

THE CONTRACTUAL SIDE OF THE ROSTER

Providing a service for the US government, even in temporary and emergency situations, requires a binding agreement of some form and fashion.

The Piedmont – South Atlantic Coast CESU (PSAC CESU) provides the binding agreement in the form of a Cooperative Agreement between the National Park Service and university partners within the PSAC CESU¹. The Cooperative Agreement has already been signed in approval by all the partners and is in place for use.

When a university expert (listed on the NPS emergency response roster) is requested by the NPS for service at an incident, the expert can accept the request or decline it. Declining a request means the US government will not be purchasing any services, so nothing further is needed by either the university or the NPS. Accepting the request puts some contracting wheels into rapid motion. The service of a university expert must be properly and quickly acquired.

The NPS Point of Contact (POC) and the university POC are alerted when a request is accepted by a university expert. The emergency status of the request starts three fronts of action which should conclude within 24 hours or less.

1. The NPS POC alerts the NPS Contracting Officer of a pending service and supplies the information to create a purchase request (PR) for the service. The NPS Contracting Officer immediately begins to create a PR. The NPS POC sends the NPS Contracting Officer a Statement of Work as well as CESU Approval Memos.
2. The NPS POC communicates with the university POC and the university POC submits a signed proposal describing the proposed service (who, what, when, where and a budget) as well as a signed Request Form for Federal Assistance (SF-424 form). These documents are faxed to the NPS Contracting Officer.
3. The NPS Contracting Officer utilizes the PR, the proposal, the SF-424 form and the Statement of Work to construct a Task Agreement, or sub-agreement, under the PSAC CESU Cooperative Agreement. This is signed by the contracting officer and e-mailed back to the university POC. This is termed awarding the task agreement.

Once the task agreement is awarded, the university expert can be deployed to an impacted site. This is termed as being mobilized. The NPS POC will alert the university expert of the award and the NPS will follow up with travel arrangements for the expert. The university expert should be at the impacted site within less than 48 hours of accepting the request.

¹ A cooperative agreement is an appropriate legal instrument for this relationship since the principal purpose of the contemplated activity is to transfer money to a recipient to accomplish a public purpose of support authorized by law. Substantial involvement is anticipated between the NPS and the recipient during performance of the contemplated activity.

There are two “organizations” of the NPS involved in this relationship. They both have very different roles in this emergency response process which need to be clarified. The NPS POC and the NPS Contracting Officer belong to the Southeast Region of the National Park Service, meaning they are in service to the 69 National Parks scattered across the Southeast US. They also serve as partners within the PSAC CESU and so understand the CESU cooperative agreement, but have no association with the Incident Command System (ICS). The phone call to the university expert comes from the NPS Emergency Incident Coordination Center (EICC) which supports the ICS and has no association with the PSAC CESU cooperative agreement. The EICC maintains a database of people who can be called out in emergency situations to serve on incidents on various land ownerships, not just national parks.

The contractual side of the emergency response roster will be handled by the NPS POC while the application side of the roster will be controlled by EICC. The NPS POC will help set up the task agreement to deploy the university expert. The EICC will keep the roster of the university experts, contact the university expert and arrange travel plans for the university expert.

The task agreement will have several stipulations which defines the terms and conditions of the services of the university expert. Important ones are:

The university expert must:

- Be available for a minimum of two weeks of service, typically working 12-hour days with time off scheduled by the responsible federal official. The assignment may last less than a week or the expert may be asked to work longer than two weeks, if available. The work hours and duration of the assignment depend on the severity of the damage and logistics.
- Provide and travel with essential personal items. The university expert should anticipate being self sufficient in medicines, toiletries and clothing for the duration of the deployment.
- Work in a severely impacted area, often without electrical power, public water supply, medical services, accessible roads, and/or a safe environment. Hazardous conditions may exist. As the utilities and infrastructure of the area are restored, conditions improve.
- Work under the direction of a federal official. Follow the federal official’s directions on where and when to work, the objectives of the work, and administrative requirements (such as timekeeping and activity reports).
- Record payroll costs during the incident using an ICS form (OF 288). The form are faxed by the ICS to the home university at the end of the time of service or at least every two weeks. The home university pays the university expert through the university’s normal payroll system as if the university expert had never left

campus. The university will invoice NPS for payroll time, associated benefits, and indirect costs. Reimbursements to the university are funded by the NPS.

The Pay rate for a university expert is based on his/her home university's current daily rate equivalent, plus benefits, for the university expert. This should be the amount specified in the [*NCH Resource List Data Form*](#). By terms specified in the PSAC CESU Cooperative Agreement, the university may assess up to a 17.5% indirect cost to all payroll costs incurred by the university expert.

At the end of the time of service at an incident, the university expert goes through the proper steps to detach from the ICS (called demobilization). The ICS arranges and pays for travel, as well as for travel time, back to the home university. The NPS POC and the university POC should be alerted by the ICS of the demobilization. The Task Agreement between the NPS and the university for the emergency service of the university expert concludes according to normal requirements of any task agreement.

Questions regarding the contractual side of the emergency response roster can be addressed to the NPS POC.