

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE NATIONAL TELECOMMUNICATIONS AND INFORMATION  
ADMINISTRATION,  
U.S. DEPARTMENT OF COMMERCE  
AND  
SPACE AND NAVAL WARFARE SYSTEMS CENTER, SAN DIEGO  
U.S. DEPARTMENT OF NAVY  
Agreement No. M82167**

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, San Diego (SSC San Diego), 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.

The provisions of the PSIC grant program require States and Territories to prepare Statewide Communications Interoperability Plans (SCIPs) that support the Investment Justifications (IJs) for which PSIC grant funds are requested. The SCIPs were prepared per guidance provided by the Department of Homeland Security (DHS) and with support from a team of subject matter experts provided by SSC San Diego through an agreement with DHS. The SSC team consisted of government and contract employees. NTIA finds that similar guidance and some assistance with technical aspects of the IJs are required before NTIA can approve the IJs for grant funding. Technical assistance provided by SSC San Diego on IJs consists of engineering and operational expertise related to communications for public safety.

III. AUTHORITY

The authorities for NTIA and SSC San Diego 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 San Diego, 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 San Diego shall, use both government and contract personnel to assist in this effort. SSC San Diego’s contract personnel assistance will be provided under the Communications and Sensor Systems Technology Contract (N66001-06-D-0071). SSC San Diego shall:
- (1) Provide technical assistance to States and Territories that did not receive approval of their Investments submitted for the PSIC Grant Program;
  - (2) Provide technical assistance to States and Territories when technical issues arise with the implementation of the PSIC projects. This assistance will be provided as needed, as funds permit, and when both NTIA and SSC San Diego mutually agree on the task; and

- (3) 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
- (4) Provide monthly reports to NTIA.

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

- (1) Provide timely funding to SSC San Diego for the costs associated with its provision of technical assistance under the PSIC Grant Program;
- (2) Provide SSC San Diego with copies of all Investments that were not approved and the corresponding peer and program review comments;
- (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 not to exceed \$495,000 to SSC San Diego 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 at a level that is sufficient to meet, but not exceed, outlays for the term of this agreement. To the extent that SSC San Diego has not incurred obligations before the termination of this agreement, any remaining amounts shall be returned to the Fund.

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: 61-07-4711000-300-0630  
Business Partner Network Number: 127625023  
Business Event Type Code: DISB

For SSC San Diego:

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  
Fax: (202) 501-8009  
email: 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.  
Room 4888  
Washington, DC 20230  
Phone: (202) 482-1632  
Fax: (202) 482-0979  
email: cbeck@ntia.doc.gov

For SSC San Diego:

Technical Representative:  
Clark Hendrickson  
Head, Communications Technology Branch  
Code 5545  
SPAWARSYSCEN San Diego  
5356 Hull Street  
San Diego, CA 92152-5001  
Tel: (619) 553-6715  
Fax: (619) 553-5366  
E-mail: clark.hendrickson@navy.mil

Financial Contact:  
Karis Rader  
Financial Administrator  
Code 55402  
SPAWARSYSCEN San Diego  
5356 Hull Street  
San Diego, CA 92152-5001  
Tel: (619) 553-3276  
Fax: (619) 553-2052  
Email: 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, 2008, 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 San Diego is authorized to collect costs incurred prior to cancellation of the order plus any termination costs. The total value of the agreement, including termination costs, will not exceed \$495,000.

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 San Diego and any SSC San Diego 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:

For the Space and Navel Warfare Systems Center, San Diego:

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

\_\_\_\_\_  
M. T. KOHLHEIM  
Captain, U.S. Navy  
Commanding Officer  
Space and Naval Warfare Systems  
Center, San Diego

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

Attachment I

DETERMINATION AND FINDINGS  
Pursuant to 48 CFR 17.503

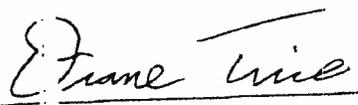
NTIA warrants:

- that sufficient funding amounts are available;
- that this agreement is in the best interest of the U.S. Government; and
- that the services requested cannot be otherwise provided by contract as conveniently or cheaply (including timeliness and value) by a commercial enterprise.

It has been determined that this Economy Act Order:

- does not require contracting action by the servicing agency; or
- does require contracting action by the servicing agency and that one of the following circumstances exists:
  - 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 Telecommunication and  
Information Administration:

  
\_\_\_\_\_  
Diane Trice  
Contracting Officer  
AGC Staff and External Clients Division  
National Oceanic and Atmospheric Administration  
U.S. Department of Commerce

Date: 3/28/2008  
Agreement No. M82167  
For Period Ending: 9/30/2008

## ATTACHMENT II

### SCHEDULE AND ESTIMATED BUDGET

#### 1 Schedule

Investment Justification Approval	April 21 through June 20
Investment Implementation	June 23 through September 30
Summary Reports	Within one week of completed assistance
Monthly Reports	On the 20 <sup>th</sup> of each month, starting in May
Final Report with closeout billing	NLT November 30, 2008

#### 2 Estimated Budget

PSIC TA Budget				
Title	# of Sites	Per Site	Total	Comments
<b>Technical Assistance</b>				
<b>Investment Justification Approval</b>	15	\$24,716	\$370,740	Workshops for up to 15 NTIA selected Sites will be held to resolve issues raised by SCIP reviewers. Average support cost is \$24,000 per workshop.
Labor per workshop		\$19,200	\$288,000	Conduct workshops for each NTIA selected State and Territory to resolve issues identified by Peer Reviewers regarding each SCIP. Each TA team will consist of two operations and two engineering subject matter experts. Each workshop will require 16 hours to conduct. Travel involves 8 hours out and 8 hours back. Labor is estimated as 32 hours* 4 SMEs *\$150/hour for a total of \$9,600 per trip.
Travel and Per Diem		\$6,496	\$92,440	Travel involves airfare (\$600), three night hotel stay (\$600), 3.5 days of per diem (\$224) for a total of \$1324 per person. Including a Car rental for 4 days (\$200), each trip is estimated to cost \$5496.
Other Direct Costs		\$20	\$300	Materials (Guidance/Requirements Documents) Printing
<b>Investment Implementation</b>	1	\$21,620	\$21,620	Operations and Technical support for NTIA selected Investments will be provided subject to available funding. Average support cost is \$22,000 per investment.
Labor per workshop		\$21,600	\$21,600	All support will be provided remotely from SSC San Diego. Each Implementation team will consist of no more than two persons, selected according to the investment need. Each Implementation task is estimated to require 144 hours labor. Labor is estimated as 144 hours*\$150/hour.
Other Direct Costs		\$20	\$20	Materials (Guidance/Requirements Documents) Printing
<b>Summary Reports</b>	16	\$1,055	\$16,880	Up to 16 Summary reports will be provided to describe the effort and results for each incidence of technical assistance (workshops and implementation). Average cost is \$1,000 per report.
Labor		\$1,050	\$16,800	Labor consists of 4 hours to generate a report, 1 hour for editing, and 2 hours for peer review of each report.
Other Direct Costs		\$5	\$80	Materials (Paper, Documents) Printing
<b>Monthly Reports</b>	6	\$1,510	\$9,060	A total of six monthly reports will be submitted, covering the months of April through September. Average cost is \$1,500 per report.
Labor		\$1,500	\$9,000	Labor consists of 7 hours to generate a report, 1 hour for editing, and 2 hours for peer review of each report.
Other Direct Costs		\$10	\$60	Materials (Paper, Documents) Printing
<b>Management &amp; Administration appx 20%</b>		\$8,313	\$76,700	This covers 10% program management and administrative support for all tasks plus a 7% management reserve.
<b>Grand Total</b>		<b>\$57,214</b>	<b>\$495,000</b>	