United States Environmental Protection Agency
Washington, DC 20460

# Interagency Agreement/ Amendment

## Part 1 - General Information

**1. EPA IA Identification Number** RW-013-92441801 - 0

**2. Funding Location by Region** EPA HQ

**3. Other Agency IA ID Number (if known)** NACFO-BUD-16-001

**4. Awarding Office** IASSC East

**5. Type of Action** New

**6. IA Specialist:** Lenore Connell, 202-564-5343, connell.lenore@epa.gov

**7. Name and Address of EPA Organization**
US Environmental Protection Agency
IASSC East
1200 Pennsylvania Avenue, NW Mail code 3903R
Washington, DC 20460

**8. Name and Address of Other Agency**
Department of Commerce-NOAA
National Oceanographic and Atmospheric Administration
14th & Consitution Avenue, NW
Washington, DC 20230

**9. DUNS:** 029128894 **10. BETC:** COLL **11. DUNS:** 156140209 **12. BETC:** DISB

**13. Project Title and Description**
Administrative Law Judges resources
To provide services of attorneys, law clerks, clerical services, or other legal support staff in direct support of ALJ's work under this agreement.

**14. EPA Project Officer (Name, Address, Telephone Number)**
Mary Keemer
1200 Pennsylvania Ave, NW (1900R)
Washington, DC 20460
202-564-6256
**E-Mail:** keemer.mary@epa.gov
**FAX:** 202-565-0044

**15. Other Agency Project Officer (Name, Address, Telephone)**
Mark Seller
14th & Consitution Avenue, NW
Washington, DC 20230
NA
**E-Mail:** seller.mark@noaa.gov
**FAX:** NA

**16. Project Period:** 10/01/2015 to 09/30/2016

**17. Budget Period:** 10/01/2015 to 09/30/2016

**18. Scope of Work (See Attachment)**
See attached;

**19. Employer/Tax ID No.** 520852695 **20. CAGE No:** 347A4 **21. ALC:** 68-01-0727

**22. Statutory Authority for Transfer of Funds and Interagency Agreement**
Economy Act 31 U.S.C. 1535

**23. Other Agency Type** Federal Agency

**24. Revise Reimbursable Funds and Direct Fund Cites (only complete if applicable)**

| | Previous Funding | This Action | Amended Total |
|---|---|---|---|
| Revise Reimbursable (in-house) | | 0.00 | 0.00 |
| Direct Fund Cite (contractor) | | 0.00 | 0.00 |
| Total | | | 0.00 |

| Funds | Previous Amount | Amount This Action | Total Amount |
|---|---|---|---|
| 25. EPA Amount | | $0.00 | $0.00 |
| 26. EPA In-Kind Amount | | | $0.00 |
| 27. Other Agency Amount | | $550,000.00 | $550,000.00 |
| 28. Other Agency In-Kind Amount | | | $0.00 |
| 29. Total Project Cost | | $550,000.00 | $550,000.00 |

**30. Fiscal Information**

| Treas. Symbol | DCN | FY | Appropriation | Budget Org | PRC | Object Class | Site/Project | Cost Org | Ob/De-Ob Amt |
|---|---|---|---|---|---|---|---|---|---|
| 6815/160108 | | 1516 | BR | 16R0X09 | ZZZGE3 | 0 | | | 518,868.00 |
| 6815/160108 | | 1516 | BR | 16R0Z09 | ZZZGE3 | 0 | | | 31,132.00 |
| | | | | | | | | | 550,000 |

## Part II - Approved Budget

EPA IAG Identification Number
RW-013-92441801 - 0

| 31. Budget Categories | Itemization of All Previous Actions | Itemization of This Action | In-Kind Itemization of This Action | Itemization of Total Project Cost to Date |
|---|---|---|---|---|
| (a) Personnel | | $518,868.00 | | $518,868.00 |
| (b) Fringe Benefits | | | | $0.00 |
| (c) Travel | | | | $0.00 |
| (d) Equipment | | | | $0.00 |
| (e) Supplies | | | | $0.00 |
| (f) Procurement / Assistance | | | | $0.00 |
| (g) Construction | | | | $0.00 |
| (h) Other | | | | $0.00 |
| (i) Total Direct Charges | $0.00 | $518,868.00 | $0.00 | $518,868.00 |
| (j) Indirect Costs: | $0.00 | $31,132.00 | | $31,132.00 |
| Charged - Amount<br>Rate: 4.91%<br>Base: $<br>Not Charged:<br>Funds-In: Not charged by EPA<br>Amount $ | | | | |
| (k) Total<br>(EPA Share %)<br>(Other Agency Share %) | $0.00 | $550,000.00 | $0.00 | $550,000.00 |

32. How was the IDC Base calculated?

33. Is equipment authorized to be furnished by EPA or leased, purchased, or rented with EPA funds? ☐ Yes ☒ No
(Identify all equipment costing $1,000 or more)

34. Are any of these funds being used on Procure/Assistance agreements? ☐ Yes ☒ No

Type of Procure/Assistance Agreement

| Contractor/Recipient Name (if known) | Total Procure/Assistance Amount Under This Project | Percent Funded by EPA (if known) |
|---|---|---|
| | Total $ 0.00 | |

## Part III - Funding Methods and Billing Instructions

35. **(Note: EPA Agency Location Code (ALC) - 68010727)**

| | |
|---|---|
| ☐ Disbursement Agreement | Request for repayment of actual costs must be itemized on SF 1080 and submitted to the Financial Management Office, Cincinnati, OH 45268-7002: |
| ☐ Repayment | ☐ Monthly ☐ Quarterly ☐ Upon Completion of Work |
| ☐ Advance | Only available for use by Federal agencies on working capital fund or with appropriate justification of need for this type of payment method. Unexpended funds at completion of work will be returned to EPA. Quarterly cost reports will be forwarded to the Financial Management Center, EPA, Cincinnati, OH 45268-7002. |
| ☐ Allocation Transfer-Out | Used to transfer obligational authority or transfer of function between Federal agencies. Must receive prior approval by the Office of Comptroller, Budget Division, Budget Formulation and Control Branch, EPA Hdqtrs. Forward appropriate reports to the Financial Reports and Analysis Branch, Financial Management Division, PM-226F, EPA, Washington, DC 20460. |

36. ☒ Reimbursement Agreement ☒ Repayment ☐ Advance
☐ Allocation Transfer-In

| Other Agency's Billing Address (include ALC or Station Symbol Number) | Other Agency's Billing Instructions and Frequency |
|---|---|
| 13-14-0001 | Other Agency TAS 13X5583 |

## Part IV - Acceptance Conditions

**EPA Identification Number**

RW-013-92441801 - 0

**37. Terms and Conditions, when included, are located at the end of the 1610-1, or as an attachment.**

## Part V - Offer and Acceptance

**Note:** A) For Fund-out actions, the agreement/amendment must be signed by the other agency official in duplicate and one original returned to the Grants and IA Management Division for Headquarters agreements or to the appropriate EPA Regional IA administration office within 3 calendar weeks after receipt or within any extension of time that may be granted by EPA. The agreement/amendment must be forwarded to the address cited in item 29 after acceptance signature.

Failure to return the properly executed document within the prescribed time may result in the withdrawal of offer by EPA. Any change to the agreement/amendment by the other agency after the document is signed by the EPA Award Official, which the Award Official determines to materially alter the agreement/amendment, shall void the agreement/amendment.

B) For Funds-In actions, the other agency will initiate the action and forward two original agreements/amendments to the appropriate EPA program office for signature. The agreements/amendments will then be forwarded to the appropriate EPA IA administration office for signature on behalf of the EPA. EPA will return one original copy after acceptance returned to the other agency after acceptance.

| EPA IA Administration Office (for administrative assistance) | EPA Program Office (for technical assistance) |
|---|---|
| **38. Organization/Address**<br>U.S. Environmental Protection Agency<br>IASSC East<br>1200 Pennsylvania Avenue, NW Mail code 3903R<br>Washington, DC 20460 | **39. Organization/Address**<br>US Environmental Protection Agency<br>OARM - Office of Administration and Resources Management<br>1200 Pennsylvania Ave, NW<br>Washington, DC 20460 |

**Award Official on Behalf of the Environment Protection Agency**

| 40. Digital signature applied by EPA Award Official \| FOR Frank N. Roth - Chief<br>Michelle Messick - AO delegate | Date<br>09/21/2015 |
|---|---|

**Authorizing Official on Behalf of the Other Agency**

| 41. Signature | Typed Name and Title | Date |
|---|---|---|
| | Kenneshia Ruto, Acting Chief, CFMD | 08/11/2015 |

# Administrative Conditions

1. **Resolution of Disagreements**

Should disagreements arise on the interpretation of the provisions of this agreement or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement or interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

If a dispute related to funding remains unresolved for more than 30 calendar days after the parties have engaged in an escalation of the dispute, disputes will be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10, available at http://www.fms.treas.gov/tfm/index.html.

2. **Cost Collection Upon Cancellation**

If the IA recipient cancels the agreement, the Environmental Protection Agency is authorized to collect costs incurred prior to the cancellation of the agreement, plus termination costs, up to the total payment amount provided for under the agreement.

See Instructions - Reverse



U.S. DEPARTMENT OF COMMERCE

**PROCUREMENT REQUEST**

Requisitioner fills in only unshaded blocks

1. INVOICE ADDRESS

U.S. Department of Commerce/NOAA
Corporate Financial Management Division
14th and Constitution Ave, NW, Room D200
Washington, DC 20230

A. REQUISITION NUMBER: NACFO-BUD-16-001

B. READY REQUISITION DATE:

| 2 RECEIVING OFFICE NO. | 3 REFERENCE CONTRACT NUMBER | 4 ORDER DATE | 5 SOURCE | 6 PURCHASE DELIVERY ORDER NUMBER | 7 SUB. | C. SF-281 |
|---|---|---|---|---|---|---|
| | | | | | | |

D. CHECK ONE: PURCHASE ORDER / DELIVERY ORDER / IMPREST FUND / CONTRACT / OTHER

8. TO:(Seller)

Environmental Protection Agency
1200 Pennsylvania Avenue, NW
Mail Code 1900L
Washington, DC 20005

9. SHIP TO: (Use Bldg/Room No.-see Reverse for Format)

U.S. Department of Commerce/NOAA
Corporate Financial Management Division
14th and Constitution Ave, NW, Room D200
Washington, DC 20230

10. 1099 TAX

11. EMPLOYER IDENTIFICATION NUMBER (EIN)

E. REQUISITIONER CONTACT PERSON: Patricia Murray

TELEPHONE NO. (202) 482-2146

| 12 LINE ITEM | 13 ACT. CODE | 14 DESCRIPTION (Double Space Between Items) | 15 BUDGET OBJECT | 16 ACC. LINE | 17 QUANTITY | 18 UNIT ISSUE | 19 UNIT PRICE (If Known) | 20 ESTIMATED AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 01 | | FY16 Administrative Law Judge Services | 2535 | 01 | 1 | | 550,000.00 | 550,000.00 |
| | | Period of Performance: Oct 1, 2015 - Sep 30, 2016 | | | | | | 0.00 |
| | | For Obligational Purposes Only | | | | | | 0.00 |
| | | (Total requisition is $550k) | | | | | | 0.00 |
| | | DO NOT SEND TO SUPPLIER | | | | | | 0.00 |

21. F.O.B. POINT

22. DISCOUNT TERMS

23. PROMPT PAYMENT

**Sub-Total** *(This Page)* 24. 550,000.00

F. REQUEST DELIVERY BY:

25. DELIVERY DATE:

26. SHIP VIA

27. ESTIMATED FREIGHT

**TOTAL** 28. 550,000.00

I certify that funds are available and that the above items are necessary for use in the public service.

G. TITLE OF REQUEST AUTHORIZING OFFICIAL: Kenneshia Ruto, Acting Chief, CFMD

TELEPHONE: (202 ) 482-4482

SIGNATURE: [signature]

DATE: 8/11/15

TITLE OF REQUESTER: Patricia Murray, Senior Budget Analyst

TELEPHONE: (202) 482-2146

SIGNATURE: [signature]

DATE: 8/11/15

H. CLEARANCES AND REMARKS

| 29 ACC. LINE | 30 BUREAU CODE | 31. ACCOUNTING CLASSIFICATION | 32 DISTRIBUTION | 33 AMOUNT |
|---|---|---|---|---|
| 01 | 14 | 14 16 2XLAFF2 PG0 1006<br>01-02-0000-00-00-00-00 | | 550,000.00 |

FORM CD-435 (9-85)

(Distribution--Original and one copy to Procurement)

**NOT A PURCHASE ORDER**

Amendment 3 to Interagency Agreement
Between the
Environmental Protection Agency (EPA)
And the National Oceanic and Atmospheric Administration (NOAA)

1. Amendment to the Interagency Agreement

The Interagency Agreement between the National Oceanic and Atmospheric Administration (NOAA) and U.S. Environmental Protection Agency (EPA), signed September 16, 2013, is amended as follows:

*Section V is revised as follows:*

Funding authorized by NOAA for services provided by EPA under Section IV of this Interagency Agreement from October 1, 2015 through September 30, 2016, will not exceed **$550,000** unless modified by amendment to this Interagency Agreement. NOAA is using "No Year Funding" (funds that do not expire) to fund this interagency agreement.

As set forth in the attached Determination and Finding pursuant to 48 CFR 17.502-2, NOAA warrants that sufficient funding amounts are available, that this agreement is in the best interest of the United States Government, and that the services requested cannot be provided by contract as conveniently or cheaply by a commercial enterprise. EPA warrants that it is able to provide the goods and services set forth in the agreement.

*Section V, financial tracking information, is revised as follows:*

| EPA | NOAA |
|---|---|
| ALC: 68-01-0727 | ALC: 13-14-0001 |
| DUNS number: 029128894 | DUNS number: 156140209 |
| TIN: 52-0852695 | TIN: 52-0821608 |
| TAS: 6815/160108 (FY16) | TAS: 13X5583 (no end date) |
| BETC: COLL | BETC: DISB |

2. The Remainder of the Interagency Agreement Remains in Effect

This amendment will become effective on the last date of signature by the parties. It covers services that extend from October 1, 2015 through September 30, 2016. All other terms and conditions of the September 16, 2013 Interagency Agreement remain in effect.

3. Signatures

IN WITNESS WHEREOF, the parties hereto have signed this agreement on the day and year appearing opposite the signature of their authorized representative.

Mark Seiler
Chief Financial Officer
National Oceanographic and Atmospheric Administration

9/1/15
Date

for Susan Biro

Susan L. Biro
Chief Administrative Law Judge
Office of Administrative Law Judges
U.S. Environmental Protection Agency

9/3/15
Date

September 16, 2013 Interagency Agreement

Section - Termination and Amendment of the Agreement
This agreement expires September 30, 2018.

Scope of Work Statement and
Special Conditions of the Interagency Agreement
Between the
Environmental Protection Agency
And the National Oceanic and Atmospheric Administration
For Performance of Reimbursable Work

I. General Information

Subject to the terms of this Interagency Agreement, the Environmental Protection Agency (EPA) will provide the services of Administrative Law Judges (ALJs) to the National Oceanic and Atmospheric Administration (NOAA) for the performance of work subject to renewal upon mutual agreement of EPA and NOAA.

The EPA may, in its discretion, provide services of attorneys, law clerks, clerical services, or other legal support staff in direct support of the ALJs' work under this Agreement. The EPA may, in its discretion, make travel arrangements necessary for the ALJs to perform services under this Agreement.

II. Purpose

This Agreement sets forth the terms and conditions by which EPA agrees to provide ALJs and their supporting resources. The Chief ALJ for the EPA will select the ALJ to preside over cases that are referred to EPA under this Agreement. The selected ALJ will be responsible for the control and conduct of each assigned case and maintaining the official administrative record and docket. The selected ALJ will preside over the administrative proceedings pursuant to the authorizing statutes and governing regulations identified here: 5 C.F.R. § 930.208, 15 C.F.R. § 904, Subpart C.

Where this Agreement covers specific matters or cases from the Requesting Agency, they are listed here: Cases to be heard are primarily civil penalty cases, permit sanctions, and administrative forfeitures under the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. §§ 1801-1882), Endangered Species Act of 1973 (16 U.S.C. §§ 1531-1543), Marine Mammal Protection Act of 1972 (16 U.S.C. §§ 1361-1407), Lacey Act Amendments of 1981 (16 U.S.C. §§ 3371-3378), Marine Protection, Research and Sanctuaries Act (16 U.S.C. § 1431-1439), and other statutory authorities found at 15 C.F.R. § 904.1 (c).

III. References and Authorities

NOAA's programmatic authority includes 16 U.S.C. § 1861 as well as 15 C.F.R. 904.1. Authorities for the NOAA and the EPA to enter into this agreement include the Economy Act, 31 U.S.C. § 1535, which provides that an agency may place an order with another agency for goods or services if (a) amounts are available; (b) the ordering agency decides the order is in the best interest of the United States Government; (c) the agency to fill the order is able to provide or get by contract the ordered goods or services; and (d) the agency decides ordered goods or services

cannot be provided by contract as conveniently or cheaply by a commercial enterprise (payments must be made on the basis of the actual cost of goods or services provided). Specific authority for NOAA to request ALJ services through the Office of Personnel Management (OPM) and for EPA to provide ALJ services to agencies at the request of OPM is contained in 5 U.S.C. § 3344.

IV. Roles and Responsibilities

NOAA agrees to:

1. Pay for services provided by the EPA Office of Administrative Law Judges (OALJ);
2. Forward all necessary documents to the EPA OALJ, to include but not limited to: Notice of Violation Assessment, Notice of Permit Sanction, request for hearing and other associated documents that are required to docket the NOAA proceeding with the ALJ hearing docket clerk at the EPA OALJ Docketing Center;
3. As required, inform the EPA OALJ hearing docket clerk when EPA OALJ decisions have been petitioned for review to the NOAA Administrator.

The EPA OALJ agrees to:

1. Control and conduct each assigned case in accordance with NOAA procedural rules and regulations;
2. Receive and docket at the OALJ Docketing Center all case related documents and filings including but not limited to: Notice of Violation Assessment, Notice of Permit Sanction, required for hearing and other associated documents or filings as provided under NOAA procedural rules and regulations or as forwarded by NOAA;
3. Enter the case information into a tracking system, maintain accurate paper files, and continuously track the status of cases;
4. Inform all parties via a Notice of Assignment of the EPA Administrative Law Judge who will be presiding over the case, order the parties to file their Preliminary Position on Issues and Procedures and forward the case file to the assigned ALJ for adjudication;
5. Schedule and preside over all necessary prehearing conferences and civil administrative hearings for each assigned case;
6. Render a decision and service the parties as required by NOAA procedural rules and regulations. A copy of the initial decision will be sent to the NOAA Assistant General Counsel for Enforcement and Litigation (GCEL);
7. Provide in the quarterly billing statement or upon request a report indicating the following: the status of all NOAA cases; the number of cases docketed; the number of cases settled, withdrawn or dismissed; the number of hearings held; the number of initial decisions rendered, and any other information as requested by NOAA within the parameters of the OALJ's tracking system;
8. Certify and forward case files requested by NOAA in the event of a petition for review. In the event no petition for review has been filed, then close the record at the conclusion of the applicable time period and forward the permanent record of the case to NOAA. A copy of the initial decision will be forwarded to Lexis/Nexis for publication;
9. Maintain a closed docket for NOAA cases and refer requests by third parties for records or information pertaining to those cases to the NOAA Office of Assistant General Counsel for

Enforcement and Litigation or if directed, the NOAA Freedom of Information Act Office for processing;

10. Ensure that the EPA Chief ALJ, ALJs, attorney support staff, administrative or other support personnel, legal assistants, paralegals, and any approved contracted staff have appropriate clearances as required on a case-by-case basis; and
11. Ensure that the EPA Chief ALJ, ALJs, attorney support staff, administrative or other support personnel, legal assistants, paralegals, and any approved contracted staff will follow applicable codes of conduct to include the ABA Model Code of Judicial Conduct (ALJ's) and the ABA Model Code of Professional Conduct (attorneys).

Both NOAA and the EPA OALJ agree to conduct meetings as deemed necessary to discuss issues and problems arising under this Interagency Agreement.

V. Costs and Requirements

NOAA will reimburse EPA for actual costs only, which include direct and indirect costs incurred for the requested services. The actual salary and benefit rates for the ALJ will be used in the calculation of costs. Actual costs include time spent and travel expenses incurred by the ALJ. Time spent includes work on pre-hearing motions, activities and preparation, presiding over the hearing, obtaining transcripts, preparing and issuing a signed decision, and travel time to and from the hearing location. NOAA will reimburse EPA for travel costs in accordance with Federal Travel Regulations. EPA will be responsible for securing the services of a court reporter or translator for any hearings held pursuant to this Agreement. Since the EPA's in-house resources will be used to perform the services required by this Agreement, all work must stop on September 30 of each year and any unexpended funds must be de-obligated to the extent that EPA has not incurred obligations before the end of the period of availability of those appropriated funds. Any work to continue in the next fiscal year must be funded effective October 1 of that year with current fiscal year funds. However, NOAA may elect to renew the existing IA for an additional fiscal year as allowed by the original IA funding document; under such circumstances work will continue uninterrupted provided new funding is in place by the start of the new fiscal year.

Funding authorized by NOAA for services provided by EPA under Section IV of this Interagency Agreement from October 1, 2013 through September 30, 2014, will not exceed $250,000 unless modified by amendment to this Interagency Agreement. NOAA is using "No Year Funding" (funds that do not expire) to fund this interagency agreement.

As set forth in the attached Determination and Finding pursuant to 48 CFR 17.502-2, NOAA warrants that sufficient funding amounts are available, that this agreement is in the best interest of the United States Government, and that the services requested cannot be provided by contract as conveniently or cheaply by a commercial enterprise. EPA warrants that it is able to provide the goods and services set forth in the agreement.

Subsequent transfers of funds will be pursuant to amendments to this agreement. Each amendment will include a Determination and Finding, pursuant to 48 CFR 17.502-2.

The Intragovernmental Payment and Collection System (IPAC) will be used to collect reimbursement from the Requesting Agency. The following financial tracking information will be used by each agency:

| EPA | NOAA |
|---|---|
| ALC: 68-01-0727 | ALC: 13-14-0001 |
| DUNS number: 029128894 | DUNS number: 156140209 |
| TIN: 52-0852695 | TIN: 52-0821608 |
| TAS: 683/40108 (FY14) | TAS: 13X5583 |
| BETC: COLL | BETC: DISB |

All costs will be invoiced to NOAA on a quarterly basis. The invoice shall include all supporting documentation to support the amounts billed to date, including:

- Identification of the cases and number of NOAA cases heard during the period;
- Actual invoices submitted to the EPA OALJ by court reporter services;
- Postage or mailing costs, including invoices for overnight delivery costs; and
- Apportionment of other office expenses, where appropriate, based on the percentage of costs attributable to NOAA.
- Other costs that may arise under the Agreement shall be reimbursed based on the actual and documented cost paid.

Cases status reports will be provided by EPA to NOAA on a quarterly basis. Copies of all invoices and status reports will be provided by email or fax to:

Daniel Bess
Chief, Corporate Financial Management Division
NOAA Budget Office
HCHB
Room D-015
14th & Constitution Ave., NW
Washington, DC 20230-0001

VI. Administrative

1. Name and addresses of participating agency contacts:

   Lending Agency:

   Environmental Protection Agency
   Mary Keemer, Project Officer
   1200 Pennsylvania Ave. NW
   Mail Code 1900R
   Washington, DC 20005

Requesting Agency:

National Oceanic and Atmospheric Administration
Joseph T. Banas, Ph.D.
NOAA Workforce Management Office
1305 East-West Highway
SOU41
Silver Spring, MD 20910

VII. Resolution of Disputes under this Agreement

If a dispute related to funding remains unresolved for more than 30 calendar days after the parties have engaged in an escalation of the dispute, disputes will be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume 1, Part 2, Chapter 4700, Appendix 10, available at http://www.fms.treas.gov/tfm/index.html.

VIII. Termination and Amendment of the Agreement

This agreement will remain in effect from the date of the last signature below until September 30, 2018 subject to funding availability and approval from the Office of Personnel Management to continue the agreement unless terminated earlier by mutual written agreement of the parties or, by either party by providing 30 days written notice to the other party. If NOAA cancels the order, the EPA is authorized to collect actual costs incurred prior to cancellation of the agreement plus termination costs, up to the total payment amount provided for under the agreement. The agreement may be amended at any time by mutual written consent of the parties.

Signatures:

Maryjean Buhler
Chief Financial Officer
National Oceanic and Atmospheric Administration

9/13/13
Date

Bruce McJunkin for
Susan L. Biro
Chief Administrative Law Judge
Office of Administrative Law Judges
U.S. Environmental Protection Agency

9/16/13
Date

Amendment 1

See note in para. 2

Amendment 1 increased the funding total to $ [illegible].

Amendment 1 to Interagency Agreement
Between the
Environmental Protection Agency (EPA)
And the National Oceanic and Atmospheric Administration (NOAA)

This is the [illegible] agreement [illegible] [illegible].

1. Amendment to the Interagency Agreement
The Interagency Agreement between the National Oceanic and Atmospheric Administration (NOAA) and U.S. Environmental Protection Agency (EPA), signed September 16, 2013, is amended as follows:

*Section V is revised as follows:*

Funding authorized by NOAA for services provided by EPA under Section IV of this Interagency Agreement from October 1, 2013 through September 30, 2014, will not exceed $550,000 unless modified by amendment to this Interagency Agreement. NOAA is using "No Year Funding" (funds that do not expire) to fund this interagency agreement.

As set forth in the attached Determination and Finding pursuant to 48 CFR 17.502-2, NOAA warrants that sufficient funding amounts are available, that this agreement is in the best interest of the United States Government, and that the services requested cannot be provided by contract as conveniently or cheaply by a commercial enterprise. EPA warrants that it is able to provide the goods and services set forth in the agreement.

[illegible] terminates [illegible] 9/30/14 [illegible] [illegible] in effect.

2. The Remainder of the Interagency Agreement Remains in Effect
This amendment will become effective on the last date of signature by the parties and will terminate on September 30, 2014. All other terms and conditions of the September 16, 2013 Interagency Agreement remain in effect.

3. Signatures
IN WITNESS WHEREOF, the parties hereto have signed this agreement on the day and year appearing opposite the signature of their authorized representative.

Jon P. Alexander
Acting Chief Financial Officer
National Oceanographic and Atmospheric Administration

6/5/14
Date

Susan L. Hiro
Chief Administrative Law Judge
Office of Administrative Law Judges
U.S. Environmental Protection Agency

6/9/14
Date

Amendment 2

See note on page 2.
Amendment 2 funds the agreement in FY15 & FY16 ok

Amendment 2 to Interagency Agreement
Between the
Environmental Protection Agency (EPA)
And the National Oceanic and Atmospheric Administration (NOAA)

1. Amendment to the Interagency Agreement
The Interagency Agreement between the National Oceanic and Atmospheric Administration (NOAA) and U.S. Environmental Protection Agency (EPA), signed September 16, 2013, is amended as follows:

*Section V is revised as follows:*

Funding authorized by NOAA for services provided by EPA under Section IV of this Interagency Agreement from October 1, 2014 through September 30, 2015, will not exceed $550,000 unless modified by amendment to this Interagency Agreement. NOAA is using "No Year Funding" (funds that do not expire) to fund this interagency agreement.

As set forth in the attached Determination and Finding pursuant to 48 CFR 17.502-2, NOAA warrants that sufficient funding amounts are available, that this agreement is in the best interest of the United States Government, and that the services requested cannot be provided by contract as conveniently or cheaply by a commercial enterprise. EPA warrants that it is able to provide the goods and services set forth in the agreement.

*Section V, financial tracking information, is revised as follows:*

| EPA | NOAA |
|---|---|
| ALC: 68-01-0727 | ALC: 13-14-0001 |
| DUNS number: 029128894 | DUNS number: 156140209 |
| TIN: 52-0852695 | TIN: 52-0821608 |
| TAS: 684/50108 (FY15) | TAS: 13X5583 (no end date) |
| BETC: COLL | BETC: DISB |

2. The Remainder of the Interagency Agreement Remains in Effect
This amendment will become effective on the last date of signature by the parties and will terminate on September 30, 2015. All other terms and conditions of the September 16, 2013 Interagency Agreement remain in effect.

3. Signatures.
IN WITNESS WHEREOF, the parties hereto have signed this agreement on the day and year appearing opposite the signature of their authorized representative.

Christopher C. Cartwright
Acting Chief Financial Officer
National Oceanographic and Atmospheric Administration

9/11/14
Date

for

Susan L. Biro
Chief Administrative Law Judge
Office of Administrative Law Judges
U.S. Environmental Protection Agency

9/16/14
Date