedures

The primary support agency or lead bureau reviews and approves all FEMA MA cost documentation packages and reimbursement requests. The following steps should be followed when preparing these documents (**Appendix J** for ESF4 FS Subtasking Billings):

- The final billing should occur within 90 days of completing the FEMA MA. The final invoice must be marked “FINAL.” Alternately, bureaus are allowed to submit a series of MA cost documentation packages and reimbursement requests.
- Bureaus requesting reimbursement of the “base-eight” payroll costs incurred for the MA will be required to provide a detailed justification for their request, such as identifying the payroll costs of deployed employees who normally charge their base-eight work hours to either a special trust or revolving fund, or who are classified as temporary hires.
- Bureaus that receive appropriated funding for base-eight payroll costs for staff deployed to work under a MA will only receive reimbursements for qualified overtime payroll costs, travel costs, and purchases of approved supplies/equipment.
- The MA cost documentation package should contain official financial system generated reports and adequate supporting documentation.
- Follow the MA Billing and Reimbursement Checklist for details on how to prepare a transmittal form and to see the types of support documentation which should be included. The checklist can be found at: <http://www.fema.gov/doing-business-fema/mission-assignment-billing-reimbursement-checklist>. MA cost documentation packages should also include a completed mission assignment transmittal form (www.fema.gov/pdf/government/transmittal/pdf).

The primary agency is responsible for compiling FEMA MA and related subtasking cost documentation and reimbursement requests. Subtasked agencies are responsible to provide support to the primary in this process.

More definitive DOI guidance on how to receive reimbursement of properly documented costs for FEMA MAs for ESF #10, ESF #11 (NCH) and the NCR RSF is contained in the “DOI Cost Reimbursement for FEMA MAs for ESF #10, ESF #11 and the NCR RSF,” prepared jointly by the Office of Environmental Policy and Compliance (OEPC) and PFM.

90.20 OIL POLLUTION ACT RESPONSES (Pollution Removal Funding Authorizations)

The federal government has the responsibility to respond to oil spills pursuant to the CWA, OPA, and the NCP.

Federal oil spill responses are led by a FOSC from either the EPA or the USCG. For spills that occur in the inland zone, EPA provides the FOSC. For spills in the coastal zone, including the Great Lakes, the FOSC will be from the USCG. Under CERCLA, the FOSC may be from the Department of Energy (DOE) or the Department of Defense (DOD) when the emergency response involves oil discharged from a vessel or facility under the jurisdiction, custody, or control of DOE or DOD, respectively (40 CFR 300.120c).

Under the authority of the NCP, the FOSC leads and coordinates the federal oil spill response to:

- Contain, remove, and dispose of the oil;

- Protect threatened resources;
- Ensure proper notifications are made;
- Direct, coordinate, and/or provide technical assistance for the federal response;
- Maintain federal decision-making authority for the response; and
- Ensure access to necessary information.

To accomplish these objectives, the FOSC organizes and manages an incident-specific Incident Command or Unified Command (IC/UC) to bring together various government agencies to participate in the overall federal response effort. To ensure rapid and effective responses to oil spills, the FOSC uses the OSLTF to fund response actions. The FOSC is the only official authorized to approve response-related expenditures from the OSLTF.

The FOSC frequently issues PRFAs supported by funding from the OSLTF to obtain needed oil spill response activities from other government agencies (federal, state, tribal, local), such as DOI. PRFAs are IAAs that outline the spill response activities to be performed by other agencies for the FOSC.

A DOI bureau/office that has been issued a PRFA may either perform the work itself, or have PRFA authorized tasks performed by another agency through a “subsidiary” IAA; or by a private business through a contract; or by a Non-Governmental Organization through a cooperative agreement. However, the DOI bureau/office should check to make sure the FOSC/UC does not object to using such an arrangement. In order to be reimbursed for such costs, the agency must manage the IAA, contract, or cooperative agreement to make sure the work is adequately performed and must properly document the costs of the work that is accomplished. This entails including a copy of the contract and supporting cost documentation, such as invoices, in the PRFA cost documentation package and reimbursement request that are eventually submitted to the FOSC.

The DOI Office of Environmental Policy and Compliance (OEPC) provides direction and management for the negotiation and implementation of PRFAs issued by FOSCs to DOI bureaus and offices and can provide coordination for their participation in incident-specific spill response activities.

FOSCs frequently request DOI, and its component bureaus and offices, to work as part of the UC and to provide on-scene support to the FOSC by conducting a variety of spill response activities. Such assistance includes, but is not limited to the following:

- Monitoring water, shoreline, and other habitats to assist with emergency response/removal/cleanup decision making and provide wildlife resource information to the Incident Action Plan;
- Providing surveillance, including acquisition and use of aerial platforms, if appropriate, and site documentation of affected fish and wildlife habitat and resources to determine threats to species protected by the Endangered Species Act (ESA) and Migratory Bird Treaty Act (MBTA) and their supporting habitats, as well as to ascertain the presence of oil and oiled/impacted wildlife;
- Coordinating required consultations under Section 7 of the ESA;

- Assisting the FOSC in complying with Section 106 of the National Historic Preservation Act (NHPA) Programmatic Agreement on Protection of Historic Properties During Emergency Response under the NCP and providing additional guidance as necessary;
- Providing access control for DOI land management units (Fish and Wildlife Service for National Wildlife Refuges, National Park Service for NPS units such as National Parks, National Historic Sites, etc.);
- Arranging for hazing or other deterrence for migratory birds, as appropriate, in attempts to prevent injury or impacts (e.g., “oiling”) of such birds;
- Assisting the FOSC in establishing emergency response priorities and protection strategies in reference to habitats and environmentally sensitive areas and resources;
- Providing follow up periodic monitoring for spill/ related natural resource impacts if needed;
- Monitoring for affected birds and other wildlife and, when possible and necessary, transporting biota to wildlife rehabilitation facilities;
- Arranging for and supervising oiled wildlife rescue/rehabilitation personnel, facilities and efforts, as necessary, to include carcass removal and coordinating with law enforcement personnel to make sure proper licenses/permits are in place; (note: the MBTA and the ESA prohibit the possession, transportation, handling, etc., of wildlife protected under these and other laws, by anyone other than those possessing licenses/permits under these Acts);
- Surveying DOI land management units to report to the FOSC on oil concentrations, threats and impacts to environmentally sensitive areas, adverse effects on wildlife, contaminated cultural resources, and contaminated public use areas, and recommending protective and mitigating measures to address adverse impacts; and
- Participating in the UC’s decision-making process on the ongoing federal response and to ultimately determine completion of cleanup activity by adopting and achieving cleanup standards for the impacted areas.

OEPC Regional Environmental Officers (REOs) assist DOI bureaus/offices in the PRFA negotiation, preparation, approval, and reimbursement process.

90.21 The Pollution Removal Funding Authorization (PRFA)

The PRFA (**Appendix D**) is the governing document that commits the OSLTF to reimburse the costs incurred for activities undertaken by another government agency for response work performed on the federal oil spill response under the direction of the FOSC and the UC. The FOSC may issue a PRFA to a DOI bureau or office to request support in areas of either bureau/office expertise and/or federal trust responsibility for natural and/or cultural resources. Only the goods, services, or spill response activities described in the PRFA are authorized by the FOSC for subsequent reimbursement from the OSLTF.

The PRFA should clearly outline and authorize:

- The approved reimbursement budget authority ceiling;

- The period of performance for conducting specified activities to support the oil spill response; and
- The goods or services to be provided by the agency to the FOSC. The description of these can be written either fairly broadly to encompass a range of activities to support the oil spill response, or can be written more specifically to clearly identify what the FOSC wants, or can be a combination of both general and specific assignments. The PRFA and any subsequent PRFA amendments will have a description of the oil spill response activities outlined in an attached statement of work (SOW).

The DOI bureau or office will be required to provide a cost estimate for the goods and services outlined in the PRFA. Such cost estimates will be required to be updated and show greater detail as the duration of the response grows.

A PRFA neither grants nor transfers funding to the bureau or office. It grants reimbursable budget authority contingent on the proper performance of the work outlined by the PRFA and the subsequent submission of well-documented reimbursable costs that were incurred.

The FOSC is the only official authorized to approve reimbursement for response expenses from the OSLTF. An agency performing reimbursable work outlined by a PRFA is working for, and taking direction from, the FOSC and the UC and is participating in the Incident Command System, the doctrine that guides the operational cycles of the IC/UC.

Key points related to PRFAs:

- Before a DOI bureau/office conducts oil spill response activities, the FOSC-approved PRFA (and attached SOW) should be in place in order for that bureau/office to receive reimbursement from the OSLTF.
- While the PRFA and SOW should be signed before commencing work on the oil spill response, a verbal approval may suffice temporarily in order to get assistance mobilized rapidly; however, the verbal approval needs to be documented and followed up with a signed PRFA as soon as possible.
- Failure or delay in doing so may prevent a bureau/office from obtaining subsequent reimbursement for oil spill response activities it conducts prior to the PRFA being signed and issued by the FOSC.
- The cost of performing work that is not outlined in the PRFA and its attached SOW or otherwise documented and is not specifically requested by the FOSC, is not reimbursable. Questions of whether certain work corresponds with the tasks outlined in the PRFA should be directed to the REO and the FOSC for clarification and interpretation. The response should be documented and the guidance followed.
- PRFAs may be amended by the FOSC to assign new tasks/activities to the bureau/office in order for such tasks/activities to be reimbursable.
- DOI bureaus and offices should consider immediately setting up a separate Quicktime (payroll) account to record the reimbursable work hours incurred by employees in the performance of PRFA-approved activities to ensure an accurate record of payroll costs that can readily satisfy the

USCG/National Pollution Funds Center's (NPFC's) cost documentation requirements. Alternatively, bureaus/offices can set up reimbursable accounts subsequent to the oil spill response and later transfer reimbursable work hours and expenditures from their base account(s) into the reimbursable account.

- OEPC's REO should assist DOI bureaus and offices in negotiating with the FOSC regarding the reimbursable work activities authorized in a PRFA and should remain involved in communications and coordination with the FOSC concerning the work being performed under a PRFA.
- DOI bureaus/offices may approach the FOSC with a request to perform response-related activities and have these first outlined and approved by the FOSC in a PRFA.
- The FOSC may approach DOI bureaus/offices and request they perform certain spill response activities outlined in a PRFA.
- DOI bureaus/offices may be directly requested by a FOSC or FOSC Representative (FOSCR) to respond to an oil spill incident.
- There may be instances when a DOI bureau/office unilaterally determines that it needs to respond based on notification of an oil spill. In these cases, the responding DOI bureau/office or REO should discuss with EPA or USCG the need to have a FOSC assigned and the need for a PRFA as soon as possible, and, subsequently, secure a PRFA that establishes a reimbursable funding ceiling to cover at least the expenses of the initial response activities.
- It might be possible to receive eventual reimbursement for response work performed prior to the PRFA being signed and issued if the initial response activities were appropriate and conducted in a time sensitive manner and well documented. The FOSC or a FOSC representative would make this determination.

To obtain a blank PRFA template utilized by the USCG/NPFC, the organization charged with administering the OSLTF, go to: http://www.uscg.mil/npfc/docs/PDFs/Forms/PRFA_Federal.pdf

90.22 Expectations and Allowable Costs Under a PRFA

DOI bureaus and offices working under a PRFA should integrate resources and activities into the Incident Command or UC according to the organizational principles outlined in the NCP and NRS. To ensure full reimbursement, it is important for DOI bureaus and offices to have clear and documented direction from the FOSC regarding services requested from DOI.

Under the terms of a PRFA, a FOSC may agree to reimburse DOI bureaus/offices for costs incurred in providing any agreed upon oil spill response activities and assistance to the FOSC, consistent with the NCP. This assistance should be documented in the PRFA SOW and include an approved budget.

The following cost components are typically authorized for reimbursement:

- **All personnel payroll costs, including salary, benefits, and overtime pay:** Payroll costs should be documented for each deployed staff member including grade/step, daily work hours, overtime work hours, salary, and benefits. It is advisable to keep a record of the daily work performed by each staff member. Each deployed staff member should record this data in a work log.

- **Travel, lodging, and per diem expenses:** Such costs should be clearly documented for each deployed staff member by date, location, etc. and correspond to the approved travel vouchers retained by the bureau/office.
- **Appropriate charges for the utilization of other government agency owned equipment or facilities:** Such charges should be documented. DOI bureaus and offices should consider obtaining advance USCG/NPFC approval for use of aircraft and other motor vehicles.
- **Contractor Costs:** Clearly document actual expenses for contractor goods and services obtained to provide agreed upon assistance and support to the FOSC.
- **Purchase or lease of goods or services:** Purchases made to support the response activities should be clearly documented by invoices or receipts that show the business, address, and dates. Such costs should be pro-rated when appropriate. For example, if a piece of equipment or a vehicle that is being used to carry out assigned tasks is also being used for non-PRFA activities, then the cost should be allocated proportionately. Copies of the service agreement contract and paid bills should be included in the reimbursement request.
- **Indirect Costs:** Costs may be subject to the application of an indirect cost rate if said rate has been certified in writing by the appropriate bureau/office senior official as being accurately formulated and applied. DOI bureaus/offices should ensure that the cost documentation package developed to satisfy subsequent reimbursement purposes includes the officially established indirect rate for federal RSAs.

First-time use of an indirect rate may require submittal of official DOI bureau/office policies concerning the indirect rate calculation documentation. The USCG/NPFC requires that the PRFA cost documentation package include a submittal of the inputs to the indirect cost model used to calculate indirect costs. If the cost allocation plan (CAP) mechanism is used to calculate burden and/or indirect costs, DOI bureaus and offices should consider the guidance promulgated by the United States Department of Health and Human Services Program Support Center Division of Cost Allocation when developing such plans. Reimbursed indirect costs are potentially subject to audit by non-federal auditors. Therefore, the cost burden of indirect costs generated using a CAP may require extensive additional supporting documentation before being reimbursed.

Overtime associated with dispatch operations should also be considered when preparing the PRFA. Dispatch personnel who will be charging overtime to an incident should be listed on a resource order. Suggested language for a PRFA could include ***“This activation may include overtime and reasonable administrative costs.”***

90.23 Unallowable Costs under a PRFA

Not all response costs are eligible for reimbursement under a PRFA. Only oil pollution removal/response activities outlined in a PRFA and SOW are eligible for reimbursement. Such activities need to directly support the federal response being conducted by the FOSC. Questions regarding activity or cost authorized under a PRFA should be referred to the REO involved in the PRFA approval process and the DOI bureau/office budget or finance office charged with coordinating with the FOSC.

Some costs, such as those incurred unilaterally by a DOI bureau/office for executive leadership travel and management oversight, are not eligible for reimbursement from the OSLTF if such activities were not requested by the FOSC and do not support the FOSC’s work, but were incurred primarily for the benefit

of the DOI bureau/office. However, such management oversight costs should be tracked and documented for potential cost recovery from other sources at a later date (e.g., possibly through a retroactive supplemental appropriation that covers previous activities or through cost recovery efforts that may be made later by the Department of Justice). It is important that DOI bureaus' and offices' PRFA cost documentation packages clearly identify that the work was performed for the FOSC according to the activities outlined in the PRFA. Otherwise, such costs may be deemed non-reimbursable by the FOSC and USCG/NPFC in their reviews.

90.24 Creating a PRFA Reimbursement Account

Immediately upon being awarded a PRFA, the DOI bureau/office should create reimbursable account or accounts for the expenditures it incurs for performing work under the PRFA and SOW. The bureau/office should either post or transfer such reimbursable expenditures to the reimbursable account(s) in a timely manner.

90.25 PRFA Limitations

The following are the limitation rules on PRFA reimbursements:

- The PRFA reimbursement may only be used to pay for the reimbursable expenditures that have been incurred for the response work performed by the bureau/office for the FOSC under the terms of the PRFA.
- The PRFA reimbursement can neither pay for future response activities nor augment the current appropriations of the DOI bureau/office. Bureaus and offices should consider obtaining a legal opinion that response activities do not constitute a budget augmentation if responding to a Spill of National Significance (SONS).
- The availability of the reimbursement is subject to the period of availability of the appropriation that is being reimbursed. Coordinate with your REO in order to obtain a PRFA amendment to extend the performance period when necessary.
- The OSLTF appropriation is "no year" funding.
- If the reimbursement occurs after the close of the fiscal year (and if response work was performed using a current annual appropriation), then the reimbursement is not available for new obligations. DOI bureaus and offices should coordinate with their budget and finance offices regarding such appropriation issues.

These limitation rules may be found at http://www.uscg.mil/npfc/laws_and_regulations.asp

90.26 Other Funding Sources for Oil Spill Responses

In the absence of a FOSC-issued PRFA, agencies supporting the oil spill response may subsequently request reimbursement directly from the USCG/NPFC by following its claims process outlined at <http://www.uscg.mil/npfc/Claims/default.asp>.

However, the submission of a claim does not guarantee reimbursement. In some instances, DOI bureaus/offices may also seek reimbursement directly from a Potentially Responsible Party (PRP), the entity which (may have) either spilled the oil or caused the oil to be spilled. In that case, bureaus/offices should work closely with their budget offices and with the Office of the Solicitor to prepare any necessary settlement agreements and related supporting documentation.

90.27 PRFA Amendments

A PRFA may be amended, at the FOSC's discretion, to increase the authorized maximum reimbursement ceiling. This is usually done if additional assistance and support is desired by the FOSC, or if costs incurred for services provided by the DOI bureau/office exceed the original estimate. Alternatively, a FOSC may amend a PRFA to either expand the reimbursable oil spill response activities that are authorized or to provide greater detail on such activities and their requirements. The OEPC REO handles the submission, coordination, and management oversight of the PRFA amendments.

90.28 PRFA Cost Documentation Packages

DOI bureaus and offices responding under a PRFA must track costs incurred and provide clear documentation to support subsequent reimbursement and federal cost recovery actions.

The USCG/NPFC has developed guidance for the preparation and submission of PRFA cost documentation entitled "Technical Operating Procedures for Resource Documentation under The Oil Pollution Act of 1990" (USCG/NPFC Instruction 16451.2). This document may be found at http://www.uscg.mil/npfc/docs/PDFs/urg/Ch2/NPFC16451_2.pdf.

In addition, OEPC REOs and the OEPC Resource Protection, Preparedness and Response Team can provide advice and/or assistance with the development of PRFA cost documentation packages, and should review all such packages for clarity and accuracy before they are submitted to the FOSC and the USCG/NPFC.

In order to be eligible for reimbursement, a PRFA cost documentation package must contain:

- The level of detail equivalent to that found in the USCG's Pollution Incident Daily Resource Report (CG-5136) for each employee, which includes:
 - Employee name
 - Grade/step or labor category
 - Hourly pay rate (salary plus benefits)
 - Overtime pay rate if applicable
 - Number of hours worked on the response (differentiated between regular and overtime work hours)
 - Net cost (hourly rate times hours worked)
 - Duties provided in support of the FOSC for each day worked on PRFA response activities (*each deployed employee is advised to maintain a daily work log*).
- Travel authorizations and travel claims with locations and dates (redacted as required)
- Receipts and use documentation for all equipment and vehicular resources
- Purchases must include copies of receipts. Purchases of equipment must be documented to determine the necessity for the oil spill response. (Note: retaining relevant emails and notes of communications made within the IC or UC, or from the FOSC provides the best documentation.)

After the REO review has been performed, and any recommended cost documentation improvements made, the DOI bureau/office may either ask the REO to submit the PRFA cost documentation to the FOSC or, if it is a small oil spill with minor reimbursable costs, submit it directly, with a copy provided to the REO.

DOI bureaus and offices are required to store and maintain PRFA cost documentation files for at least 10 years to support future USCG/NPFC efforts for obtaining cost recovery from the Responsible Party (RP). Accordingly, DOI bureau and office staff involved in the response should be prepared to provide such information, which may include daily work logs, in court proceedings if cost recovery efforts are litigated.

The PRFA cost documentation package should include a completed SF-1080 or SF-1081 that clearly indicates where and how reimbursable payments are to be sent by the USCG/NPFC. The completed SF-1080 or SF-1081 constitutes the reimbursement request.

Required information for such a request includes the:

- Agency Location Code (ALC)
- Reimbursable account number or line of accounting
- Point of contact information (name, email address, phone number, address)
- PRFA document control number used by the USCG or EPA
- Federal Pollution Number (FPN) for the oil spill response assigned by the USCG/NPFC
- A clear, aggregated breakout of the reimbursable costs (payroll, travel, lodging, per diem, purchases, etc.).

These forms may be found at:

<http://www.uscg.mil/npfc/response/Cost%20Documentation/sf1080.asp>.

Completed PRFA cost documentation packages should be:

- Certified by the appropriate DOI bureau/office manager (Regional Director or equivalent or delegated staff)
- Forwarded to the REO who will review it for accuracy and clarity (however, for rare instances in which the REO has not been involved in the PRFA approval process, completed packages may be submitted directly to the FOSC)
- The REO will then submit the PRFA cost documentation package to the FOSC for review and approval
- The FOSC will then forward the PRFA cost documentation package to the USCG/NPFC for review and approval (or disallowance of non-reimbursable expenses).

After the FOSC and USCG/NPFC complete their reviews, they will approve reimbursement of the qualified expenditures and execute transfer of the reimbursement through the Internet Payment and Collection (IPAC) system in order to transfer the approved funds to the bureau or office reimbursable account identified in the SF-1080/1081.

Concurrently, the USCG/NPFC will provide reports to OEPC of what has been approved for reimbursement and the total amount of the reimbursement. In turn, OEPC will provide this information

to the DOI bureau or office and ask that they alert budget and finance offices so reimbursement from the USCG/NPFC can be tracked and assured of being deposited into the correct reimbursable account.

For more detailed, official DOI guidance on PRFAs, their financial management, and how to receive reimbursement of properly documented costs, please refer to the ECM 12-4 “Departmental Procedures Related to Pollution Removal Funding Authorizations Issued by Federal On-Scene Coordinators for Reimbursable Oil Spill Response Activities,” prepared by OEPC. This DOI guidance document features useful attachments and can be found at:

<http://www.doi.gov/pmb/oepec/upload/ECM-12-4-PRFA-Guidance.pdf>

90.30 INTERAGENCY AGREEMENT RESPONSES (ECONOMY ACT AND OTHER REIMBURSABLE AGREEMENTS)

Emergencies that are non-Stafford Act are not issued an MA by FEMA. An agency must use current funding authorities for incident relief without expected reimbursement from FEMA. Agencies should still track these costs to document the need for a supplemental funding appropriation from Congress and for reporting to senior leadership.

In accordance with the Economy Act or other applicable authorities, federal agencies may request and provide federal-to-federal support by executing IAAs. DOI’s MOA on Intra-agency Support during Emergency Incidents (**Appendix B**) may be used to supplement the RSA (**Appendix C**) for these types of incidents. Agencies are responsible for developing a set of procedures to effectively, efficiently, and economically manage reimbursable agreements involving national disaster relief not declared under the Stafford Act.

For the requesting agency, the Economy Act agreement is recorded as an obligation in the same manner as any other contract. However, Economy Act agreements are subject to one additional requirement: unlike funds which the servicing agency legally obligates to a third party contract, funds for reimbursement of work performed by government employees expire at the same time as the underlying appropriation.

According to FAR 17.5, the requesting agency (also referred to as the “buyer” or “receiving agency”) should only list the Economy Act as their legislative authority in the absence of more specific statutory authority. If the agency lists more than one authority, the more specific authority will take precedence over the Economy Act.

The following are the requirements for an Economy Act agreement:

- A Determinations and Findings document, signed by a Contracting Officer, justifying that the use of an interagency acquisition is in the best interest of the government and that the supplies or services cannot be obtained as conveniently or economically by contracting directly with a private source. (The Determinations and Findings is not required for intra-agency agreements, but is required for interagency agreements.)
- Placing an order on the appropriate form that includes a description of the supplies or services required, delivery requirements, a funds citation, a payment provision, and the line of accounting.

- Payment for actual costs must be made by the requesting agency after the supplies or services have been received (some exceptions exist for advance payment requests) and the invoices rendered have been audited and certified for payment.

Additional information specific to DOI IAAs can be found in the IAA Handbook at: <http://www.doi.gov/pfm/handbooks/upload/iaa.pdf>.

90.31 Economy Act Costs Eligible for Reimbursement

All items eligible for reimbursement under an Economy Act agreement must be outlined in the order for supplies or services. A discussion between the parties to the agreement on specific items should take place before signing the agreement. Typical items eligible for reimbursement on all-hazards incidents might include:

- Overtime, travel, and per diem of permanent federal agency personnel. (Base salary generally cannot be reimbursed on these types of incidents. Questions should be referred to the appropriate agency incident business or administrative representative.)
- Wages (regular time, overtime and premium pay), travel, and per diem, as appropriate, of temporary federal agency personnel or casuals assigned solely to perform the services required to execute the agreement.
- Cost of contracts, materials, equipment, services, and supplies procured under the agreement, including the transportation, repair, and maintenance of items from regular agency inventory or caches.

90.40 DOI ALL-HAZARDS MOA GUIDANCE

The following information pertains to the DOI MOA for Intra-Agency Support during Emergency Incidents (**Appendix B**).

During an emergency incident, a bureau or office's Responsible Official may use the MOA to request resources from another DOI bureau or office by providing written authority to their dispatch center to issue resource orders in ROSS under the agreement.

The resource order(s) issued to the other bureau/office (seller) (which must reference the MOA, provide an estimated timeframe, and provide a cost estimate), along with the MOA itself, creates an authorized obligation document that guarantees the responding bureau/office (seller) reimbursement. The requesting unit's (buyer's) budget office will set up a purchase order (which is processed in the system of record as a miscellaneous obligation, meaning it does not go through the acquisitions department) while the IAA process begins. The responding unit's (seller's) budget office can set up a shell sales order in the financial system referencing the MOA number until it can be updated with the final IAA.

The resource(s) is now available to respond to the incident and the IAA process is started by both the responding (seller) and the requesting (buyer) bureaus/offices. Once an IAA is in place, it should be the primary legal document for reimbursement between the two bureaus/offices. All documents in the system of record must be updated to reference the finalized IAA.

90.41 The Responsible Official

The Responsible Official is an officer of a bureau or office having responsibility for emergency incident response in a geographic unit or program/mission area of the agency. Bureaus and offices shall establish Responsible Officials through delegations and/or through policy, including position descriptions. This officer is also referred to as an Agency Administrator and includes, but is not limited to:

- Officials with management and financial authority within bureaus over a geographic unit, such as a BIA Agency Superintendent, BLM District Manager, BOEM Regional Director, BOR Area Manager, BSEE Regional Director, FWS Refuge Manager, NPS Park Superintendent, or OSM Field Office Director.
- Officials with management and financial authority within bureaus/offices to execute emergency response activities across the Department.
- Officials with management and financial responsibilities assigned by policy or delegation to manage DOI responsibilities within interagency agreements (NRF, NDRF, etc.).

90.42 Written Authorizations to Dispatch Centers

Before placing orders under this MOA, dispatch centers are required to receive written authorization from the Responsible Official. That written authorization may include letters of delegation, official agreements (cooperative, memorandums and inter- or intra-agency agreements), official correspondence letters, or emails from the Responsible Official outlining the dispatch center's responsibilities to place orders.

90.43 Special Resource Order Requirements

Under the MOA for the resource order to fulfill the requirements of a legal obligation there is additional information that must be listed in addition to the standard requirements for wildland fire incidents:

- In the "Special Needs" section of the resource order the following phrase must be included:

*****This Resource Order incorporates the DOI MOA for Intra-Agency Support during Emergency Incidents for the purpose of creating an authorizing obligation.*****


- An estimated cost for the resource (using the Cost Estimator in **Appendix I** or other approved cost estimator) shall be entered in the "Special Needs" section of the resource order, based on either a standard 14 day assignment or other assignment length noted in the request. The purpose is for the requesting unit to be able to enter a total estimated obligation in the financial system to meet funds control procedures.

90.44 Contract Resources Limitations

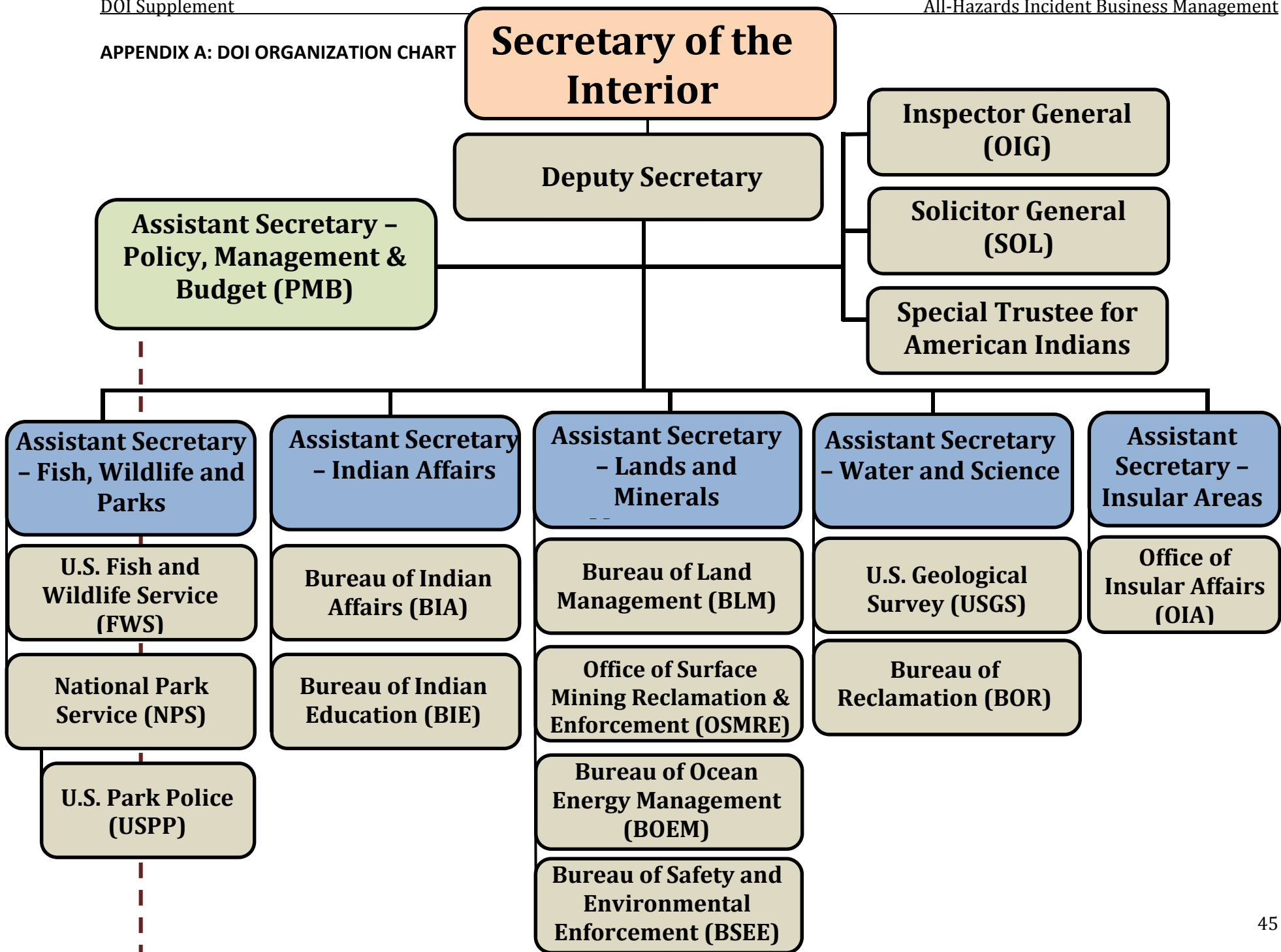
Bureau/office contract resources may be used under this MOA only when it does not violate the terms of the contract for the resource to be used by other bureaus/offices or in a different location(s). Examples would include contracts issued specifically for interagency incident response, such as I-BPAs, Emergency Equipment Rental Agreements and National Fire and Aviation Contracts for catering and shower units. Controls for contract resources that may only be used by a specific bureau, office, region or unit should be shown by availability restrictions in ROSS.

90.45 Resource Support Costs

Approved support costs for an ordered resource, such as travel to/from the incident, mileage for equipment, etc. shall be considered as included in the resource order. These support costs are only those that are considered ordinary, inherent for resources to respond, and generally are included in cost estimates for the resource. Any other support costs will need to be requested through an approved resource order.



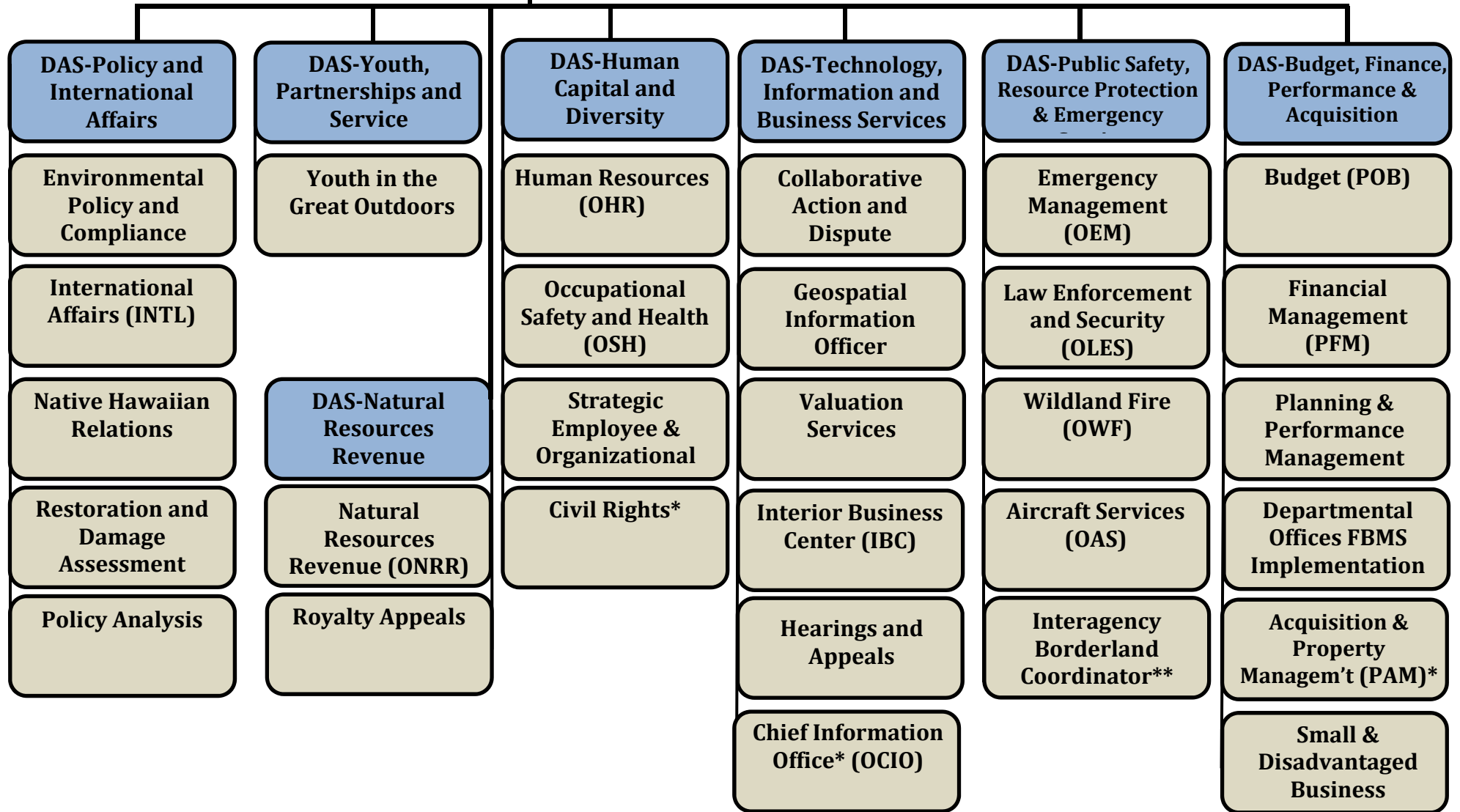
APPENDIX A: DOI ORGANIZATION CHART



DOI Supplement

All-Hazards Incident Business Management

Assistant Secretary Policy, Management and Budget (PMB)



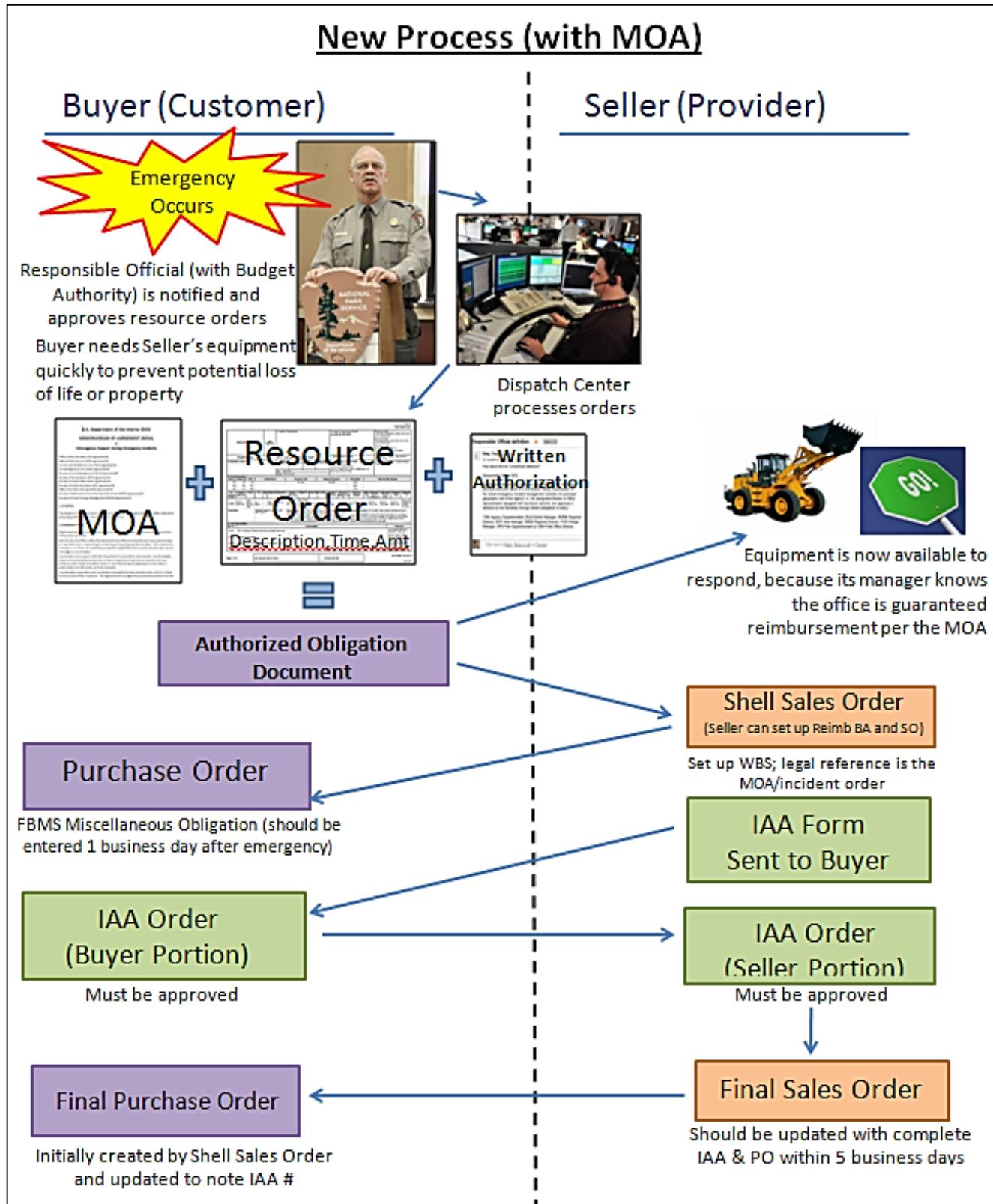
*Reports to the Secretary of the Interior and receives administrative support and guidance from the Assistant Secretary and Deputy Assistant Secretaries of PMB.

**Reports to the Assistant Secretary for PMB and receives administrative support from the Deputy Assistant Secretary-Public Safety, Resource Protection & Emergency Services.

APPENDIX B: DOI MOA FOR INTRA-AGENCY SUPPORT DURING EMERGENCY INCIDENTS

This flow chart shows the budget/finance process for creating an obligation to maintain funds control and the subsequent IAA under this MOA. The full signed copy of the MOA can be found at:

<http://www.doi.gov/emergency/upload/DOI-MOA-post-surname-FINAL-14JAN14.pdf>



U.S. Department of the Interior
MEMORANDUM OF AGREEMENT
For
Intra-Agency Support during Emergency Incidents

Office of the Secretary (OS) Agreement # PMB0002131
National Park Service (NPS) Agreement # NPS0013797
US Fish and Wildlife Service (FWS) Agreement # DCN 055631
US Geological Survey (USGS) Agreement # GS14000117
Bureau of Land Management (BLM) Agreement location: BLM Continuity of Operations Information Network (COIN) and Safetalk/BLM
Bureau of Reclamation (BOR) Agreement location: Reclamation Emergency Management SharePoint Site/Shared Documents/DOI-EM-MOA
Bureau of Indian Affairs (BIA) Agreement location: Safetalk/BIA
Bureau of Indian Education (BIE) Agreement location: Safetalk/BIE
Office of Surface Mining Reclamation and Enforcement (OSM) Agreement # DTCS 1295
Bureau of Safety and Environmental Enforcement (BSEE) Agreement # ADMSD-13-0068
Bureau of Ocean Energy Management (BOEM) Agreement # ADMSD-13-0001

I. PURPOSE

The purpose of this Memorandum of Agreement (MOA) is to create a framework for Department of the Interior (DOI) bureaus and offices to expedite requests and provide intra-agency support during an emergency while simultaneously initiating the normal business processes. This MOA is applicable to the DOI resources available in the Resource Ordering and Status System (ROSS) for use by other bureaus and offices.

For purposes of this document, and in accordance with Departmental Manual Part 900, an “emergency” is defined as an unusual event or incident that requires an immediate bureau or office response to return to normal operations. An emergency incident may be natural or human caused and requires emergency response to protect life, property, or the environment. Emergency incidents can, for example, include major disasters, emergencies, terrorist attacks, aircraft accidents, earthquakes, hurricanes, tornadoes, tsunamis, war-related disasters, public health and medical emergencies, and other occurrences requiring emergency response.

II. BACKGROUND

Each DOI bureau and office possesses unique expertise and resources, and plays an important role in responding to emergency incidents. DOI responses to emergency incidents can sometimes exceed the capabilities of any individual bureau or office and may require intra-agency coordination.

Coordination and support within the Department is essential to maximize the use of available resources and expertise, and efficiently manage financial resources. Considerable cooperation and coordination among the bureaus and offices already exists; these relationships are critical to the success of DOI emergency incident response functions. This MOA encourages this practice and formalizes methods for DOI bureaus and offices to effectively share and expedite resources during emergency incidents; however, this MOA does not preclude DOI bureaus and offices from providing assistance on a non-reimbursable basis during imminently serious conditions, as authorized in Part 900 of the Departmental Manual, Chapter 1.10.

III. AUTHORITIES

- Economy Act of June 30, 1932 (47 Stat. 417; 31 U.S.C. § 1535), as amended.
- Travel Authority (5 U.S.C. § 5702 et seq.).
- Oil Pollution Act of 1990 (33 U.S.C. § 2701 et seq.).
- Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) (42 U.S.C. § 9601 et seq.), as amended.
- Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 (P.L. 93-288).
- Homeland Security Act of 2002 (6 U.S.C. § 101 et seq.).
- Federal Land Policy and Management Act of 1976 (43 U.S.C. § 1701 et seq.).
- Disaster Relief Act of 1974 (42 U.S.C. § 5147).
- Archeological Resources Protection Act of 1979 (P.L. 100-588 102 Stat. 2983), as amended.
- National Indian Forest Resources Management Act of 1990 (25 U.S.C. § 3101 et seq.).
- National Historic Preservation Act of 1966 (P.L. 102-575, Sect 2), as amended.
- National Oil and Hazardous Substances Pollution Contingency Plan (40 CFR Part 300).
- DOI Interagency Agreement for the Cross Designation of the Interior Law Enforcement Officers to Provide Law Enforcement and Investigative Support in Areas Under the Responsibility of the NPS, BLM, FWS, BOR, BIA, and the OLES, and EM.
- Department of the Interior Departmental Manual, Part 900: Emergency Management Program.

IV. SCOPE OF WORK AND RESPONSIBILITIES

Requests for assistance under this MOA shall be initiated with emergency incident resource orders in ROSS to expedite intra-agency response to an emergency. Under this MOA, the requesting bureau/office (Buyer) agrees to reimburse a responding bureau/office (Seller) for the costs of such resources. Participation in this MOA does not obligate the Seller to provide requested services.

This MOA is limited to obtaining resources through ROSS consisting of personnel; Federally-owned assets; and services, equipment and supplies available within the scope of existing contracts.

The terms of the MOA may only be invoked by a bureau or office's Responsible Official. The Responsible Official is an officer of a bureau or office with budget authority assigned to

manage an emergency incident response in a geographic unit or program/mission area of the agency. This sanction is restricted to the limit of the Responsible Official's (Buyer's) authority to commit funds for the responsible jurisdiction(s) or program area(s). A resource order in ROSS, together with the invocation of this MOA, creates an authorized obligation which provides assurance of funding to a Seller.

The Requesting Bureau/Office (Buyer) agrees to the following:

- A. The Responsible Official for the jurisdiction or program area where the emergency has occurred has the budget authority to create obligations and authorize emergency incident resource orders. Should the authority to enter resource orders be delegated to someone other than the Responsible Official, the Responsible Official must work with that individual to ensure funds are available to reimburse the Seller for the goods and services provided and that the request is in the best interest of the United States government.
- B. The emergency incident resource orders will contain a request for specific services to comply with the legal requirements of an obligation. The document will describe the capabilities requested, when and where the resources are needed, an estimate of the length of time the resources are required, and will include a cost structure (line of accounting).
- C. In the event a Buyer's funding is inadequate to cover the purchase order, then the Buyer's bureau/office agrees to allocate additional budget resources to the delegated official within five (5) business days.
- D. A purchase order should be processed as a miscellaneous obligation in the financial accounting system of record by the close of the following business day (after resources are made available). The purchase order and its line of accounting will be communicated to the Seller. The Intra-agency Agreement (IAA) should be prepared by the Buyer within two (2) days of completion of the purchase order.
- E. The Buyer commits to reimbursing the Seller for the actual costs of the goods and services (e.g. personnel, equipment, aircraft, supplies, and other services) provided for the emergency on a timely basis.
- F. The Buyer, through existing bureau/office procedures established by the Emergency Coordinator, will notify the Interior Operations Center (IOC) when this Agreement has been invoked and an emergency incident has been established in ROSS by submitting a Form ICS-209-DOI or Spot Report. The IOC will assign an emergency incident tracking number to be used for departmental reporting requirements.
- G. When emergency incident activities come to a close, the Buyer will submit a final incident report (Form ICS-209-DOI) to the Interior Operations Center (doi_watch_office@ios.doi.gov), after which provisions of this agreement will no longer apply.

- H. The parties to this MOA will comply with all DOI financial management principles, policies, and regulations; and certify an adequate system of internal controls to ensure proper accountability of their respective funds.

The responding Bureau/Office (Seller) agrees to the following:

- A. The Seller will provide assistance in the form of personnel, equipment, aircraft, supplies and/or other services on a reimbursable basis when a request for assistance complies with the requirements of this agreement and the Seller is able to provide the requested resources.
- B. The Seller retains the right to disapprove or modify any request that may degrade the bureau/office's operational readiness, or if it is otherwise unable to provide the requested resources.

Work can immediately begin, and a temporary sales order can be set up in the financial system of record referencing the MOA as authority until the purchase order and final IAA is completed and approved (at which time the temporary sales order must be adjusted to reflect this information).

The processes outlined in this MOA do not eliminate the requirement for the Seller to set up an IAA and sales order in the financial accounting system of record within the timeframe specified in the MOA, and comply with all applicable funds control and acquisition regulations. Barring unusual circumstances, the sales order should be completed within five (5) business days.

In executing this MOA, all parties will adhere to the provisions of the *DOI Supplement to the Interagency Incident Business Management Handbook* in its entirety. Specific incident business management procedures, including guidance for implementing this Agreement for the Buyer and Seller under specific incident authorities and types of eligible reimbursable expenses, can be found in the Supplement.

V. TERMS OF AGREEMENT

- A. This MOA will become effective and remain in effect for a period of five (5) years commencing on the date of the last signature, unless otherwise agreed, modified or terminated by mutual agreement. After five (5) years, the MOA shall be reviewed by all participants to determine suitability for renewal, revision, or termination.
- B. Extensions must be granted in writing and signed by all signatories, or authorized representatives, to this Agreement.
- C. Any party may terminate its participation in this MOA by providing written notice to each of the other parties in this MOA at least thirty (30) calendar days prior to the proposed date of termination. The remaining parties may continue the provisions of this

MOA. All parties understand that reimbursement for any expenses properly incurred by a terminating party before its end date will be made in accordance with the terms of this MOA.

- D. This Agreement does not supersede or modify existing mutual aid agreements, assistance agreements, Memoranda of Understanding, or contract procedures between individual bureau/offices and other federal agencies or non-federal entities.

VI. GENERAL PROVISIONS

- A. All obligations of the parties to this MOA shall be subject to requirements relating to the availability of funds.
- B. This MOA may be modified to incorporate any changes that are mutually agreed upon by all parties. A modification will not become effective until it has been reviewed and approved by the Departmental Offices of Emergency Management, Budget, Financial Management, and Acquisition and Property Management; and signed by all parties to the MOA.
- C. Nothing herein is intended to conflict with current law, regulation or directive. If any terms of this MOA are inconsistent with such authority, then those conditions shall be invalid, but the remaining provisions and agreements shall remain in full effect.
- D. The parties will follow the claims procedures outlined in the *DOI Supplement to the Interagency Incident Business Management Handbook*.

VII. RESOLUTION OF DISAGREEMENTS

In the event of a disagreement in the interpretation of the provisions of this MOA, or amendments and/or modifications thereto, that cannot be resolved at the operating level, the issues will be stated in writing by each party and presented to the other parties for consideration. If agreement on interpretation is not reached within thirty (30) days, the parties will then forward the written disagreement to bureau/office Directors for appropriate resolution.

VIII. PRINCIPAL MOA CONTACTS – EMC

The DOI Emergency Management Council will be the primary points of contact for DOI bureaus and offices; and are responsible for coordinating an annual policy review of the currency and adequacy of this Agreement among the signatories, and/or their designees:

Office of Emergency Management

Laurence Broun
202-208-4679
Laurence_Broun@ios.doi.gov

U.S. Fish and Wildlife Service

LeaAnne Thorne
703-358-2226
LeaAnne_Thorne@fws.gov

Bureau of Indian Affairs

Sid Caesar
202-208-3555
sid.caesar@bia.gov

Interior Business Center

Joseph Kovalchick
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Joe_P_Kovalchick@nbc.gov

Bureau of Indian Education

Eric North
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Eric.North@bie.edu

National Park Service

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Bureau of Land Management

Rodney Walker
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Rodney_Walker@blm.gov

Office of Inspector General

James Robison
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JAMES_ROBISON@DOIOIG.GOV

Bureau of Ocean Energy Management

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Office of the Chief Information Officer

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Bureau of Reclamation

William Shipp
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Office of International Affairs

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Bureau of Safety & Environmental Enforcement

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Office of Communications

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Office of Natural Resources Revenue

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Office of Acquisition and Property Management

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Office of Financial Management

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Office of Human Resources

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Office of Occupational Safety and Health

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Office of Insular Affairs

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Marina_Tinitali@ios.doi.gov

Office of Law Enforcement and Security

Jeffrey Waalkes
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Jeff_Waalkes@ios.doi.gov

Office of Budget

Kim Prendergast
202-208-6443
Kimberly_Prendergast@ios.doi.gov

Office of Surface Mining Reclamation and Enforcement

Max Brown
202-208-2652
mbrown2@osmre.gov

Office of the Special Trustee

Leon Craig
202-208-6618
Leon_Craig@ost.doi.gov

Office of the Solicitor

Larry Emanuel
202-208-1549
Larry.Emanuel@sol.doi.gov

U.S. Geological Survey

Stephen Hammond
703-648-5033
sehammon@usgs.gov

IX. SIGNATORIES

By signature below, the Bureaus and/or Offices agree to abide by the terms and conditions of this Agreement:

By: Pamela Haze Date: 8-9-13

Pamela K. Haze,
Deputy Assistant Secretary for Budget, Finance, Performance, and Acquisition, Office of the Secretary

By: [Signature] Date: 9/5/13

for Jonathan Jarvis, Director of the National Park Service

By: [Signature] Date: 9-16-13

Daniel M. Ashe, Director of the US Fish and Wildlife Service

By: [Signature] Date: 12/11/13

for Suzette Kimball, acting Director of the US Geological Survey

By: [Signature] Date: 9/18/13

for Nell Kornze, Director of the Bureau of Land Management

By: [Signature] Date: 9/20/13

for Michael Connor, Commissioner of the Bureau of Reclamation

By: [Signature] Date: 9/26/13

Michael S. Black, Director of the Bureau of Indian Affairs

By: [Signature] Date: 10/24/13

Acting Director of the Bureau of Indian Education

By: [Signature] Date: 12-19-13

Joseph Pizarchik, Director of the Office of Surface Mining, Reclamation & Enforcement

By: [Signature] Date: 11/25/13







for Brian Salerno, Director of the Bureau of Safety and Environmental Enforcement






By: [Signature] Date: 10/31/13

Tommy R. Beaudreau, Director of the Bureau of Ocean Energy Management

w/ comments & tracked

APPENDIX C: EXAMPLE BLANK REIMBURSABLE SUPPORT AGREEMENT

UNITED STATES DEPARTMENT OF THE INTERIOR INTER/INTRA-AGENCY AGREEMENT (IAA)				1. Period of Performance				
								
Buyer has work performed for them by the Seller named in item 6b.		Seller to perform work as describe herein for the agency named in item 6a.						
SEE INSTRUCTIONS ON PAGE 2								
2. Common Document Number (Agreement Number)			3. Check appropriate box <input type="checkbox"/> Original <input type="checkbox"/> Modification No.					
4. Under the authority of (Cite authorities):								
<input type="checkbox"/> 43 U.S.C. 1701 et seq., (FLPMA)		<input type="checkbox"/> Working Capital Fund (WCF)						
<input type="checkbox"/> Department of the Interior Appropriation Act for FY		<input type="checkbox"/> Other: _____						
<input type="checkbox"/> 31 U.S.C. 1535 (the Economy Act)								
5. Description of Work (If more space is needed, attach additional sheets):			PROJECT TITLE:					
Buyer			Seller					
6a. Agency: Address: Address: Administrative POC Email: Phone Fax			6b. Agency: Address: Address: Administrative POC: Email: Phone Fax:					
Technical Point of Contact: Email: Phone Fax			Technical Point of Contact: Email: Phone Fax:					
ACCOUNT DATA		BUYER		SELLER				
7. Agency Location Code	7a.	7b.	15b. NOTE: Seller, ensure project completion by this date (Seller must not incur additional costs) See Block 15a					
8. BPN Number (DUNS #) FSN	8a.	8b.						
9. Treasury Account Symbol (TAS)	9a.	9b.						
10. Standard General Ledger	10a.	10b.						
11. Cost Structure/Account	11a.	11b.						
12. Business Event Type Code	12a.	12b.						
13. Requisition Number for Buyer/Project Account for Seller	13a.	13b.						
14. Contract Line Number for Buyer/ Proposal Number or other data for Seller	14a.	14b.						
15. Buyer provide Expiration of Funding Source (Date or indefinite)	15a.							
16. Amount Obligated by Buyer		17. Bill To (Name and Address, including zip code of Finance Office): Name: Address: Address:						
a. Initial or current obligation:	\$							
b. Modification Amount (check one) <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$							
c. Total obligation:	\$							
18. Billing for Federal Agencies and DOD will be processed via IPAC. (billing will be done <input type="checkbox"/> bi-weekly <input type="checkbox"/> monthly <input type="checkbox"/> quarterly <input type="checkbox"/> in advance)								
Upon Approval, this agreement constitutes an obligation against Buyer requesting the work; or authority to proceed with work by Seller for the herein named agency in anticipation of reimbursement.								
19. Approved for Buyer: (Contracting Officer or other Authorized Signature) *other only for WCF			20. Approved by Seller: (Seller's Authorizing Signature)					
19a. Name (Type):		20a. Name (Type):						
19b. Title:	19c. Date:	20b. Title:		20c. Date:				

Continuation Sheet		UNITED STATES DEPARTMENT OF THE INTERIOR			Pages: of				
    		INTER/INTRA-AGENCY AGREEMENT (IAA)			<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:50%;">START</th> <th style="width:50%;">END</th> </tr> <tr> <td style="height: 30px;"></td> <td style="height: 30px;"></td> </tr> </table>	START	END		
START	END								
2. Common Document Number (Agreement Number)		3. Check appropriate box <input type="checkbox"/> Original <input type="checkbox"/> Modification No.							
Buyer		Seller							
6a. Agency: Address: Address:		6b. Agency: Address: Address:							
ACCOUNT DATA		BUYER		SELLER					
9. Treasury Account Symbol (TAS)	9a.	9b.							
10. Standard General Ledger	10a.	10b.							
11. Cost Structure/Account	11a.	11b.							
12. Business Event Type Code	12a.	12b.							
13. Requisition Number for Buyer/Project Account for Seller	13a.	13b.							
14. Contract Line Number for Buyer/ Proposal Number or other data for Seller	14a.	14b.							
15. Buyer provide Expiration of Funding Source (Date or indefinite)	15a.	15b. NOTE: Seller, ensure project completion by this date (Seller must not incur additional costs) See Block 15a							
ACCOUNT DATA		BUYER		SELLER					
9. Treasury Account Symbol (TAS)	9a.	9b.							
10. Standard General Ledger	10a.	10b.							
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9. Treasury Account Symbol (TAS)	9a.	9b.							
10. Standard General Ledger	10a.	10b.							
11. Cost Structure/Account	11a.	11b.							
12. Business Event Type Code	12a.	12b.							
13. Requisition Number for Buyer/Project Account for Seller	13a.	13b.							
14. Contract Line Number for Buyer/ Proposal Number or other data for Seller	14a.	14b.							
15. Buyer provide Expiration of Funding Source (Date or indefinite)	15a.	15b. NOTE: Seller, ensure project completion by this date (Seller must not incur additional costs) See Block 15a							

APPENDIX D: EXAMPLE BLANK POLLUTION REMOVAL FUNDING AUTHORIZATION

**Federal Agency
Pollution Removal Funding Authorization**

Recipient Agency	
Address	
Agency Locator Code (ALC)	
Agency DUNS	
Agency Tax ID	

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 Agency'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.

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.

APPENDIX F: HAZARD DUTY PAY DIFFERENTIALS (APPENDIX A TO SUBPART I OF PART 550)

Schedule of Pay Differentials Authorized for Hazardous Duty

Duty	Rate of hazard pay differential %
Exposure to Hazardous Weather or Terrain:	
(1) <i>Work in rough and remote terrain.</i> When working on cliffs, narrow ledges, or near vertical mountainous slopes where a loss of footing would result in serious injury or death, or when working in areas where there is danger of rock falls or avalanches.	25
(2) <i>Traveling under hazardous conditions.</i> (a) When travel over secondary or unimproved roads to isolated mountain-top installations is required at night, or under adverse weather conditions (such as snow, rain, or fog) which limits visibility to less than 30 meters (100 feet), when there is danger of rock, mud, or snow slides.	25
(b) When travel in the wintertime, either on foot or by means of vehicle, over secondary or unimproved roads or snow trails, in sparsely settled or isolated areas to isolated installations is required when there is danger of avalanches, or during “whiteout” phenomenon which limits visibility to less than 3 meters (10 feet).	25
(c) When work or travel in sparsely settled or isolated areas results in exposure to temperatures and/or wind velocity shown to be of considerable danger, or very great danger, on the wind chill chart (Appendix E), and shelter (other than temporary shelter) or assistance is not readily available.	25
(3) <i>Snow or ice removal operations.</i> When participating in snowplowing or snow or ice removal operations, regardless of whether on primary, secondary, or other class of roads, when (a) there is danger of avalanche, or (b) there is danger of missing the road and falling down steep mountainous slopes because of lack of snow stakes, “white-out” conditions, or sloping ice-pack covering the snow.	25
(4) <i>Water search-and-rescue operations.</i> Participating as a member of a water search-and-rescue team in adverse weather conditions when winds are blowing at 56 km/h (35 m.p.h., classified as gale winds) or in water search-and-rescue operations conducted at night.	25
(5) <i>Travel on Lake Pontchartrain.</i> (a) When embarking, disembarking, or traveling in small craft (boat) on Lake Pontchartrain when wind direction is from north, northeast, or northwest, and wind velocity is over 7.7 meters per second (15 knots); or	25
(b) When travelling in small crafts, where craft is not radar equipped, on Lake Pontchartrain is necessary due to emergency or unavoidable conditions and the trip is made in a dense fog under fog- run procedures.	25
(6) <i>Hazardous boarding or leaving of vessels.</i> When duties (a), (b), or (c) are performed under adverse conditions of foul weather, ice, or night and when the sea state is high (0.9 meter (3 feet) and above):	25
(a) Boarding or leaving vessels at sea or standing offshore during lightering or personnel transfer operations.	25

(b) Boarding, leaving, or transferring equipment between small boats or rafts and steep, rocky, or coral surrounded shorelines.	25
(c) Transferring equipment between a small boat and rudimentary dock by improvised or temporary facility such as an unfastened plank leading from boat to dock.	25
(7) <i>Small craft tests under unsafe sea conditions.</i> Conducting craft tests to determine the sea-keeping characteristics of small craft in a seaway when U.S. storm warnings normally indicate unsafe seas for a particular size craft.	25
(8) <i>Working on a drifting sea ice floe.</i> When the job requires that the work be performed out on sea ice, e.g., installing scientific instruments and making observations for research purposes.	25
Exposure to Physiological Hazards	
(1) <i>Pressure chamber subject.</i> (a) Participating as a subject in diving research tests which seek to establish limits for safe pressure profiles by working in a pressure chamber simulating diving or, as an observer to the test or as a technician assembling underwater mock-up components for the test, when the observer or technician is exposed to high-pressure gas-piping systems, gas cylinders, and pumping devices which are susceptible to explosive ruptures.	25
(b) <i>Working in pressurized sonar domes.</i> Performing checkout of sonar system after sonar dome has been pressurized. This may include such duties as changing transducer elements; setting of transducer turntables; checking of cables, piping, valves, circuits, underwater telephone, and pressurization plugs.	8
(c) Working in non-pressurized sonar domes that are a part of an underwater system. Performing certification pretrial inspections, involving such duties as calibrating, adjusting, and photographing equipment, in limited space and with limited egress.	4
(2) <i>Simulated altitude chamber subjects. Observers.</i> Participating in simulated altitude studies ranging from 5,500 to 45,700 meters (18,000 to 150,000 feet) either as subject or as observer exposed to the same conditions as the subject.	25
(3) <i>Centrifuge subjects.</i> Participating as subject in centrifuge studies involving elevated G forces above the level of 49 meters per second ² (5 G's), whether or not at reduced atmospheric pressure.	25
(4) <i>Rotational flight simulator subject.</i> Participating as a subject in a Rotational Flight Simulator in studies involving continuous rotation in one axis through 360° or in a combination of any axes through 360° at rotation rates greater than 15 r.p.m. for periods exceeding three minutes.	25
Hot Work—Working in confined spaces wherein the employee is subject to temperatures in excess of 43 °C (110 °F).	4
(5) <i>Environmental thermal-chamber tests:</i> Subjects and observers exposed to the hazards and physical hardships of an environmental chamber-thermal test which simulates adverse weather or sea conditions such as the exposure to subzero temperatures; high heat and humidity; and cold water, spray, wind, and wave action.	25
(6) <i>Working at high altitudes.</i> Performing work at a land-based worksite more than 3900 meters (12,795 feet) in altitude, provided the employee is required to commute to the worksite on the same day from a substantially lower altitude under circumstances in which the rapid change in altitude may result in acclimation problems.	8

Exposure to Hazardous Agents, work with or in close proximity to:	
(1) <i>Explosive or incendiary materials.</i> Explosive or incendiary materials which are unstable and highly sensitive.	25
(2) <i>At-sea shock and vibration tests.</i> Arming explosive charges and/or working with, or in close proximity to, explosive armed charges in connection with at-sea shock and vibration tests of naval vessels, machinery, equipment and supplies.	25
(3) <i>Toxic chemical materials.</i> Toxic chemical materials when there is a possibility of leakage or spillage.	25
(4) <i>Fire retardant materials tests.</i> Conducting tests on fire retardant materials when the tests are performed in ventilation-restricted rooms where the atmosphere is continuously contaminated by obnoxious odors and smoke which causes irritation to the eyes and respiratory tract.	25
(5) <i>Virulent biologicals.</i> Materials of micro-organic nature which, when introduced into the body, are likely to cause serious disease or fatality and for which protective devices do not afford complete protection.	25
(6) <i>Asbestos.</i> Significant risk of exposure to airborne concentrations of asbestos fibers in excess of the permissible exposure limits (PELS) in the standard for asbestos provided in title 29, Code of Federal Regulations, §§ 1910.1001 or 1926.58, when the risk of exposure is directly connected with the performance of assigned duties. Regulatory changes in § 1910.1001 or 1926.58 are hereby incorporated in and made a part of this category, effective on the first day of the first pay period beginning on or after the effective date of the changes.	8
Participating in Liquid Missile Propulsion Tests and Certain Solid Propulsion Operations	
(1) <i>Tanking and de-tanking.</i> Tanking or de-tanking operations of a missile or the test stand "run" bottles with liquid propellants.	25
(2) <i>Hoisting a tanked missile.</i> Hoisting a tanked missile or a solid propellant propulsion system into and/or over the test stand.	25
(3) <i>Pressure tests.</i> Pressure tests on loaded missiles, missile tanks, or run bottles during pre-fire preparations.	25
(4) <i>Test-stand tests.</i> Test-stand operations on loaded missiles under environmental conditions where the high or low temperatures could cause a failure of a critical component.	25
(5) <i>Disassembly and breakdown.</i> Disassembly and breakdown of a contaminated missile system or test-stand plumbing after test.	25
(6) <i>"Go" condition test-stand work.</i> Working on any test-stand above the 15-meter (50-foot) level or any stand work while the system is in a "go" condition.	25
(7) <i>Arming and de-arming propulsion systems.</i> Arming, de-arming or the installation and/or removal of any squib, explosive device, or a component thereof connected to, or part of, any live or potentially expended liquid or solid propulsion system.	25
(8) <i>Demolition and destruct tests.</i> Demolition, hazards classification, or destruct type tests where the specimen is nonstandard and/or unproven and the test techniques do not conform to standard or proven procedures.	25

Work in Fuel Storage Tanks	
When inspecting, cleaning, or repairing fuel storage tanks where there is no ready access to an exit, under conditions requiring a breathing apparatus because all or part of the oxygen in the atmosphere has been displaced by toxic vapors or gas, and failure of the breathing apparatus would result in serious injury or death within the time required to leave the tank.	25
Firefighting	
(1) <i>Forest and range fires.</i> Participating as a member of a firefighting crew in fighting forest and range fires on the fireline.	25
(2) <i>Equipment, installation, or building fires.</i> Participating as an emergency member of a firefighting crew in fighting fires of equipment, installations, or buildings.	25
(3) <i>In-water under-pier firefighting operations.</i> Participating in in-water under-pier firefighting operations (involving hazards beyond those normally encountered in firefighting on land, e.g., strong currents, cold water temperature, etc.).	25
Work in Open Trenches	
Work in an open trench 4.6 meters (15 feet) or more deep until proper shoring has been installed.	25
Underground Work	
Work underground performed in the construction of tunnels and shafts, and the inspection of such underground construction, until the necessary lining of the shaft or tunnel has eliminated the hazard.	25
Underwater Duty	
(1) <i>Submerged submarine or deep research vehicle.</i> Duty aboard a submarine or deep research vehicle when it submerges.	25
(2) <i>Diving.</i> Diving, including SCUBA (self-contained underwater breathing apparatus) diving, required in scientific and engineering pursuits, or search and rescue operations, when:	25
(a) at a depth of 6 meters (20 feet) or more below the surface; or,	25
(b) visibility is restricted; or,	25
(c) in rapidly flowing or cold water; or,	25
(d) vertical access to the surface is restricted by ice, rock, or other structure; or,	25
(e) testing or working with hardware which presents special hazards (such as work with high voltage equipment or work with underwater mockup components in an underwater space simulation study).	25
Sea Duty Aboard Deep Research Vessels	
Participating in sea duty wherein the team member is engaged in handling equipment on or over the side of the vessel when the sea-state is high (6.2 meter-per-second winds {12-knot winds} and 0.9-meter waves {3-foot waves}) and the work is done on deck in relatively unprotected areas.	25

Collection of Aircraft Approach and Landing Environmental Data	
When operating or monitoring camera equipment adjacent to the flight deck in the area of maximum hazard during a landing sequence while conducting photographic surveys aboard aircraft carriers during periods of heavy aircraft operations.	25
Experimental Landing/Recovery Equipment Tests	
Participating in tests of experimental or prototype landing and recovery equipment where personnel are required to serve as test subjects in spacecraft being dropped into the sea or laboratory tanks.	25
Land Impact or Pad Abort of Space Vehicle	
Actual participating in de-arming and safing explosive ordinance, toxic propellant, and high pressure vessels on vehicles that have land impacted or on vehicles on the launch pad that have reached a point in the countdown where no remote means are available for returning the vehicle to a safe condition.	25
Height Work	
Working on any structure of at least 15 meters (50 feet) above the base level, ground, deck, floor, roof, etc., under open conditions, if the structure is unstable or if scaffolding guards or other suitable protective facilities are not used, or if performed under adverse conditions such as snow, sleet, ice on walking surfaces, darkness, lightning, steady rain, or high-wind velocity.	25
Flying, participating in:	
(1) <i>Pilot proficiency training.</i> Flights for pilot proficiency training in aircraft new to the pilot under simulated emergency conditions which parallel conditions encountered in performing flight tests.	25
(2) <i>Delivery of new aircraft for flight testing.</i> Flights to deliver aircraft that have been prepared for one-time flight without being test flown prior to delivery flight.	25
(3) <i>Test flights of newly modified or repaired aircraft.</i> Test flights of a new or repaired aircraft or modified aircraft when the modification may affect the flight characteristics of the aircraft.	25
(4) <i>Reduced gravity—parabolic arc flights—subjects/observers.</i> Reduced gravity flight testing in an aircraft flying a parabolic flight path and providing a testing environment ranging from weightlessness up through +20 meters per second ² (+2 gravity conditions).	25
(5) <i>Launch and recovery.</i> Test flights involving launch and recovery aboard an aircraft carrier.	25
(6) <i>Limited control flights.</i> Flights undertaken under unusual and adverse conditions (such as extreme weather, maximum load or overload, limited visibility, extreme turbulence, or low-level flights involving fixed or tactical patterns) which threaten or severely limit control of the aircraft.	25
(7) <i>Flight tests of expandable aircraft tires.</i> Landing to test aircraft tires designed to deflate upon retraction, undertaken to appraise the normal deflate-reflate cycle and also to evaluate the capability to make a satisfactory landing with the tires deflated.	25
(8) <i>Landing and taking-off in polar areas.</i> Landing in polar areas on unprepared snow or ice surfaces and/or taking-off under the same conditions.	25

Experimental Parachute Jumps	
Participating as a jumper in field exercises to test and evaluate new types of jumping equipment and/or jumping techniques.	25
Ground Work Beneath Hovering Helicopter	
Participating in ground operations to attach external load to helicopter hovering just overhead.	25
<i>Sling-suspended transfers.</i> When performance of duties requires transfer from a helicopter to a ship via a sling on the end of a steel cable or from a ship to another ship via a chair harness hanging from a highline between the ships when both vessels are underway.	25
<i>Carrier suitability trials aboard aircraft carriers.</i> Participating in carrier suitability trials aboard aircraft carriers when work is performed on the flight deck during launch, recovery, and refueling operations.	25
<i>Cargo handling during lightering operations.</i> Off-loading of cargo and supplies from surface ships to Landing Craft—Medium (LCM) boats involving exposure not only to falling cargo but to such other hazards as shifting cargo within the LCM, swinging cargo hooks, and the possibility of falling between the LCM and cargo vessel.	25
Work in unsafe structures: Working within or immediately adjacent to a building or structure which has been severely damaged by earthquake, fire, tornado, flood, or similar cause, when the structure has been declared unsafe by competent technical authority, and when such work is considered necessary for the safety of personnel or recovery of valuable materials or equipment, and the work is authorized by competent authority.	25

APPENDIX G: ENVIRONMENTAL PAY DIFFERENTIALS (APPENDIX J TO SUBPART E OF PART 532)

Schedule of ENVIRONMENTAL PAY Differentials Authorized Under Subpart E

Part I—Payment for Actual Exposure

Category for which payable	Differential rate (percent)
1. <i>Flying</i> . Participating in flights under one or more types of the following conditions:	100
a. Test flights of a new or repaired plane or modified plane when the repair or modification may affect the flight characteristics of the plane.	100
b. Flights for test performance of plane under adverse conditions, such as in low altitude or severe weather conditions, maximum load limits, or overload.	100
c. Test missions for the collection of measurement data where two or more aircraft are involved and flight procedures require formation flying and/or rendezvous at various altitudes and aspect angles.	100
d. Flights deliberately undertaken in extreme weather conditions, such as flying into a hurricane to secure weather data.	100
e. Flights to deliver aircraft which have been prepared for one-time flight without being test flown prior to delivery flight.	100
f. Flights for pilot proficiency training in aircraft new to the pilot under simulated emergency conditions which parallel conditions encountered in performing flight tests.	100
g. Low-level flights in small aircraft, including helicopters, at altitude of 150 meters (500 feet) and under in daylight, and 300 meters (1,000 feet) and under at night when the flights are over mountainous terrain, or in fixed-wing aircraft involving maneuvering at the heights and times specified above, or in helicopters maneuvering and hovering over water at altitudes of less than 150 meters (500 feet).	100
h. Low-level flights in an aircraft flying at altitudes of 60 meters (200 feet) and under while conducting wildlife surveys and law enforcement activities, animal depredation abatement and making agricultural applications, and conducting or facilitating search-and-rescue operations; flights in helicopters at low levels involving line inspection, maintenance, erection, or salvage operations.	100
i. Flights involving launch or recovery aboard an aircraft carrier.	100
j. Reduced-gravity light testing in an aircraft flying a parabolic flight path and providing a testing environment ranging from weightlessness up through 20 meters per second ² (2 gravity) conditions.	100
2. <i>High work</i>	25
a. Working on any structure of at least 30 meters (100 feet) above the ground, deck, floor or roof, or from the bottom of a tank or pit.	25
b. Working at a lesser height:	25
(1) If the footing is unsure or the structure is unstable; or	25
(2) If safe scaffolding, enclosed ladders, or other similar protective facilities are not adequate (for example, working from a swinging stage, boatswain chair, a similar support); or	25
(3) If adverse conditions such as darkness, steady rain, high wind, icing, lightning or similar environmental factors render working at such height(s) hazardous.	25
3. <i>Floating targets</i> . Servicing equipment on board a target ship or barge in which the employee is required to board or leave the target vessel by small boat or helicopter.	15

4. <i>Dirty work</i> . Performing work which subjects the employee to soil of body or clothing:	4
a. Beyond that normally to be expected in performing the duties of the classification; and	4
b. Where the condition is not adequately alleviated by the mechanical equipment or protective devices being used, or which are readily available, or when such devices are not feasible for use due to health considerations (excessive temperature, asthmatic conditions, etc.); or	4
c. When the use of mechanical equipment, protective devices, or protective clothing results in an unusual degree of discomfort.	4
5. <i>Cold work</i> . a. Working in cold storage or other climate-controlled areas where the employee is subjected to temperatures at or below freezing (0 degrees Celsius {32 degrees Fahrenheit}).	4
b. Working in cold storage or other climate-controlled areas where the employee is subjected to temperatures at or below freezing (0 degrees Celsius {32 degrees Fahrenheit}) where such exposure is not practically eliminated by the mechanical equipment or protective devices being used.	4
6. <i>Hot work</i> . a. Working in confined spaces wherein the employee is subjected to temperatures in excess of 43 degrees Celsius (110 degrees Fahrenheit).	4
b. Working in confined spaces wherein the employee is subjected to temperatures in excess of 43 degrees Celsius (110 degrees Fahrenheit) where such exposure is not practically eliminated by the mechanical equipment or protective devices being used.	4
7. <i>Welding preheated metals</i> . Welding various metals or performing an integral part of the welding process when the employee must work in confined spaces in which large sections of metal have been preheated to 66 degrees Celsius (150 degrees Fahrenheit) or more, and the discomfort is not alleviated by protective devices or other means, or discomforting protective equipment worn.	4
8. <i>Micro-soldering or wire welding and assembly</i> . Working with binocular-type microscopes under conditions which severely restrict the movement of the employee and impose a strain on the eyes, in the soldering or wire welding and assembly of miniature electronic components.	4
9. <i>Exposure to hazardous weather or terrain</i> . Exposure to dangerous conditions of terrain, temperature and/or wind velocity, while working or traveling when such exposure introduces risk of significant injury or death to employees, such as the following examples:	25
—Working on cliffs, narrow ledges, or steep mountainous slopes, with or without mechanical work equipment, where a loss of footing would result in serious injury or death.	25
—Working in areas where there is a danger of rock falls or avalanches.	25
—Traveling on secondary or unimproved roads to isolated mountaintop installations at night or under adverse weather conditions (snow, rain, or fog) which limit visibility to less than 30 meters (100 feet), when there is danger of rock, mud, or snow slides.	25
—Traveling in the wintertime, either on foot or by vehicle, over secondary or unimproved roads or snow trails, in sparsely settled or isolated areas to isolated installations when there is danger of avalanches, or during “whiteout” phenomenon which limits visibility to less than 3 meters (10 feet).	25
—Working or traveling in sparsely settled or isolated areas with exposure to temperatures and/or wind velocity shown to be of considerable or very great danger on the wind chill chart (Appendix E), and shelter (other than temporary shelter) or assistance is not readily available.	25
—Snowplowing or snow and ice removal on primary, secondary, or other class of roads, when (a) there is danger of avalanche, or (b) there is danger of missing the road and falling down steep mountainous slopes because of lack of snow-stakes, “whiteout” conditions, or sloping icepack covering the snow.	25

10. <i>Unshored work</i> . Working in excavation areas before the installation of proper shoring or other securing barriers, or in catastrophe areas, where there is a possibility of cave-in, building collapse or falling debris when such exposures introduce risk of significant injury or death to employees, such as the following examples:	25
—Working adjacent to the walls of an unshored excavation at depths greater than 1.8 meters (6 feet) (except when the full depth of the excavation is in stable solid rock, hard slag, or hard shale, or the walls have been graded to the angle of repose; that is, where the danger of slides is practically eliminated), when work is performed at a distance from the wall which is less than the height of the wall.	25
—Working within or immediately adjacent to a building or structure which has been severely damaged by earthquake, fire, tornado, or similar cause.	25
—Working underground in the construction and/or inspection of tunnels and shafts before the necessary lining of the passageway has been installed.	25
—Duty underground in abandoned mines where lining of tunnels or shafts is in a deteriorated condition.	25
11. <i>Ground work beneath hovering helicopter</i> . Participating in operation to attach or detach external load to helicopter hovering just overhead.	15
12. <i>Hazardous boarding or leaving of surface craft</i> . Boarding or leaving vessels or transferring equipment to or from a surface craft under adverse conditions of foul weather, ice, or at night when sea state is high (0.9 meter {3 feet} and above), and deck conditions and/or wind velocity in relation to the size of the craft introduce unusual risks to employees:	15
—Boarding or leaving vessels at sea.	15
—Boarding or leaving or transferring equipment between small boats or rafts and steep, rocky, or coral-surrounded shorelines.	15
—Transferring equipment between a small boat and a rudimentary dock by improvised or temporary facility, such as an unfastened plank leading from boat to dock.	15
—Boarding or leaving or transferring equipment from or to ice-covered floats, rafts, or similar structures when there is danger of capsizing due to the added weight of the ice.	15
13. <i>Cargo handling during lightering operations</i> . Off-lading of cargo and supplies from surface ships to Landing Craft-Medium (LCM) boats when swells or wave action are sufficiently severe as to cause sudden listing or pitching of the deck surface or shifting or falling of equipment, cargo, or supplies which could subject the employee to falls, crushing, ejection into the water or injury by swinging cargo hooks.	8
14. <i>Duty aboard surface craft</i> . Duty aboard a surface craft when the deck conditions or sea state and wind velocity in relation to the size of the craft introduces the risk of significant injury or death to employees, such as the following:	15
Participating as a member of a water search-and-rescue team in adverse weather conditions when winds are blowing at 56 km/h (35 m.p.h., classified as gale winds) or in water search-and-rescue operations at night.	15
—Participating as a member of a weather projects team when work is performed under adverse weather conditions, when winds are blowing at 56 km/h (35 m.p.h.), and/ or when seas are in excess of 4.3 meters (14 feet), or when working on outside decks when decks are slick and icy when swells are in excess of 0.9 meter (3 feet).	15
—When embarking, disembarking, or traveling in small craft (boat) on Lake Ponchartrain when wind direction is from the north, northeast, or northwest and wind velocity is over 7.7 meters per second (15 knots); or when travel on Lake Ponchartrain is necessary in small craft, without radar equipment, due to emergency or unavoidable conditions and the trip is made in dense fog-run procedures.	15

—Participating in deep research vessel sea duty wherein the team member is engaged in handling equipment on or over the side of the vessel when the sea state is high (6.2-meter-per-second {12-knot} winds and 0.9 meter {3-foot} waves) and the work is done on relatively unprotected deck areas.	15
—Transferring from a ship to another ship via a chair harness hanging from a highline between the ships when both vessels are under way.	15
—Duty performed on floating platforms, camels, or rafts using tools, equipment, or materials associated with ship repair or construction activities, where swells or wave action are sufficiently severe to cause sudden listing or pitching of the deck surface or dislodgement of equipment which could subject the employee to falls, crushing, or ejection into the water.	15
15. <i>Work at extreme heights.</i> Working at heights 30 meters (100 feet) or more above the ground, deck, floor or roof, or from the bottom of a tank or pit on such open structures as towers, girders, smokestacks and similar structures:	50
(1) If the footing is unsure or the structure is unstable; or	50
(2) If safe scaffolding, enclosed ladders, or other similar protective facilities are not adequate (for example, working from a swinging stage, boatswain chair, or a similar support); or	50
(3) If adverse conditions such as darkness, steady rain, high wind, icing, lightning, or similar environmental factors render working at such height(s) hazardous.	50
16. <i>Fibrous Glass Work.</i> Working with or in close proximity to fibrous glass material which results in exposure of the skin, eyes, or respiratory system to irritating fibrous glass particles or slivers where exposure is not practically eliminated by the mechanical equipment or protective devices being used.	6
17. <i>High Voltage Electrical Energy.</i> Working on energized electrical lines rated at 4,160 volts or more which are suspended from utility poles or towers, when adverse weather conditions such as steady rain, high winds, icing, lightning, or similar environmental factors make the work unusually hazardous.	50
18. <i>Welding, Cutting, or Burning in Confined Spaces.</i> Welding, cutting, or burning within a confined space which necessitates working in a horizontal or nearly horizontal position, under conditions requiring egress of at least 4.3 meters (14 feet) over and through obstructions including: (1) access openings and baffles having dimensions which greatly restrict movements, and (2) irregular inner surfaces of the structure or structure components.	6

Part II—Payment on Basis of Hours in Pay Status

Category for which payable	Differential rate (percent)
1. <i>Duty aboard submerged vessel.</i> Duty aboard a submarine or other vessel such as a deep-research vehicle while submerged.	50
2. <i>Explosives and incendiary material—high-degree hazard.</i> Working with or in close proximity to explosives and incendiary material which involves potential personal injury such as permanent or temporary, partial or complete loss of sight or hearing; partial or complete loss of any or all extremities; other partial or total disabilities of equal severity; and/or loss of life resulting from work situations wherein protective devices and/or safety measures either do not exist or have been developed but have not practically eliminated the potential for such personal injury. Normally, such work situations would result in extensive property damage requiring complete replacement of equipment and rebuilding of the damaged area and could result in personal injury to adjacent employees. <i>Examples:</i>	8

—Working with, or in close proximity to operations involved in research, in testing, manufacturing, inspection, renovation, maintenance and disposal, such as:	8
—Screening, blending, drying, mixing, and pressing of sensitive explosives and pyrotechnic compositions such as lead azide, black powder and photoflash powder.	8
—Manufacture and distribution of raw nitroglycerine.	8
—Nitration, neutralization, crystallization, purification, screening and drying of high explosives.	8
—Manufacture of propellants, high explosives and incendiary materials.	8
—Melting, cast loading, pellet loading, drilling, and thread cleaning of high explosives.	8
—Manufacture of primary or initiating explosives such as lead azide.	8
—Manufacture of primer or detonator mix.	8
—Loading and assembling high-energy output flare pellets.	8
—All dry-house activities involving propellants or explosives.	8
—Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive explosives and incendiary materials.	8
—All operations involving firefighting on an artillery range or at an ammunition manufacturing plant or storage area, including heavy duty equipment operators, truck drivers, etc.	8
—All operations involving re-grading and cleaning of artillery ranges.	8
—At-sea shock and vibration tests. Arming explosive charges and/or working with, or in close proximity to, explosive-armed charges in connection with at-sea shock and vibration tests of naval vessels, machinery, equipment and supplies.	8
—Handling or engaging in destruction operations on an armed (or potentially armed) warhead.	8
3. <i>Explosives and incendiary material—low degree hazard.</i> a. Working with or in close proximity to explosives and incendiary material which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation and possible adjacent employees; minor irritation of the skin; minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used.	4
b. Working with or in close proximity to explosives and incendiary material which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation and possible adjacent employees; minor irritation of the skin; minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used and wherein protective device and/or safety measures have not practically eliminated the potential for such injury. <i>Examples:</i>	4
—All operations involving loading, unloading, storage, and hauling of explosive and incendiary ordnance material other than small arms ammunition. (Distribution of raw nitroglycerine is covered under high degree hazard—see category 2 above.)	4
—Duties such as weighing, scooping, consolidating, and crimping operations incident to the manufacture of stab, percussion, and low-energy electric detonators (initiators) utilizing sensitive primary explosives compositions where initiation would be kept to a low order of propagation due to the limited amounts permitted to be present or handled during the operations.	4
—Load, assembly, and packing of primers, fuses, propellant charges, lead cups, boosters, and time-train rings.	4
—Weighing, scooping, loading in bags and sewing of ignitor charges and propellant zone charges.	4

—Loading, assembly, and packing of hand-held signals, smoke signals, and colored marker signals.	4
—Proof-testing weapons with a known overload of powder or charges.	4
—Arming/disarming or the installation/removal of any squib, explosive device, or component thereof, connected to or part of a solid propulsion system, including work situations involving removal, inspection, test, and installation of aerospace vehicle egress and jettison systems and other cartridge actuated devices and rocket-assisted systems or components thereof, when accidental or inadvertent operation of the system or a component might occur.	4
4. <i>Poisons (toxic chemicals)—high-degree hazard.</i> Working with or in close proximity to poisons (toxic chemicals), other than tear gas or similar irritants, which involves potential serious personal injury such as permanent or temporary, partial or complete loss of faculties and/or loss of life including exposure of an unusual degree to toxic chemicals, dust, or fumes of equal toxicity generated in work situations by processes required to perform work assignments wherein protective devices and/or safety measures have been developed but have not practically eliminated the potential for such personal injury. <i>Examples:</i>	8
—Handling and storing toxic chemical agents, including monitoring of areas to detect presence of vapor or liquid chemical agents; examining of material for signs of leakage or deteriorated material; decontaminating equipment and work sites; work relating to disposal of deteriorated material (exposure to conjunctivitis, pulmonary edema, blood infection, impairment of the nervous system, possible death).	8
—Renovation, maintenance, and modification of toxic chemicals, guided missiles, and selected munitions.	8
—Operating various types of chemical engineering equipment in a restricted area, such as reactors, filters, stripping units, fractioning columns, blenders, mixers, pumps, and the like utilized in the development, manufacturing, and processing of toxic or experimental chemical warfare agents.	8
—Demilitarizing and neutralizing toxic chemical munitions and chemical agents.	8
—Handling or working with toxic chemicals in restricted areas during production operations.	8
—Preparing analytical reagents, carrying out colorimetric and photometric techniques, injecting laboratory animals with compounds having toxic, incapacitating or other effects.	8
—Recording analytical and biological tests results where subject to above types of exposure.	8
—Visually examining chemical agents to determine conditions or detect leaks in storage containers.	8
—Transferring chemical agents between containers.	8
—Salvaging and disposing of chemical agents	8
5. <i>Poisons (toxic chemicals)—low egress hazard.</i> a. Working with or in close proximity to poisons (toxic chemicals other than tear gas or similar irritating substances) in situations for which the nature of the work does not require the individual to be in as direct contact with, or exposure to, the more toxic agents, as in the case with the work described under high hazard for this class of hazardous agents.	4
b. Working with or in close proximity to poisons (toxic chemicals other than tear gas or similar irritating substances) in situations for which the nature of the work does not require the individual to be in as direct contact with, or exposure to, the more toxic agents, as in the case with the work described under high hazard for this class of hazardous agents and wherein protective devices and/or safety measures have not practically eliminated the potential for personal injury. <i>Example:</i>	4
—Handling for shipping, marking, labeling, hauling, and storing loaded containers of toxic	4

chemical agents that have been monitored.	
6. <i>Micro-organisms—high-degree hazard.</i> Working with or in close proximity to micro-organisms which involves potential personal injury such as death, or temporary, partial, or complete loss of faculties or ability to work due to acute, prolonged, or chronic disease. These are work situations wherein the use of safety devices and equipment, medical prophylactic procedures such as vaccines and anti-serums, and other safety measures do not exist or have been developed but have not practically eliminated the potential for such personal injury. <i>Examples:</i>	8
—Direct contact with primary containers of organisms pathogenic for man such as culture flasks, culture test tubes, hypodermic syringes and similar instruments, and biopsy and autopsy material. Operating or maintaining equipment in biological experimentation or production.	8
—Cultivating virulent organisms on artificial media, including embryonated hen's eggs and tissue cultures where inoculation or harvesting of living organisms is involved for production of vaccines, toxides, etc., or for sources of material for research investigations such as antigenic analysis and chemical analysis.	8
7. <i>Micro-organisms—low-degree hazard.</i> a. Working with or in close proximity to micro-organisms in situations for which the nature of the work does not require the individual to be in direct contact with primary containers of organisms pathogenic for man, such as culture flasks, culture test tubes, hypodermic syringes and similar instruments, and biopsy and autopsy material.	4
b. Working with or in close proximity to micro-organisms in situations for which the nature of the work does not require the individual to be in direct contact with primary containers of organisms pathogenic for man, such as culture flasks, culture test tubes, hypodermic syringes and similar instruments, and biopsy and autopsy material, and wherein the use of safety devices and equipment and other safety measures have not practically eliminated the potential for personal injury.	4
8. <i>Pressure chamber and centrifugal stress.</i> Exposure in pressure chamber which subjects employee to physical stresses or where there is potential danger to participants by reason of equipment failure or reaction to the test conditions; or exposure which subjects an employee to a high degree of centrifugal force which causes an unusual degree of discomfort. <i>Examples:</i>	8
—Participating as a subject in diving research tests which seek to establish limits for safe pressure profiles by working in a pressure chamber simulating diving, or as an observer to the test or as a technician assembling underwater mock-up components for the test when the observer or technician is exposed to high-pressure gas piping systems, gas cylinders, and pumping devices which are susceptible to explosive ruptures.	8
—Participating in altitude chamber studies ranging from 5,500 to 45,700 meters (18,000 to 150,000 feet) either as subject or as observer exposed to the same conditions as the subject.	8
—Participating as subject in centrifuge studies involving elevated G forces above the level of 49 meters per second ² (5 G's), whether or not at reduced atmospheric pressure.	8
—Participating as a subject in a rotational flight simulator in studies involving continuous rotation in one axis through 360° at rotation rates greater than 15 r.p.m. for periods exceeding three minutes.	8
9. <i>Work in fuel storage tanks.</i> When inspecting, cleaning, or repairing fuel storage tanks where there is no ready access to an exit, under conditions requiring a breathing apparatus because all or part of the oxygen in the atmosphere has been displaced by toxic vapors or gas, and failure of the breathing apparatus would result in serious injury or death within the time required to leave the tank.	8

10. <i>Firefighting</i> . Participating or assisting in firefighting operations on the immediate fire scene and in direct exposure to the hazards inherent in containing or extinguishing fires.	8
<i>High degree</i> —Fighting forest and range fires on the fireline.	25
<i>Low degree</i> —All other firefighting.	8
11. <i>Experimental landing/recovery equipment tests</i>	8
—Participating in tests of experimental or prototype landing and recovery equipment where personnel are required to serve as test subjects in spacecraft being dropped into the sea or laboratory tanks.	8
12. <i>Land impact or pad abort of space vehicle</i> . Actual participation in de-arming and safing explosive ordnance, toxic propellant, and high-pressure vessels on vehicles that have land impacted or on vehicles on the launch pad that have reached a point in the countdown where no remote means are available for returning the vehicle to a safe condition.	8
13. <i>Mass explosives and/or incendiary material</i> . Working within a controlled danger area in, on, or around wharves, transfer areas, or temporary holding areas in a trans-shipment facility when explosives are in the process of being shifted to or from a conveyance.	4
Such an area shall include land and sea areas within which it has been determined that personnel are subject to an unusual degree of exposure or liability to serious injury or death from potential explosive effect.	4
A trans-shipment facility for this purpose is a port or sea terminal established for the marshalling or temporary assembly of explosives prior to shipment where amounts in excess of 113,400 kilograms (250,000 pounds) net explosive weight (NEW) are present on a regular or recurring basis.	4
14. <i>Duty aboard aircraft carrier</i> . Duty aboard an aircraft carrier when exposed to hazards connected with aircraft launch and recovery. <i>Examples:</i>	4
—Participating in carrier suitability trials aboard aircraft carriers when work is performed on the flight deck during launch, recovery, and refueling operations	4
—Operating or monitoring camera equipment adjacent to the flight deck in the area of maximum hazard during landing sequence while conducting photographic surveys aboard aircraft carriers during periods of heavy aircraft operations.	4
15. <i>Participating in missile liquid propulsion or solid propulsion situations</i> . Participating in research and development, or pre-operational test and evaluation situation involving missile liquid or solid propulsion systems where mechanical, or other equipment malfunction, or accidental combination of certain fuels and/or chemicals, or transient voltage and current buildup on or within the system when the system is in a “go” condition on the test stand, or sled, can result in explosion, fire, premature ignition or firing. <i>Examples:</i>	8
—Test stand or track tests, when adequate protective devices and/or safety measures either do not exist or have been developed but have not practically eliminated the potential for personal injury, under any of the following conditions:	8
a. Tanks are being pressurized above normal servicing pressure.	8
b. Assembly, disassembly, or repair of contaminated plumbing containing inhibited red fuming nitric acid and unsymmetrical dimethylhydrazine or other hypergolic fuels is required.	8
c. Fueling and de-fueling.	8
—Hoisting hypergolic liquid fueled systems into, or out of, a test stand where the working area is confined and external plumbing is present, resulting in a situation where the plumbing may be damaged causing a leak.	8
—Tests on foreign missiles where technical data is questionable or not available.	8
—Manned test firings of small, close support missiles for which safety performance data are	8

not yet available.	
—Removal of a missile, propulsion system, or component thereof from a test stand, fixture, or environmental chamber where there is reason to believe that the item may be unusually hazardous due to damage resulting from the test.	8
16. <i>Asbestos</i> . Working in an area where airborne concentrations of asbestos fibers may expose employees to potential illness or injury. This differential will be determined by applying occupational safety and health standards consistent with the permissible exposure limit promulgated by the Secretary of Labor under the Occupational Safety and Health Act of 1970 as published in title 29, Code of Federal Regulations, §§1910.1001 or 1926.1101. Regulatory changes in §§1910.1001 or 1926.1101 are hereby incorporated in and made a part of this category, effective on the first day of the first pay period beginning on or after the effective date of the changes.	8
17. <i>Working at high altitudes</i> . Performing work at a land-based work site more than 3900 meters (12,795 feet) in altitude, provided the employee is required to commute to the work site on the same day from a substantially lower altitude under circumstances in which the rapid change in altitude may result in acclimation problems.	8

APPENDIX H: OPM WINDCHILL CHARTS FOR HAZARD AND ENVIRONMENTAL DIFFERENTIALS

WINDCHILL IN METRIC UNITS

Wind Speed (KPH)	Local temperature (°C)										
	0	-5	-10	-15	-20	-25	-30	-35	-40	-45	-50
Calm	0 C	-5	-10	-15	-20	-25	-30	-35	-40	-45	-50
8	-2	-7	-12	-17	-23	-28	-33	-38	-44	-49	-54
16	-8	-14	-20	-26	-32	-38	-44	-51	-57	-63	-69
24	-11	-18	-25	-32	-38	-45	-51	-58	-65	-72	-78
32	-14	-21	-28	-36	-42	-49	-57	-64	-71	-78	-85
40	-16	-23	-31	-39	-46	-53	-61	-68	-76	-83	-90
48	-17	-24	-33	-41	-48	-56	-63	-72	-78	-86	-94
56	-18	-26	-34	-42	-49	-57	-65	-73	-81	-88	-97
64	-19	-27	-35	-43	-51	-59	-66	-74	-82	-91	-98
72	-19	-28	-36	-43	-52	-59	-67	-76	-83	-91	-99
80	-20	-28	-36	-44	-52	-60	-68	-76	-84	-92	-100
Little danger For properly clothed persons			Considerable danger				Very great danger Danger of freezing of exposed flesh				

WINDCHILL IN NON-METRIC UNITS

Wind Speed (MPH)	Local temperature (°F)										
	32	23	14	5	-4	-13	-22	-31	-40	-49	-58
Calm	32	23	14	5	-4	-13	-22	-31	-40	-49	-58
5	29	20	10	1	-9	-18	-28	-37	-47	-56	-65
10	18	7	-4	-15	-26	-37	-48	-59	-70	-81	-92
15	13	-1	-13	-25	-37	-49	-61	-73	-85	-97	-109
20	7	-6	-19	-32	-44	-57	-70	-83	-96	-109	-121
25	3	-10	-24	-37	-50	-64	-77	-90	-104	-117	-130
30	1	-13	-27	-41	-54	-68	-82	-97	-109	-123	-137
35	-1	-15	-29	-43	-57	-71	-85	-99	-113	-127	-142
40	-3	-17	-31	-45	-59	-74	-87	-102	-116	-131	-145
45	-3	-18	-32	-46	-61	-75	-89	-104	-118	-132	-147
50	-4	-18	-33	-47	-62	-76	-91	-105	-120	-134	-148
Little danger For properly clothed persons			Considerable danger				Very great danger Danger from freezing of exposed flesh				

APPENDIX I: COST ESTIMATOR

RESOURCE DESCRIPTION		-----DAILY ESTIMATED COST-----				
CREWS (20 PERSONS, 14 HOURS)		HAZARD	NON-HZ	GUAR	# OF UNITS	TOTAL COST
Federal Hotshot Crews	HC1	\$ 10,400	\$ 8,600	\$ -		
Federal Handcrews	HC2	\$ 8,800	\$ 7,300	\$ -		
AD Handcrew	HC2	\$ 5,500	\$ 5,400	\$ -		
Contract Crews	HC2	\$ 10,500	\$ -	\$ -		
State Cooperator Crews	HC2	\$ 9,800	\$ -	\$ -		
State Inmate Crews	HC12	\$ 3,300	\$ -	\$ -		
Helitack Crew (7 Person)	HMOD	\$ 3,800	\$ 3,100	\$ -		
National Guard (per person)	HCM1	\$ -	\$ -	\$ -		
TOTAL COST OF CREWS					\$	
OTHER PERSONNEL (14 HOURS)		HAZARD	NON-HZ	GUAR	# OF UNITS	TOTAL COST
Overhead - Line (Hazard)		\$ 770	\$ -	\$ -		
Overhead - Camp Support		\$ -	\$ 630	\$ -		
Overhead - State/Local Coop		\$ -	\$ 700	\$ -		
Casuals - Line & Base	AD	\$ -	\$ 490	\$ -		
Camp Crew (w/Ldr, 10 Person)	CC	\$ -	\$ 2,400	\$ -		
Expanded Dispatch (12 hrs)	EDRC	\$ -	\$ 540	\$ -		
Buying Team (6 person)	BUYM	\$ -	\$ 4,000	\$ -		
TOTAL COST OF OTHER PERSONNEL					\$	
PERSONNEL SUPPORT COSTS*		DAILY	GUAR	# OF UNITS	TOTAL COST	
Air Transportation (Mobilize)	TRAN	\$ 800	\$ -			
Ambulance	AMBU	\$ 2,200	\$ -			
Buses	BUS	\$ 850	\$ -			
Buying Team Supplies	SUP	\$ -	\$ -			
Cache Supplies (per person)	CACH	\$ 60	\$ -			
Caterer (per person)	CTR	\$ 55	\$ -			
Fuel Truck w/Operator	FT	\$ 3,000	\$ -			
Garbage Collection	TRCL	\$ 100	\$ -			
Generators/Electricity	GEN	\$ 750	\$ -			
Gray Water Truck	GRAY	\$ 1,100	\$ -			

PERSONNEL SUPPORT COSTS		DAILY	GUAR	# OF UNITS	TOTAL COST
Hand Washing Stations	HNDW	\$ 800	\$ -		
Land Use Agreements	LUA	\$ 200	\$ -		
Mechanic Service Truck	MEC	\$ 1,200	\$ -		
Medical Treatment (APMC)	MISC	\$ -	\$ -		
Mobile Clerical Service	MOOF	\$ 1,900	\$ -		
Mobile Laundry Service	LNDY	\$ 2,300	\$ -		
Mobile Office Trailer/Tents	TENT	\$ 500	\$ -		
Mobilization/Demob	TRAN	\$ 210	\$ -		
Phone Service/Setup	MISC	\$ 1,000	\$ -		
Pickup w/Driver, Contract	PU	\$ 250	\$ -		
Potable Water Truck	POT	\$ 1,400	\$ -		
Refrigerator Truck	REF	\$ 300	\$ -		
Rental Vehicles	PU	\$ 100	\$ -		
Showers	SHW	\$ 3,000	\$ -		
Toilets (including service)	TLT	\$ 100	\$ -		
Vehicles, Agency	PU	\$ 75	\$ -		
Weed Wash	WEED	\$ 1,800	\$ -		
TOTAL PERSONNEL SUPPORT COSTS					\$

**Personnel Support Surcharge, \$150/person. Only use if support costs are not available.*

EQUIPMENT (with personnel)		DAILY	GUAR	# OF UNITS	TOTAL COST
Federal					
Engines, Type 3 (4 Pers, 14 Hrs)	ENG3	\$ 2,500	\$ -		
Engines, Type 4 (4 Pers, 14 Hrs)	ENG4	\$ 2,200	\$ -		
Engines, Type 6 (3 Pers, 14 Hrs)	ENG6	\$ 1,600	\$ -		
State/Local Cooperators					
Engines, Type 1-3	ENG	\$ 4,800	\$ -		
Engines, Type 4-6	ENG	\$ 3,600	\$ -		
Contracts					
Engines, Type 3	ENG3	\$ 2,400	\$ -		
Engines, Type 4	ENG4	\$ 2,200	\$ -		
Engines, Type 6	ENG6	\$ 2,000	\$ -		
Chippers	CHIP	\$ 1,800	\$ -		
Dozers	DOZ	\$ 1,700	\$ -		

EQUIPMENT (with personnel)		DAILY	GUAR	# OF UNITS	TOTAL COST
Transports/Lowboys	LOWB	\$ 1,000	\$ -	_____	_____
Water Tender, Support	WTSx	\$ 1,500	\$ -	_____	_____
Water Tender, Tactical	WTTx	\$ 1,700	\$ -	_____	_____
Faller w/Saw & Transportation	FALx	\$ 2,000	\$ -	_____	_____
Faller Module (2 w/saws and transport)	FALx	\$ 1,000	\$ -	_____	_____
Grader	GRD	\$ 1,900	\$ -	_____	_____
Skidder	SKDx	\$ 1,500	\$ -	_____	_____
Skidgine	SKGx	\$ 2,350	\$ -	_____	_____
Feller Buncher	FELx	\$ 2,400	\$ -	_____	_____
Masticator	MAST	\$ 2,200	\$ -	_____	_____
Excavator	EXCA	\$ 1,500	\$ -	_____	_____
TOTAL COST OF EQUIPMENT				\$	_____

AIRCRAFT*		Flight Rate Hourly	Daily Availability	# OF UNITS	TOTAL COST
Exclusive Use Helicopters					
Type 1	HEL1	\$ 4,290	\$ 13,950	_____	_____
Type 2	HEL2	\$ 1,760	\$ 5,030	_____	_____
Type 3	HEL3	\$ 1,050	\$ 2,325	_____	_____
Call When Needed Helicopters					
Type 1	HEL1	\$ 4,200	\$ 26,600	_____	_____
Type 2	HEL2	\$ 1,960	\$ 7,150	_____	_____
Type 3	HEL3	\$ 890	\$ 3,050	_____	_____
Fixed Wing Aircraft					
Airtankers, Heavy	AT	\$ 5,720	\$ 10,120	_____	_____
Airtankers, SEAT	AT	\$ 2,960	\$ 2,880	_____	_____
Lead Plane	LP	\$ 1,075	\$ 1,425	_____	_____
Air Attack Platform/IR Flight	AA	\$ 410	\$ 840	_____	_____
TOTAL COST OF AIRCRAFT				\$	_____

*Due to the extreme variability of aircraft costs, these should be taken from the daily invoice rather than attempting to utilize these estimated rates.

TOTAL COST THIS DAY \$ _____

TOTAL COSTS FROM PREVIOUS DAY \$ _____

TOTAL COST OF INCIDENT TO DATE \$ _____

APPENDIX J: ESF-4 MISSION ASSIGNMENTS MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding (MOU) between the USDA Forest Service and Department of the Interior Bureaus provides a general framework of cooperation in responding to, managing, coordinating and financially accounting for major disasters and emergencies and for resolving any differences or conflicts regarding this cooperation in an efficient and constructive manner.

1. The MOU defines the billing requirements for the DOI Bureaus (as subtasked agencies) under the ESF4 Activation.
2. Subtasked agencies participating under MA's issued through ESF4 will bill FEMA **through** the FS. The FS is responsible to reimburse the subtasked agency and, in-turn, request reimbursement from FEMA.
3. The subtasked agency will provide form SF-1081 ESF Agency Submission (see following link) in addition to necessary documentation to support the bill amount **before** issuing IPAC.
<http://www.fs.fed.us/fire/ibp/all-hazard/esf4-forms-resources.html#forms>
 - Necessary documentation includes a transaction report that supports eligible documented costs incurred per 44 CFR 206.8 – Reimbursement of Other Federal Agencies.
4. Sub Tasked agency will submit request for payment to the FS by email asc_ipc@fs.fed.us fax: 1-866-816-9532 or hard copy to:
 - Albuquerque Service Center Budget & Finance
 - ATTN: Incident Finance Cooperative Agreements**
 - 101B Sun Ave NE
 - Albuquerque, NM 87109
5. Invoice packages are required to be dated and signed, including title of signatory and contact information.
6. Subtasked agencies are required to submit 1 billing package per MA, per month for review by the 20th of each month.
7. Discrepancies will be discussed with the subtasked agency representative to reach resolution.
8. Approved invoices will be returned to the subtasked agency with a copy of FS 6500-224 Commitment and Obligation Request Form, which will include IPAC bill reference document information. At this point, the IPAC is approved for processing.
NOTE: It is critical the IPAC is not processed until the subtasked agency has received notification from the FS of bill approval. The IPAC bill reference # is required in order for the IPAC to reflect properly within the FS financial system. If the IPAC is submitted for payment before the above steps have occurred, there is a potential for a chargeback to be processed.
 - a. If FEMA processes a chargeback against subtasked agency costs:
 - i. FS will contact FEMA to determine issue and/or negotiate resolution.
 - ii. FS will work with subtasked agency for resolution
9. The subtasked agency will send written notification to the FS when billing has been completed on all mission assignments. Written notification must include the Mission Assignment Number.

CERTIFICATION OF UNLIQUIDATED OBLIGATION PROCEDURES

1. Subtasked agencies are required to review the Unliquidated Obligation (ULO) spreadsheet prepared by FEMA. This is a quarterly report to identify if agencies have completed billing or have additional costs yet to be billed on all mission assignments. Keeping in mind that there may be bills-in-process.
2. Subtasked agencies need to report if they have completed billing, or have additional cost to be billed, by entering the totals and the appropriate agency identifier (BLM, NPS, BIA, FWS) in the comment column.
NOTE: No response from a subtasked agency could result in the remaining balance on a mission assignment to be de-obligated before all billings have been processed.
3. Subtasked agencies must provide ULO certification response within 10 days of receipt. Please send to: asc_ipc@fs.fed.us
4. Any questions please contact:
 - a. Carol Robinson – Operations Manager Cooperative Agreements, FEMA & International Billings & Payments crobinson@fs.fed.us @505-563-7422
 - b. John Getchell – Program Manager jgetchell01@fs.fed.us @505-563-7325