

1975 Reimbursable MOU between DOT and NTSB

REIMBURSABLE MEMORANDUM OF AGREEMENT BETWEEN DEPARTMENT OF TRANSPORTATION AND NATIONAL TRANSPORTATION SAFETY BOARD

I. **BACKGROUND.** On January 3, 1975, the President signed into law the Transportation Safety Act of 1975 (PL 93-633). Title III of this Act, the Independent Safety Board Act of 1974, establishes the National Transportation Safety Board (NTSB) as a completely independent agency totally separate from the Department of Transportation (DOT), effectively April 1, 1975. Additionally, the new legislation terminates the authority contained in DOT Act (PL 89-670) for NTSB to delegate certain functions and responsibilities to the Department. However, the common interests and legislative responsibilities that are shared by both the Board and the Department require that certain relationships be continued and services exchanges.

Both the Board and the Department are responsible for investigating transportation-related accidents. The Board investigates accidents to determine probable cause and proposes recommendations to reduce the likelihood of recurrence of transportation accidents and to make the transportation of persons as safe and free from risk of injury as possible. The Department investigates accidents to determine if all regulations and standards have been properly complied with, to determine what additions or improvements should be made to existing standards and regulations in order to improve safety, and to determine what improvements can and should be made to the transportation system to improve safety. In addition, the Department is responsible for investigating violations of its regulations and taking appropriate enforcement action. Therefore, much of the information required to meet the objectives of the investigations of both the Board and the Department is similar. It is in the best interests of the public and the Government that investigations and information-gathering be conducted in the most efficient and effective manner possible.

For the foregoing reasons, the NTSB and DOT enter into this interagency agreement.

II. **AGREEMENT.**

A. Preamble. In order that:

1. Appropriate working relationships and procedures between the Board and the Department may be established;
2. A unified Federal image may be presented to the public;
3. Duplication of effort between the Board and the Department may be minimized and coordination facilitated;
4. Exchange of data may be accomplished in an effective and efficient manner;

5. Services may be exchanged between the Board and the Department; and,
6. Reimbursement may be accomplished in accordance with applicable legislation.

The National Transportation Safety Bureau and the Department of Transportation hereby enter into this reimbursable interagency agreement.

B. Purpose. This agreement establishes the relationships, notification procedures, coordination requirements, and reporting responsibilities for both the Board and the Department for accident investigations. This agreement also identifies and describes the conditions and agreements that exist between the Board and the Department regarding exchange of data, availability of resources, conduct of studies and other services, and reimbursement for services rendered by either party. Details are contained in the attached appendixes:

- Appendix A -- Federal Aviation Administration.
- Appendix B -- Federal Highway Administration.
- Appendix C -- Federal Railroad Administration.
- Appendix D -- National Highway Traffic Safety Administration.
- Appendix E -- Office of Hazardous Materials.
- Appendix F -- Office of Pipeline Safety.
- Appendix G -- United States Coast Guard.

C. Reimbursement for Services Rendered.

1. Basis for Reimbursement. Section 601 of the Economy Act of 1932, as amended (31 USC 686), provides that any agency may place orders with another agency for materials, supplies, equipment, work or services on a reimbursable basis. Except as otherwise provided in the appendices:

a. Any service provided by one party of this agreement to the other shall be subject to reimbursement where one agency asks the other to conduct an investigation, study, or provide other services which it had not planned to conduct, or the scope of which goes beyond the providing agency's normal program efforts.

b. Services which are subject to reimbursement may be requested verbally, but such request shall be followed up in writing within two working days (498 hours).

c. Determinations as to whether a requested service is reimbursable shall rest with the servicing agency, and that determination shall be communicated to the requesting agency.

d. Services which fall into the reimbursable category shall be reimbursed by the requesting agency except where such reimbursement is waived through formal notification in writing by the servicing agency. Waivers may be granted if collection costs would be an unduly large part of the receipts from the activity.

2. Description of Services and Fee Schedules.

a. Services. A description of the services and/or equipment to be provided are stated in each of the appendices as appropriate.

b. Fee Schedule. Reimbursable services provided by one party to the other shall be reimbursed in accordance with the following criteria:

(1) Reimbursement for agency personnel shall be based on actual man-hours expended times the normal hourly salary (loaded) rate paid that employee, or overtime rate where applicable, plus any per diem, or other costs incurred in performance of the services and preparation of related reports, supporting documents, etc.

(2) Reimbursement for costs incurred under servicing agency contracts shall be reimbursed at cost in accordance with rates established in applicable contract between the servicing agency and the contractor. Individual invoices shall be submitted in support of any contract service provided.

(3) Reimbursement for government or commercial data processing resources utilized in providing a requested service shall be reimbursed at (a) cost to the servicing agency, or (b) rates charged other government agencies for which identical services are provided.

(4) Copies of factual investigative reports, special studies, statistical data analysis, and research reports prepared for internal use within the normal on-going activities of either agency shall be provided in "reasonable" number at no cost upon request.

(5) Reimbursable for special investigative equipment will be based on actual costs incurred by the servicing agency, including costs of transportation, set-up, and operation.

c. Positions. All services provided between the two agencies shall be within the availability of resources budgeted for the internal operations of the agency providing the services. No positions shall be budgeted on the basis of providing reimbursable services to the other agency within the terms of this agreement.

d. Notification. Accident notification service shall be provided at no cost.

3. Billing. The Board will receive a single bill from the Department for reimbursable charges. Monthly, the Office of the Secretary (OST) will summarize charges from all administrations and offices and bill NTSB for payment. The Accounting Operations Center, TAD-29, shall serve as the billing and payment officer for the Department and shall forward the SF-1081, Voucher and Schedule of Withdrawals and Credits, and supporting documentation to:

The National Transportation Safety Board
800 Independence Avenue, SW.

Washington, DC 20594
Attention: Comptroller, BGM-10

The Department will be billed by the Board at the end of each month. The Accounting Staff, BGM-13, will serve as the billing and payment office for the Board and will forward the SF-1081 to:

The Department of Transportation
400 Seventh Street, SW.
Washington, DC 20590
Attention: Accounting Operations Center, TAD-29

SF-1081 transactions shall be completed within 10 working days from the date of issue.

4. Advance Funding. At the request of the agency providing the service, the agency ordering the service shall provide an advance of funds for the services to be performed.

5. Effective Dates. The schedule of fees stated in this agreement are effective as of April 1, 1975. Fee schedules will be effective until revised by mutual agreement to both parties.

D. Terms of Agreement. This reimbursable interagency agreement is for an indefinite period and may be terminated by either party upon 30 days notice in writing.

E. Amendments. This agreement or any parts thereof may be amended in writing at any time by mutual agreement of both parties.

F. Freedom of Information Act Requests. All requests from persons other than the participating parties to this agreement, for data, files, and/or reports which have been provided by the other agency under this agreement, will be referred to the originating agency. The originating agency will be promptly notified by the other agency that a request has been made. In order to utilize this procedure, the originating agency should mark all original documents with a legend substantially to the following effect:

"This document is the property of

_____.
Reproduction
of this document, or any portion thereof,
is not authorized. The use of this
document by another Federal agency is
expressly subject to this understanding."

This practice may be applied only with respect to original documents.

G. Jeopardy of DOT Investigation Responsibilities. The DOT accident investigator participating in an NTSB investigation shall withdraw from any witness interview in the event the witness refuses to talk

for fear of enforcement action. Additionally, the DOT accident investigator may refrain from efforts which will jeopardize his pursuit of the Department's compliance and enforcement responsibilities. Further, the operating administration or Departmental office involved shall decide whether it shall withdraw and conduct a separate investigation so that the Department's compliance and enforcement responsibilities may not be jeopardized.

SIGNATURE: Signed, Secretary of Transportation

DATE: May 5, 1975

SIGNATURE: Chairman, National Transportation Safety Board

DATE: May 5, 1975

Appendix F

1. **PURPOSE.** The purpose of this appendix is to establish the relationship between the Office of Pipeline Safety (OPS) and the National Transportation Safety Board (NTSB) within the framework of the DOT-NTSB for the notification of pipeline failures, investigation of accidents, providing services, and program coordination.

2. **BACKGROUND.** The OPS is responsible for establishing and enforcing federal safety regulations, including investigation of accidents, for the transportation of gas and liquid hazardous materials by pipelines. These responsibilities are carried out in response to five Acts. These are: (1) the Natural Gas Pipeline Safety Act of 1968, as amended; (2) the Transportation of Explosives Act; (3) the Mineral Leasing Act, as amended; (4) the Deepwater Port Act of 1974; and (5) the Transportation Safety Act of 1974. NTSB, by the independent Safety Board Act of 1974, has responsibility for investigating and determining the probable cause(s) of any pipeline accident in which there is a fatality, substantial property damage (estimated \$100,000) or any other accident which occurs which, in the judgment of the Board, is catastrophic.

This agreement then is established to minimize duplication in efforts and maximize exchange of information as both parties execute their respective investigatory responsibilities.

3. **NOTIFICATION OF PIPELINE FAILURES.** A representative of OPS will immediately notify, by telephone, NTSB of the occurrence of each pipeline accident which involves one or more fatalities or which causes substantial property damage estimated to be more than \$100,000.

If, in the initial notification, the information regarding the accident is incomplete, OPS will provide follow-up information as appropriate.

4. **INVESTIGATION OF ACCIDENT.**

a. NTSB and OPS will coordinate and notify the other agency of accidents which it will investigate.

b. When one agency is investigating an accident and the other agency decides to investigate the same accident for its own purposes, the two agencies may jointly participate in the investigation.

c. In a joint investigation, OPS and NTSB will coordinate their investigative activities so as to avoid duplication of effort and in accordance with the interest and expertise of the agency representatives.

d. Each agency will be responsible for dealing with the operator, state, local, officials, and the press within its own area of responsibility.

5. **SERVICES.**

a. **Investigative.** The assistance of OPS personnel and any agents under contract to OPS may be requested by the NTSB in any investigation. When OPS assistance is required, NTSB will notify OPS as soon as practicable after receipt of initial notification of a pipeline accident and specify the assistance required. All data developed by OPS or its contractors in response to requests for assistance from NTSB will be provided to NTSB and NTSB will be considered the office of record of public release of such data.

b. **Furnishing of Studies and Technical Investigation Reports.** The OPS will furnish to NTSB two copies of published studies and technical investigations concerning pipeline operations, design, maintenance, personnel training, and such other studies as are directly concerned with safety in pipeline transportation and accident prevention. Likewise, NTSB will furnish OPS with two copies of all such studies and technical investigations.

c. **Furnishing and Processing Pipeline Safety Data.** Each party of this agreement will furnish pipeline safety data to the other party upon request.

d. **Furnishing of Accident Investigation and Hearing Reports.** The OPS will furnish NTSB with two copies of on-site or field investigation reports of those accidents of such significance as to prompt the completion of a report. NTSB will furnish OPS with two copies of accident reports at least 5 days in advance of the release of that report.

6. **PROGRAM COORDINATION.** Each party of this agreement is invited to participate in or observe the hearings by the other party. Whether the other party will participate or observe will be determined by the inviting party. Copies of the proceedings and subsequent reports will be furnished the invited party.