

**Non-Federal Agency
Pollution Removal Funding Authorization**

Recipient Agency: _____

Address: _____

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'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 Federal On-Scene Coordinator (FOSC). Approval may be verbal or written. Assessment, restoration, rehabilitation or replacement of natural resources damaged by the spill are not covered.

Maximum limit of authorization: \$_____.

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.

6. Hold Harmless and Indemnify

By performing any action or seeking any reimbursement under this funding authorization, the Recipient Agency agrees that the United States of America and all of its departments and agencies, including, but not limited to, the U.S. Coast Guard and the Oil Spill Liability Trust Fund ("United States"), shall not be liable to any party for damage, injury or loss to persons or property resulting from the acts or omissions of Recipient Agency, its employees, agents or contractors, related to the

6. (cont) Recipient Agency's performance of this Agreement.

The Recipient agency agrees to indemnify and hold harmless the United States from all actions, claims or suits for damage, injury or loss to persons or property resulting from the acts or omissions of Recipient Agency, its employees, agents or contractors related to Recipient Agency's performance of this Agreement. This agreement to hold harmless and indemnify the United States is subject to the availability of Recipient Agency funds. The Recipient agrees in good faith to use available Agency funds and to undertake all reasonable effort to acquire such funds if not otherwise available.

7. No Agency

Nothing in this funding authorization is intended to create an agency relationship between the Recipient Agency and the United States of America (or any of its departments, agencies, or employees). Nor shall anything in this funding authorization be construed as creating an agency relationship. By performing any action or seeking any reimbursement under this funding authorization, the Recipient Agency agrees that it has not been authorized to act as an agent of the United States, and shall not act in any such capacity.

8. Accounting Data

Document Control Number: _____
Accounting String: _____

9. Points of Contact

A. _____ FOSC	Telephone: _____ FAX: _____ E-Mail: _____
B. _____ Recipient Agency Representative	Telephone: _____ FAX: _____ E-Mail: _____
C. _____ NPFC Case Officer	Telephone: _____ FAX: _____ E-Mail: _____

10. Authorizing Official

Signature: _____
Title: Federal On Scene Coordinator Date: _____

Attachments: (1) Scope of Work