

2017-065-0



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 10**

1200 Sixth Avenue, Suite 900
Seattle, Washington 98101-3140

OFFICE OF
COMPLIANCE AND ENFORCEMENT

MEMORANDUM OF UNDERSTANDING BETWEEN

**U.S. EPA, Region 10, Office of Compliance and Enforcement,
Pesticides and Toxics Unit**

AND

Puget Sound Clean Air Agency

REGARDING

**David G Magdangal
Presidential Management Fellow (STEM)**

I. INTRODUCTION

U.S. EPA, Office of Compliance & Enforcement (Employing Agency) hereby enters into Memorandum of Understanding (MOU) with **Puget Sound Clean Air Agency** (Gaining Agency) regarding a temporary developmental assignment (Developmental Assignment) for **David Magdangal**, a Presidential Management Fellow (PMF or Fellow) employed by the **Office of Compliance & Enforcement**. The Developmental Assignment shall be made on a non-reimbursable basis, whereby the Employing Agency will continue to pay the Fellow's salary and benefits in accordance with the provisions set forth herein. The Employing Agency will not be obligated for any additional funds during the period of the Developmental Assignment, unless expressly stated below.

II. AUTHORITIES

The Gaining Agency has authority to provide a Developmental Assignment for the Fellow employed by the Employing Agency pursuant to 5 USC 3341 and 5 CFR 300.301 and in accordance with the Individual Development Plan (IDP) approved for the Fellow pursuant to 5 CFR 362.204 (for PMFs grandfathered to the previous regulations) or 5 CFR 362.405 (for PMFs under the Pathways Programs regulations). The Developmental Assignment must be in the occupation or functional discipline in which the Fellow will most likely be placed, with full-time management and/or technical responsibilities consistent with the Fellow's IDP.

III. PURPOSE

This document constitutes an agreement between the Employing Agency and the Gaining Agency. The purpose of this MOU is to provide for the assigning, tracking, and accounting of personnel on a Developmental Assignment and to set forth the roles and responsibilities of the Employing Agency, the Gaining Agency, and the Fellow during the Developmental Assignment.

IV. GENERAL INFORMATION

- A. The Fellow has accepted a 4-month Developmental Assignment in the Puget Sound Clean Air Agency of the Gaining Agency. The Gaining Agency office is located at: 1904 third Avenue, Suite 105 Seattle, WA 98101. The responsible management official for the Fellow during the Developmental Assignment will be Carole Cenci, Compliance Manager.
- B. The start date of Developmental Assignment will be **2/13/2017**.
- C. The end date of the Developmental Assignment will be **6/13/2017**.
- D. This Developmental Assignment may be extended for **0 days/weeks** upon the written mutual consent of the Employing Agency and the Gaining Agency. The duration of the Developmental Assignment at the Gaining Agency, however, should not exceed 4 months.
- E. The Fellow will remain on the rolls of the Employing Agency in his permanent position of record during the Developmental Assignment. The Employing Agency retains the right to effect such personnel actions as necessary and required in accordance with its personnel management policies.
- F. Position title of record for the Fellow is: **Environmental Engineer**.
- G. The Grade/Band of the Fellow is: **GS-11**.
- H. Duty Location of the Fellow at the Employing Agency is: **Seattle, Washington**.
- I. Duty Location of the Fellow at the Gaining Agency is: **Seattle, Washington**.

V. RULES, REGULATIONS, AND POLICIES

A. **PMF Regulations.**

A copy of the PMF Program regulations can be found under the “About Us\Policy” section on the PMF website at www.pmf.gov.

B. **PMF Guide for Agencies.**

The *PMF Guide for Agencies* can be found under the “About Us\Policy” section on the PMF website at www.pmf.gov. The *PMF Guide for Agencies* provides information on the roles and responsibilities of the PMF Program Office, Agency PMF Coordinators, Presidential Management Fellows (PMFs), and their supervisors. It also provides program policy and procedural guidance to help agencies administer their PMF Program.

VI. RESPONSIBILITIES OF THE PARTIES

A. **Time and Attendance.**

The Fellow’s time and attendance will be maintained by the Gaining Agency and the Employing Agency. The Gaining Agency timekeeper will report the Fellow’s time and attendance to the Employing Agency timekeeper (see section VIII of this MOU) on a biweekly basis and will advise the Employing Agency by **3 p.m. EST on the second Tuesday** of every pay period of the hours worked and type and amount of any leave used by the Fellow during that pay period.

The Fellow will not be permitted to perform the duties of the Developmental Assignment on Federal holidays, or to work in excess of 80 hours per pay period without prior written permission from the Fellow’s first-line supervisor at the Employing Agency. Failure to abide by this provision may constitute grounds for terminating this MOU immediately.

B. **Fellow’s Performance Evaluation.**

Upon the request by the Employing Agency, using the performance plan issued to the Fellow, the Gaining Agency will provide in writing a descriptive evaluation of the Fellow’s performance during the Developmental Assignment and submit it to the Employing Agency within 2 weeks of the end of the developmental period and, in any event, no later than June 27, 2017.

C. The Gaining Agency agrees to perform the following responsibilities:

- Provide technical and operational support to the Fellow for all Gaining Agency activities
- Provide office space and administrative support to the Fellow while assigned to the Gaining Agency
- Provide Fellow with the following meaningful duties and tasks:

This scope of work and description of the details are intended to provide both the Fellow and the Agency managers overseeing this work a common understanding of the tasks that will be completed. The general focus of this work will be to review assigned federal rules (e.g. NSPS or

NESHAPS) which have been delegated to this agency by EPA and develop resources which would support inspection work in the field for sources subject to these rules. For each rule assigned, the Fellow will:

- Read and review the actual rule language
- Summarize and extract from the rule the following key information:
 - Applicability criteria
 - Emission limits or work practice standards
 - Testing requirements (if any)
 - Monitoring requirements
 - Recordkeeping requirements
 - Reporting requirements
- Include in the summary/extract from the rule reference citations for each element identified
- After obtaining a review of this summary/extract from the Manager of Compliance, prepare revisions as directed.
- Once the summary/extract is complete, prepare a draft checklist for the rule which may be used in the field by an inspector.
- After obtaining a review of this checklist from the Manager of Compliance and Inspection Supervisor, prepare revisions as directed.
- Once the draft checklist is finalized, work with an assigned Inspector to visit a registered source and observe a practical test of the draft checklist in the field. Revisions may follow from that field visit.

It is unknown how many rules the Fellow may complete through this process, but we anticipate that the work will be done sequentially. As we see that the work on the first rule assignment is reaching a logical lull in activity, we will assign additional rules, as appropriate. The goal would be to have the work be completed on as many rule assignments as possible and avoid partially completed work on rules at the end of the period.

- Allow the Fellow to attend training and conferences related to his permanent position and fellowship as needed or required.

D. The Employing Agency agrees to perform the following additional responsibilities:

- **Pay for travel and training related to the fellow's permanent position**
- **Pay the fellow's travel related to the development assignment (per diem/lodging) if travel is beyond 50 miles of duty station and/or greater than 12 hours.**

VII. TRAVEL AND TRAINING

- A. All expenses for any training required of the Fellow by the Gaining Agency during the Developmental Assignment will be paid by the Gaining Agency.

VIII. CONTACTS

The contacts for each party to this agreement are:

	Name and Title	Phone Number	E-mail Address	Location
Presidential Management Fellow	David Magdangal, Environmental Engineer	206-553-4044	Magdangal.David@epa.gov	Seattle, WA
Employing Agency Supervisor	Kelly McFadden, Unit Manager	206-553-1679	McFadden.Kelly@epa.gov	Seattle, WA
Gaining Agency Responsible Official	Carole Cenci, Compliance Manager	206-689-4061	carolec@psccleanair.org 206-689-4061	Seattle, WA
Agency PMF Coordinator at EPA Headquarters	JoAnn Brant PMF Coordinator	206-564-0375	Brant.joann@epa.gov	Seattle, WA
Agency PMF Coordinator for Gaining Agency	n/a	n/a	n/a	n/a
Employing Agency Timekeeper	Jennifer Wolfe	206-553-6519	Wolfe.Jennifer@epa.gov	Seattle, WA
Gaining Agency Timekeeper	Isela Jiménez Nejbauer, Human Resources Manager	206-689-4041	iselajn@psccleanair.org	Seattle, WA

The parties agree that if there is a change regarding the information in this section, the party making the change will make a reasonable attempt to notify the other party in writing of such change within two business days.

IX. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION

This MOU will become effective when signed by all parties. The MOU will terminate on **6/13/2017**.

NOTE: The duration of the Developmental Assignment may be amended at any time by the mutual written consent of the parties. Any party may terminate this MOU by providing **14** days' prior written notice to the other party.

Modification of this MOU will be achieved by executing a separate, subsequent agreed upon written document containing either amendments (changing or eliminating existing provisions) or addenda (adding new provisions).

X. OBLIGATIONS AND EXPENDITURES

Nothing in this MOU requires the parties to obligate or expend appropriated funds.

XI. THIRD PARTY RIGHTS

This MOU shall not be construed to provide a private right or cause of action for or by any person or entity.

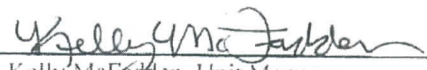
XII. OTHER PROVISIONS

Should disagreement arise on the interpretation of the provisions of this MOU, or any amendments 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 on interpretation is not reached within thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

XIII. HOLD HARMLESS

Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement.

XIV. SIGNATURES


 Kelly McFadden, Unit Manager
 U.S. EPA, Region 10, Office of Compliance & Enforcement


2/7/2017
 Date


 JoAnn Brant, Headquarters PMF Coordinator
 U.S. EPA HQ, OARM-OHR-DESD-DRB

2/7/2017
 Date


 Carole Cenci, Compliance Manager
 Puget Sound Clean Air Agency

2/14/2017
 Date


 David Magdangal, Environmental Engineer
 U.S. EPA, Region 10, Office of Compliance & Enforcement

2/7/2017
 Date

Attachments:

1. Previous PMF Program regulations for grandfathered PMFs from the Class of 2011 and 2012: 5 C.F.R. § 362.204, Development, evaluation, promotion, and certification [of Presidential Management Fellows]
2. Current PMF Program regulations under the Pathways Programs for PMFs from the Class of 2013>: 5 C.F.R. § 362.405, Development, evaluation, promotion, and certification [of Presidential Management Fellows]

Attachment 1:

Based on grandfathered PMFs from the Class of 2011 and 2012:

5 C.F.R. § 362.204 Development, evaluation, promotion, and certification (specific for Fellows).

(a) Individual development plans. The appointing agency will approve an Individual Development Plan (IDP) for each of its Fellows that sets forth the specific developmental activities designed to impart the competencies of the occupation or functional discipline in which the Fellow is most likely to be placed.

(b) Required developmental activities.

(1) OPM will provide orientation and graduation programs for each class or cohort of Fellows, and will provide information on available training opportunities.

(2) The appointing agency will provide each Fellow with formal classroom training during the Program: (i) For each Fellow, the appointing agency will provide a minimum of 80 hours per year of formal classroom training that addresses the core competencies required of the occupation or functional discipline in which the Fellow will most likely be placed upon completion of the program and conversion to a full-time, permanent position. The OPM Director, or the Director's designee, may approve alternative sources of such training.

(3) The appointing agency will provide each Fellow with at least one rotational or developmental assignment with fulltime management and/or technical responsibilities consistent with the Fellow's IDP. With respect to this requirement:

(i)(A) Each Fellow must receive at least one developmental assignment of 4 to 6 months in duration in the occupation or functional discipline in which the Fellow will most likely be placed, with full-time management and/or technical responsibilities consistent with the Fellow's IDP. (B) In addition, the Fellow may receive other short-term rotational assignments of 1 to 6 months in duration, at the appointing agency's discretion, to occupations or functional areas different from the one in which the Fellow will most likely be placed;

Attachment 2:

Based on PMFs under the current Pathways Programs regulations from the Class of 2013>:

5 C.F.R. § 362.405 Development, evaluation, promotion, and certification (specific to Fellows).

(a) *Individual Development Plans.* An agency must approve, within 45 days, an Individual Development Plan (IDP) for each of its Fellows that sets forth the specific developmental activities that are mutually agreed upon by each Fellow and his or her supervisor. The IDP must be developed in consultation with the Agency PMF Coordinator and/or the mentor assigned to the Fellow under paragraph (b)(3) of this section.

(b) *Required developmental activities.*

(1) OPM will provide an orientation program for each class or cohort of Fellows and will provide information on available training opportunities known to it.

(2) The agency must provide each Fellow a minimum of 80 hours of formal interactive training per year that addresses the competencies outlined in the IDP. Mandatory annual training, such as information security and ethics training, does not count towards the 80-hour requirement.

(3) The agency must provide each Fellow with at least one rotational or developmental assignment with fulltime management and/or technical responsibilities consistent with the Fellow's IDP. With respect to this requirement:

(i) Each Fellow must receive at least one developmental assignment of 4 to 6 months in duration, with management and/or technical responsibilities consistent with the Fellow's IDP. As an alternative, a Fellow may choose to participate in an agency-wide initiative or other Presidential or Administration initiative that will provide the Fellow with the experience he or she would have gained through the 4-to-6-month developmental assignment; and

(ii) The developmental assignment may be within the Fellow's organization, in another component of the agency, or in another Federal agency.

(4) The Fellow may receive other short-term rotational assignments of 1 to 6 months in duration, at the agency's discretion.