

**MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES NAVY
AND
THE UNITED STATES COAST GUARD
REGARDING INTERSERVICE COOPERATION IN OIL SPILL RESPONSE AND
SALVAGE OPERATIONS**

- A. PARTIES.** The parties to this agreement are the United States Coast Guard (USCG) and the United States Navy (USN).
- B. AUTHORITY.** This agreement is authorized under the provisions of 14 U.S.C. § 141.
- C. PURPOSE.** The purpose of this agreement is to set forth terms by which the USCG and USN will provide oil spill response services, equipment, and salvage capabilities. This includes support to each other for a response situation caused by facilities or vessels under the jurisdiction of the USCG or USN. This agreement also outlines the procedures for requesting each other's assistance and reimbursing associated costs.
- D. RESPONSIBILITIES.**
1. Coast Guard:
 - (a) The USCG is predesignated as the Federal On-Scene Coordinator (FOSC) for directing the removal and mitigation of oil discharges into or threatening the coastal zone¹ in accordance with the Clean Water Act, 33 U.S.C. § 1321 et seq. as amended by the Oil Pollution Act of 1990, 33 U.S.C § 2701 et seq., and as promulgated in the National Oil and Hazardous Substances Pollution Contingency Plan (NCP), 40 C.F.R. Part 300.
 - (b) The FOSC will arrange for the use of federal and/or state resources, if appropriate and in the best interests of the government.
 - (c) The FOSC may access Naval Seas System Command, Director of Ocean Engineering, Supervisor of Salvage and Diving (SUPSALV), Fleet, or shore assets for expertise and operational services to assist with salvage and oil spill response.
 - (d) USCG will furnish the following, consistent with availability and operational commitment, to USN when requested:
 - (1) Oil spill consultation and subject matter expertise, evaluations, planning and operational services;
 - (2) Specialized oil spill control and cleanup equipment; and
 - (3) USCG craft, vessels, and aircraft.

¹ Coastal Zone - as defined in 40 C.F.R. § 300.5

2. Navy:

- (a) The USN is the removal response authority with respect to incidents involving USN vessels, facilities, military weapons and munitions or vessels, facilities, weapons and munitions under the jurisdiction, custody, or control of the USN in accordance with the NCP.
- (b) The USN is the governmental agency possessing expertise in ship salvage and salvage-related operations and is charged by Congress to maintain that proficiency for the national good. The Secretary of the Navy has delegated this responsibility to SUPSALV. Under the Salvage Facilities Act, 10 U.S.C. §§ 7361-7364, SUPSALV provides, by contract or otherwise, necessary salvage facilities for public and private vessels.
- (c) SUPSALV maintains the Emergency Ship Salvage Material System (ESSM). ESSM is a managed network of emergency response equipment stockpiles pre-positioned, both within and outside the continental United States, to support and augment USN fleet capability in the areas of salvage, diving, pollution response, and underwater ship husbandry.
- (d) SUPSALV is designated as a special team in the NCP and has an extensive salvage/search and recovery equipment inventory with the requisite knowledge and expertise to support operations conducted under the NCP.
- (e) USN will furnish the following, consistent with availability and operational commitment, to USCG when requested:
 - (1) Salvage equipment and specialized oil spill control and response equipment;
 - (2) Salvage, diving and oil spill response subject matter expertise, evaluation planning and operational services to include unexploded ordnance evaluation and clearance in conjunction with oil and hazardous substances operations; and
 - (3) Navy craft, vessels and aircraft.

E. INTERSERVICE REQUESTS.

1. USCG Requests for USN Assistance (NCP Response)

- (a) This memorandum envisions that local pre-agreements may be made to commit USN resources with utmost expediency in response to a request from an FOOSC, and acknowledges that such pre-agreements already exist. Area and regional contingency plans are in place that provide for identification, deployment, and cost reimbursement procedures for USN pollution control and salvage assets. FOOSCs and local naval commands, having oil spill cleanup capabilities, will be encouraged to enter into agreements for immediate response to discharges of oil occurring within, or in threatening proximity of, the waters of a U.S. Naval Base or facility regardless of whether the USN is responsible for the discharge. Wherever such agreements are reached, standard reimbursement rules will apply. If it is subsequently determined that USN was responsible for the discharge the USN will not be entitled to

reimbursement and will promptly pay the USCG via standard reimbursement rules. FOSC requests for support based upon pre-agreements will be made through the local USN Commander with authority to commit these resources to the FOSC, subject to availability of funds from the Oil Spill Liability Trust Fund (OSLTF) provided by the Director, National Pollution Funds Center (NPFC), or that person's authorized representative. These requests will normally be funded via a Military Interdepartmental Purchase Request (MIPR). Funding commitment will be on a case by case basis under standard NPFC procedures. It will be the responsibility of the FOSC to follow up such a request with a confirming message or e-mail from command authority to the supplier activity including:

- (1) describing the incident, the incident location and, if a spill, the quantity and nature of the substance spilled;
 - (2) identifying the Navy equipment and/or capability desired; and
 - (3) citing funding information, including the amount authorized.
- (b) USN will properly document any increases in the projected cost of its assistance and will inform the FOSC by message, e-mail or other traceable communication method so that the MIPR can be amended accordingly. Cost documentation will be submitted in accordance with the time frame specified in the MIPR or other appropriate funding source. Cost documentation must meet NPFC standards for reimbursement and is required prior to payment of USN invoices by NPFC.
- (c) The initiation of assistance shall not be delayed due to lack of a message if, in the interest of the MOA, verbal confirmation of assistance and confirmed funding is agreed upon.
- (d) In the case of an NCP response in an area where USN assistance is required but local preagreements have not been established, the request procedures outlined below in E.2 will be used.
2. USCG Requests for USN Assistance (Non-NCP Response)
- All USCG requests for salvage assistance in other Coast Guard operations will be relayed by the appropriate USCG Headquarters authority to the USN Battle Watch, OPNAV/N31. Such requests will:
- (a) describe the incident, the incident location and, if a spill, the quantity and nature of the substance spilled;
 - (b) identify the Navy equipment and/or services desired; and
 - (c) cite funding information, including the amount authorized from agency appropriated funds. Communication and coordination at the operational level is encouraged in parallel with a request for assistance.
3. Requests to Provide Assistance to Private/Commercial Interests

It is USN policy to avoid competition with commercial salvage enterprises. Unless made by an FOSC, requests for USN salvage/recovery assistance on behalf of

private/commercial entities will not normally be approved unless the situation involves the possibility of saving lives. USN assistance in a non-life threatening scenario requires a three-prong determination that:

- (a) an immediate salvage response is needed (e.g., to preclude an imminent environmental crisis, obstruction to navigation, or significant loss of property);
- (b) adequate commercial/private salvage services/facilities are not reasonably available to render similar services within the requisite time frame; and
- (c) USN salvage assets are reasonably available and their use is in the best interests of the government.

4. USN Requests for USCG Assistance

USN may access the Coast Guard's expertise and operational services in oil spill response and salvage operations. USCG resources will be provided, subject to their availability, to assist naval activities in responding to pollution discharges caused by facilities or vessels under USN jurisdiction and to assist the USN during salvage operations. USN requests for support based upon pre-agreements will be made through the local FOSC with authority to commit these resources to the USN. It will be the responsibility of the local USN command to follow up such a request with a confirming message or email from command authority to the FOSC, which:

- (a) describes the incident, the incident location and, if a spill, the quantity and nature of the substance spilled;
- (b) identifies USCG equipment and/or services desired; and
- (c) cites funding information.

Generally, USCG assistance to Navy will be reimbursable to the appropriate USCG fiscal agent.

F. COST DOCUMENTATION, FISCAL AGENTS, AND ALLOWABLE COSTS.

1. The FOSC is responsible for ensuring that proper documentation is maintained to support all actions taken under the NCP and to form the basis for cost recovery. USN and USCG resources providing advice and assistance are responsible for providing FOSCs with supporting documentation substantiating all reimbursement requests.
2. USCG has ultimate payment responsibility for services and operations provided by USN to USCG under this agreement. USN has ultimate payment responsibility for services and operations provided by USCG to USN under this agreement. For NCP requests by USCG FOSCs, the fiscal agent for the Coast Guard will be the Director, National Pollution Funds Center (NPFC).
3. For non-NCP requests by USCG, the USCG fiscal agent will be designated at the time of the request by Commander, USCG Atlantic Area or Commander, USCG Pacific Area.

4. In cases where SUPSALV provides assistance, the fiscal agent will be the Commander, Naval Sea Systems (NAVSEA-01). NAVSEA-01 or another Navy fiscal agent as appropriate shall be responsible for making collections from the Coast Guard and shall make appropriate disbursement or transfer of funds within the respective Navy organizations.
5. In NCP cases where the FOSC must access the OSLTF in response to a spill from a vessel or facility under USN jurisdiction, the USN Fiscal Agent will be the Commander, Naval Sea Systems (NAVSEA-01).
6. USN and USCG activities providing assistance in support of the cleanup operations under this MOA are entitled to reimbursement for the following:
 - (a) Travel, per diem, and overtime costs for personnel.
 - (b) Rental costs, as approved by the parent agency, for nonexpendable equipment provided.
 - (c) Replacement costs for expendable materials provided and depleted.
 - (d) Replacement costs (vice material replacement) for nonexpendable materials provided and damaged.
 - (e) Transportation costs incurred in delivering items to and removing from the scene.
 - (f) Incremental operating and contract costs incurred as a result of providing assistance.
 - (g) Decontamination costs for non-expendable materials deemed returnable to as-issued condition or to a level of decontamination suitable for safe disposal, including labor, materials, transportation, and disposal.
 - (h) Costs associated with safe disposal of expendable materials, including labor, materials, transportation and disposal.
7. In the event of a dispute between the parties arising under this agreement, the USN and USCG agree to promptly resolve the dispute by elevating the dispute within their respective chains of command and, if necessary, by engaging an acceptable third party.
8. It may be necessary for the FOSC to use the services of government employees whose position descriptions and general employment is not regarded to be supporting response operations but documentation clearly shows employees were involved in response operations. The salary costs of those individuals will be reimbursable. Salaries of reserve personnel called on active duty specifically to assist in a federal response activity are also reimbursable.
9. For purposes of this agreement, any USN equipment unaccompanied by USN personnel is considered to be under the control of the Coast Guard from the time it is delivered; regardless if the delivery is made at the scene of the incident or to a representative of the FOSC at a location other than at the scene, until the equipment is returned to the USN or its representative. Similarly, unaccompanied USCG equipment items are to be considered under the control of the USN from the time they are delivered to the location and/or representative specified by the USN, through the time the item is returned to the USCG or its representative.

G. POINTS OF CONTACTS.

For USN:

NAVSEA 00C2

Division Head, Salvage Operations & Ocean
Engineering

1333 Isaac Hull Avenue, SE Stop 1070

Washington Navy Yard, DC 20376-1070

(202) 781-2736

For USCG:

U. S. Coast Guard

Commandant (CG-MER)

2703 Martin Luther King Jr. Avenue, Stop
7516

Washington, DC 20593-7601

(202) 372-2263

- H. OTHER PROVISIONS.** Nothing in this agreement is intended to conflict with current law or regulation or the directives of the United States Coast Guard or United States Navy. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
- I. EFFECTIVE DATE.** The terms of this agreement will become effective on the date of the signatories signatures, and will remain in effect until terminated as provided in paragraph K.
- J. MODIFICATION.** This agreement may be modified upon the mutual written consent of the parties.
- K. TERMINATION.** This agreement may be terminated by mutual written consent of the parties. This agreement may also be terminated by either party giving the other party 30-days written notice.

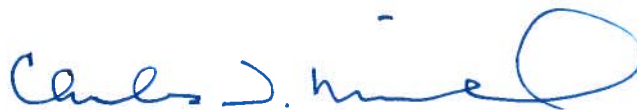
APPROVED BY:

Kevin M. Donegan

Rear Admiral, U. S. Navy

Acting Deputy Chief of Naval Operations
for Operations, Plans and Strategy
(N3/N5)

Date



Charles D. Michel

Vice Admiral, U. S. Coast Guard

Deputy Commandant for Operations

Date

13 MAY 2015