MEMORANDUM OF AGREEMENT
BETWEEN
THE NATIONAL TELECOMMUNICATIONS AND INFORMATION ADMINISTRATION,
U.S. DEPARTMENT OF COMMERCE
AND
SPACE AND NAVAL WARFARE SYSTEMS CENTER, PACIFIC
U.S. DEPARTMENT OF NAVY
Agreement No. M92167

I. PARTIES AND PURPOSE

This Memorandum of Agreement (MOA) establishes an agreement between the National Telecommunications and Information Administration (NTIA), U.S. Department of Commerce (DOC) and the Space and Naval Warfare Systems Center, Pacific (SSC Pacific), U.S. Department of Navy, through which NTIA will pay for the provision of direct technical assistance to grantees and subgrantees of the Public Safety Interoperable Communications (PSIC) Grant Program.

II. BACKGROUND

Section 3006 of the Digital Television Transition and Public Safety Act of 2005 (Title III of the Deficit Reduction Act of 2005, Pub. L. No. 109-171), as amended, creates a matching grant program to assist public safety agencies in the planning and coordination associated with the acquisition of, deployment of, or training for the use of interoperable communications equipment, software and systems that utilize public safety spectrum bands, and other purposes. It directs NTIA to take the administrative actions necessary to establish and implement the grant program. It authorizes NTIA to make payments not to exceed $1 billion in the aggregate through fiscal year 2010 to carry out the program. PSIC grantees are the States and Territories and subgrantees are the local jurisdictions within the States and Territories.

In 2007, SSC Pacific supported the NTIA Public Safety Interoperable Communications (PSIC) Grant Program via the Interagency Agreement with the Department of Homeland Security, Office of Emergency Communications (OEC). The IAA with OEC included technical support for the PSIC grant program and the associated Investment Justification workshops. NTIA then provided an IAA directly to SSC Pacific to deliver support during the period of April – December 2008 to help grant recipients modify investment justifications to overcome programmatic and technical weaknesses. NTIA now desires that SSC Pacific provide technical assistance to U.S. States and Territories to implement the approved investment justifications.

III. AUTHORITY

The authorities for NTIA and SSC Pacific to enter into this agreement are:

(A) The Economy Act, 31 U.S.C. § 1535, which provides that an agency may place an order with a major organizational unit within the same agency or another agency for goods or services if:

(1) amounts are available;

(2) the ordering agency decides the order is in the best interest of the United States Government;

(3) the agency to fill the order is able to provide or get by contract the ordered goods or services; and

(4) 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); and

(B) Section 3006 of the Deficit Reduction Act of 2005, Pub. L. No. 109-171, 120 Stat. 4, 24 (2006), as amended, which creates the PSIC Grant Program.

IV. ECONOMY ACT FINDINGS

As set forth in the attached "Determinations and Findings Pursuant to 48 CFR 17.503," NTIA 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. NTIA warrants if the action requires contracting action by SSC Pacific, the acquisition will appropriately be made under an existing contract of the servicing agency, entered into before placement of the order, to meet the requirements of the servicing agency for the same or similar supplies or services.

V. TERMS AND CONDITIONS

(A) In cooperation with NTIA and consistent with the requirements of Section 3006 of the Deficit Reduction Act of 2005, SSC Pacific shall, use both government and contract personnel to assist in this effort. SSC Pacific's contract personnel assistance will be provided under the Communications and Sensor Systems Technology Contract (N66001-06-D-0071). SSC Pacific shall:

(1) Provide technical assistance to States and Territories on the implementation of the PSIC investments. This technical assistance will involve activities that include, but are not limited to, support with the development and implementation of general systems and technical specifications; system optimization and integration; quality assurance and acceptance tests; training and exercises; and standard operating procedures and mutual aid agreements. This assistance will be provided as needed, as funds permit, and when both NTIA and SSC Pacific mutually agree on the task.

(2) Provide a one-page summary of the assistance provided, which outlines the participants in the session(s), major issues addressed, outcomes of session, and summary of questions/answers; and

(3) Provide monthly reports to NTIA.

(B) In cooperation with the SSC Pacific, and consistent with the requirements of Section 3006 of the Deficit Reduction Act of 2005, NTIA shall:

(1) Provide timely funding to SSC Pacific for the costs associated with its provision of technical assistance under the PSIC Grant Program;

(2) Provide SSC Pacific with direction on which States and Territories need assistance; and

(3) Make PSIC Program personnel available to answer PSIC-related questions and provide clarification and guidance as needed.

VI. TRANSFER OF FUNDS

NTIA agrees to provide funding not to exceed $4,800,000 to SSC Pacific via IPAC (Inter-Agency Line Payment and Collection) over the full term of this agreement. NTIA will make advances from the Digital Television Transition and Public Safety Fund (Fund), which are "no year" funds. NTIA agrees to make these advances annually at a level that is sufficient to meet, but not exceed, outlays for the term of this agreement. To the extent that SSC Pacific has not incurred obligations before the termination of this agreement, any remaining amounts shall be returned to the Fund. SSC Pacific will achieve full cost recovery for the services it is providing under the agreement.

Information for processing payments:

For NTIA:

National Institute of Standards and Technology
ATTN: Janet Rescigno
Accounts Payable Office
Building 101, Room A826
Gaithersburg, MD 20899

NTIA ALC (Agency Location Code): 13060001
Treasury Account Symbol: 13X5396
Object Class: 2599
ACCS: 61-09-4711000-300-0630
Business Partner Network Number: 127625023
Business Event Type Code: DISB

For SSC Pacific:

Treasury Account Symbol: 97X4930
Agency Location Code: 00008522
Business Partner Network Number: AT97AO2NH6
Business Event Type Code: COLL

VII. CONTACT

The contacts of each part to this agreement are:

For NTIA:

Technical Representative:

Laura Pettus
Office of Telecommunications and Information Applications
National Telecommunications and Information Administration
1401 Constitution Avenue, N.W.
Room 4812
Washington, DC 20230
Phone: (202) 482-4509
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E-mail: lpettus@ntia.doc.gov

Financial Contact:

Clifton Beck
Budget Officer
National Telecommunications and Information Administration
U.S. Department of Commerce
1401 Constitution Avenue, N.W.
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Washington, DC 20230
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Fax: (202) 482-0979
E-mail: cbeck@ntia.doc.gov

For SSC Pacific:

Technical Representative:

Clark Hendrickson
Head, Communications Technology Branch
Code 55450
SPAWARSYSCEN Pacific
53560 Hull Street
San Diego, CA 92152-5001
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Fax: (619) 553-2052
E-mail: karis.rader@navy.mil

The parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change.

VIII. DURATION OF AGREEMENT AND AMENDMENTS

This agreement will become effective when signed by the parties. The agreement will terminate on September 30, 2010, but may be amended at any time by mutual written consent of the parties.

IX. TERMINATION AND CANCELLATION CLAUSE

Any party may terminate this agreement by providing 30 days written notice to the other party. If NTIA cancels the order, the SSC Pacific is authorized to collect costs incurred prior to cancellation of the order plus any termination costs, up to the total payment amount provided for under this agreement. The total value of the agreement, including termination costs, will not exceed $4,800,000.

X. RESOLUTION OF DISAGREEMENTS

Should disagreement arise on the interpretation of the provisions of this agreement, the dispute shall be resolved pursuant to the Business Rules for Intragovernmental Transactions delineated in the Treasury Financial Manual, Vol. 1, Bulletin 2007-03, Section VII (Resolving Intragovernmental Disputes and Major Differences).

XI. AUDIT ACCESS

For the purposes of audit and examination, representatives of the Office of the Inspector General, U.S. Department of Commerce, shall have access to the records of SSC Pacific and any SSC Pacific contractor, which relate to the work conducted under this agreement, and to the records and files of PSIC grant recipients.

For the National Telecommunications and Information Administration:

MABaker

MEREDITH ATTWELL BAKER
Acting Assistant Secretary for
Communications and Information
Department of Commerce

Date: 12/9/08

For the Space and Navel Warfare Systems Center, Pacific:

M.T. K

M. T. KOHLHEIM
Captain, U.S. Navy
Commanding Officer
Space and Naval Warfare Systems
Center, Pacific

Date: 12/22/08

Attachment I – Determinations and Findings
Attachment II – Schedule and Estimated Budget

NTIA/PSIC
M42167

ATTACHMENT I

DETERMINATIONS AND FINDINGS PURSUANT TO 48 CFR 17.503

NTIA warrants;

__X__ that sufficient funding amounts are available;

__X__ that this agreement is in the best interest of the United States Government; and

__X__ that the services requested cannot be provided by contract as conveniently or cheaply by a commercial enterprise.

It has been determined that this Economy Act order:

_____ does not require contracting action by the servicing agency; or

__X__ does require contracting action by the servicing agency and that one of the following circumstances exists:

__X__ the acquisition will appropriately be made under an existing contract of the servicing agency, entered into before placement of the order, to meet the requirements of the servicing agency for the same or similar supplies or services;

_____ the servicing agency has capabilities or expertise to enter into a contract for such supplies or services which is not available within the requesting agency; or

_____ the servicing agency is specifically authorized by law or regulation, i.e., to purchase such supplies or services on behalf of other agencies.

For the National Telecommunications and Information Administration:

Sharon Balilea
Contracting Officer
AGO Staff Offices External Client Division
National Oceanic and Atmospheric Administration
U.S. Department of Commerce

Date: 10 Nov 08

ATTACHMENT II

SCHEDULE AND ESTIMATED BUDGET

1 Schedule

Begin interfaces with States/Territories	November 2008
Screen/assess/approve TA requests	Continuously through May 31, 2010
Complete work for technical assistance	Continuously through July 31, 2010
Summary Reports	Within one week of completed assistance
Monthly Reports	On the 20th of each month
Final Report with closeout billing	NLT September 30, 2010

2 Estimated Budget

PSIC IJ Implementation Budget				
	Title	**Cost per Task**	**Total Cost**	**Comments**
V.A.2	**Technical Assistance**	**$53,860**	**$3,824,060**	The types of available Technical Assistance are listed in the TA catalog posted on the SAFECOM website. Depending on the type of TA requested, the cost can range from $20K to $90K with an average cost of $54K. Using this average cost, approximately 71 tasks can be performed.
	Labor	$48,000		Two persons per task for 160 hours @ $150/hour
	Travel	$5,840		Two trips per Site @ $2,920 each. Travel involves airfare ($900), two night hotel stay ($400), 2.5 days of per diem ($160) for a total of $1460 per person. Including a Car rental for 3 days ($150), each two-person trip is estimated to cost $2920.
	Other Direct Costs	$20		Materials (Guidance/Requirements Documents) Printing
V.A.3	**Summary Reports**	**$1,055**	**$189,900**	An average of $1050 is estimated for each of 71 one-page Summary Reports
	Labor	$1,050		Labor consists of 4 hours to generate a report, 1 hour for editing, and 2 hours for peer review of each report. 7 hours @ $150 = $1050
	Other Direct Costs	$5		Materials (Paper, Documents) Printing
V.A.4	**Monthly Reports**	**$6,610**	**$158,640**	An average of $6,600 is estimated for each five- to ten-page report over the 24-month period of performance.
	Labor	$6,600		Write report (20 hours), edit (9 hours), perform peer review (10 hours), and finalize documentation (5 hours). Labor is 44 hours @ $150/hour.
	Other Direct Costs	$10		Materials (Documents and Printing)
	Management & Administration (appx 13%)	**$7,998**	**$627,400**	Management and Administration covers the labor cost of the project manager, budget analyst, documentation specialist, and other similar project support costs..
	Grand Total	**$69,523**	**$4,800,000**	The average expenditure per State or Territory is about $86,000.