

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NATIONAL TELECOMMUNICATIONS AND INFORMATION
ADMINISTRATION,
U.S. DEPARTMENT OF COMMERCE
AND
THE NATIONAL PROTECTION AND PROGRAMS DIRECTORATE,
U.S. DEPARTMENT OF HOMELAND SECURITY
Agreement No. M72190**

I. PARTIES AND PURPOSE

This Memorandum of Understanding (MOU) establishes an agreement between the National Telecommunications and Information Administration (NTIA), U.S. Department of Commerce (DOC) and the National Protection and Programs Directorate (NPPD), U.S. Department of Homeland Security (DHS), through which NTIA will pay for the provision of direct technical assistance to potential applicants and Public Safety Interoperable Communications (PSIC) Grant Program awardees by the Office of Emergency Communications (OEC) of NPPD.

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 new 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 in consultation with DHS 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.

III. AUTHORITY

The authorities for NTIA and NPPD 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);
- (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; and
- (C) Section 1801 of the Homeland Security Act of 2002, as amended, Pub. L. No. 107-296, (2002), which authorizes the Director of OEC to provide technical assistance to State, regional, local, and tribal government officials with respect to the use of interoperable emergency communications capabilities.

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 OEC, 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. NPPD warrants that OEC is able to provide or get by contract the requested services.

V. TERMS AND CONDITIONS

Under the PSIC Grant Program, applicants whose Statewide Communications Interoperability Plans fail to address PSIC requirements may not be awarded grants. Therefore, the parties agree to the following:

- (A) In cooperation with NTIA and consistent with the requirements of Section 3006 of the Deficit Reduction Act of 2005, OEC shall, pursuant to the attached Statement of Work and Budget Plan:
 - (1) Provide technical assistance through the Interoperable Communications Technical Assistance Program (ICTAP), to States, Territories, Tribal governments and local governments, so that Statewide Communications Interoperability Plans (SCIP) and Investment Justifications (IJ) submitted to the PSIC Grant Program address Program requirements;
 - (2) Coordinate with NTIA on the review of SCIPs to ensure that PSIC Grant Program requirements are addressed; and
 - (3) Provide monthly reports to NTIA.

In performing these tasks, OEC shall ensure consistency with the *Recommended Federal Grant Guidance: Public Safety Communications and Interoperability Grants, Fiscal Year*

(FY) 2007 developed by OEC's SAFECOM program, and as may be amended. Grants are to be administered to the maximum extent practicable in a manner which is consistent with urban area Tactical Interoperable Communication Plans, SCIPs, urban areas homeland security strategies, the National Preparedness Goal, and accompanying guidance.

Notwithstanding any other provision of this Agreement, OEC shall not be obligated to provide services the costs for which exceed the funding allocated under this Agreement.

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

- (1) Provide timely funding to OEC for the costs associated with its provision of technical assistance under the PSIC Grant Program;
- (2) Before OEC begins delivery of technical assistance services, provide to OEC a list, prioritized based on needs identified by NTIA, of those States or Territories to which technical assistance services should be provided first as resources permit (the Needs Assessment). The Needs Assessment shall include a Point of Contact for each State or Territory and a verification that each State or Territory can provide an appropriate on-site facility, if necessary, for any technical assistance services provided by OEC. In the event a State or Territory is unable to provide meeting space to conduct its technical assistance workshop, then OEC and NTIA shall discuss what options may exist to procure space from alternative sources. If a suitable location cannot be procured consistent with available funding and other technical assistance priorities, then OEC shall not be required to provide a workshop to the State or Territory in question;
- (3) Make NTIA PSIC Program personnel available to answer questions and provide clarification and guidance as may be needed in connection with the training of OEC Technical Assistance Personnel required in the Statement of Work, and to address questions and issues that may arise from time to time during the delivery of technical assistance services; and
- (4) Within five (5) business days of receipt of any draft training materials or technical assistance material(s) of general applicability developed by OEC, provide to OEC by electronic mail any comments and/or required revisions to the material(s), or, as appropriate, its approval.

VI. TRANSFER OF FUNDS

NTIA agrees to provide not to exceed \$1,762,200 to OEC 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, in accordance with the attached Budget Plan. 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 OEC 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 DHS:

Treasury Account Symbol: 70X0565
Organization Code (OEC): 01-08-0300-00-00-00
Business Partner Network Number: 052368391
Business Event Type Code: COLL

VII. CONTACT

The contacts of each part to this agreement are:

For NTIA:

Wayne Ritchie
Office of Telecommunications and
Information Applications
National Telecommunications
and Information Administration
1401 Constitution Avenue, N.W.
Room 4096
Washington, DC 20230
Phone: (202) 482-5515
Fax: (202) 501-8009
email: writch@ntia.doc.gov

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
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For OEC:

A. Keith Young
Program Manager
Office of Emergency
Communications
Department of Homeland
Security
1110 N. Glebe Rd.
Room 926
Arlington, VA 22201
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Fax: 703-235-5694
Email: keith.young@dhs.gov

James R. Alfredo
Finance Officer
NPPD
Department of Homeland
Security
245 Murray Lane, SW
Building 410
Washington, DC 20528
Phone: 202-447-3672
Fax: 202-447-3653 (*Please call to
alert Mr. Alfredo before sending fax.*)
Email: james.r.alfredo@dhs.gov

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, TERMINATION, AMENDMENTS AND MODIFICATIONS

(A) Duration of Agreement. This agreement will become effective when signed by all parties, and will terminate on December 31, 2007, unless earlier terminated pursuant to paragraphs B or C hereof.

(B) Automatic Early Termination. After this agreement is signed by all parties, if the Initial Training specified in Section 3.1 of the Statement of Work appended hereto has not been completed by September 7, 2007, then this agreement shall automatically terminate and DHS shall return all funds received hereunder to NTIA.

(C) Termination Upon Notice. Either party may terminate this agreement by providing 30 days written notice to the other party. If NTIA cancels this order, DHS is authorized to collect costs incurred prior to cancellation of the order plus any termination costs.

(D) Amendments and Modifications. The agreement, including the attached Statement of Work, may be amended at any time by mutual consent of the parties.

This agreement is subject to the availability of funds.

IX. RESOLUTION OF DISAGREEMENTS

Nothing herein is intended to conflict with current NTIA, DOC, OEC or DHS directives. If the terms of this agreement are inconsistent with existing directives of either of the agencies entering into this agreement, then those portions of this agreement which are determined to be inconsistent shall be invalid, but the remaining terms and conditions not affected by the

agreement, all necessary changes will be accomplished either by an amendment to this agreement or by entering into a new agreement, whichever is deemed expedient to the interest of both parties. 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).

X. 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 OEC, DHS, and any DHS contractor employed by OEC, 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 National Protection and Programs Directorate:

MABAKER for JMRK

John M.R. Kneuer
Assistant Secretary for
Communications and Information
Department of Commerce

Date: 8/17/07

Robert D. Jamison

Robert D. Jamison
Acting Under Secretary for
National Protection and Programs
Department of Homeland Security

Date: _____

Soraya Correa

Soraya Correa
Director,
Office of Procurement Operations
Department of Homeland Security

Date: 8/16/07

- Attachment I – Statement of Work
- Attachment II – PSIC Budget Plan
- Attachment III – Determinations and Findings Pursuant to 48 C.F.R. § 17.503

ATTACHMENT I

STATEMENT OF WORK

1. Purpose

This Statement of Work and accompanying Budget Plan (Attachment II) collectively describe the technical assistance services, and the estimated cost for those services, that OEC will deliver pursuant to the *Memorandum of Understanding between the National Telecommunications and Information Administration, U.S. Department of Commerce, and the National Protection and Programs Directorate, U.S. Department of Homeland Security* (MOU) to assist States, Territories, tribal governments and local governments in appropriately addressing PSIC Program Requirements in their respective Statewide Communications Interoperability Plans (SCIPS) and Investment Justifications (IJs).

2. PSIC Program Requirements

The PSIC program requirements that must be addressed in SCIPs and IJs are as follows:

2.1 A description of how public safety agencies will:

2.1.1 Plan and coordinate with, acquire, deploy, or train for the use of interoperable communications equipment, software, and systems that utilize, or enable interoperability with communications systems that can utilize reallocated public safety spectrum for radio communication, or otherwise improve or advance interoperability of public safety communications systems that utilize public safety spectrum bands; and/or

2.1.2 Establish and implement a strategic technology reserve to pre-position or secure interoperable communications in advance for immediate deployment in an emergency or major disaster;

2.2 A description of how local and tribal government entities' interoperable communications needs have been included in the planning process and how their needs are being addressed, if applicable;

2.3 A description of how nongovernmental organizations' (NGOs) interoperable communications needs have been included in the planning process and how their needs are being addressed, if applicable; and

2.4 For IJs specifically, a brief description of how the proposed investment comports with PSIC Program funding goals and priorities.

3. Training of ICTAP Personnel and Contractors

3.1 Initial Training – Prior to the commencement of delivery of technical assistance services, and not later than one week after DHS has applied the PSIC Funds to the Inter-agency Agreement supporting the ICTAP Program and such Funds have been accepted by the Space and Naval Warfare Systems Center, San Diego (SPAWAR),

OEC will ensure that all ICTAP staff (including contractors) providing technical assistance for the PSIC Grant Program (collectively Technical Assistance Personnel) receive training concerning the PSIC Program Requirements and the process and criteria to be used to evaluate IJs. Such training will consist of the review of PSIC program documentation by Technical Assistance Personnel and the opportunity for Technical Assistance Personnel to raise any questions of NTIA personnel regarding the PSIC Program and receive clarification or elaboration concerning such issues.

3.1.1 Review of PSIC Program Documentation – OEC will disseminate the following NTIA-provided documentation, and all Technical Assistance Personnel will review:

3.1.1.1 A copy of the “Public Safety Interoperable Communications Program Guidance” (PSIC Grant Guidance), and any amendments thereto that may be adopted;

3.1.1.2 A copy of any additional documentation developed and released for grantees regarding the IJ evaluation methodology and criteria; and

3.1.1.3 Any such additional written materials that NTIA may develop and provide to OEC to clarify or elaborate upon specific issues or questions related to the PSIC program.

3.1.2 Question and Answer (Conference Call) Session– After Technical Assistance Personnel have had an opportunity to review the PSIC Program Documentation as set forth above, OEC, in coordination with NTIA, will conduct a conference call of sufficient duration to enable Technical Assistance Personnel to raise any questions they may have of, or seek additional guidance or clarification from, NTIA personnel concerning the Grant Guidance, the PSIC Grant Program, and the PSIC Program Requirements.

3.2 Additional Training – Following completion of the Initial Training, and during the course of delivery of technical assistance services, additional questions may arise that require further clarification or guidance. For routine or discrete, individual questions, Technical Assistance Personnel should refer such items to the ICTAP Program Manager who can direct them to NTIA PSIC Program staff for response. In the event that questions arise that are significant in nature, or appear to be recurring frequently, OEC will consult with NTIA to discuss whether an additional conference call should be scheduled to address the issue and, if so, the scheduling and duration for such a call.

4. Components of Technical Assistance Services; Services Timeline

4.1 Components of Technical Assistance Services – Subject to Section 4.2, the technical assistance services to be provided by OEC will consist of the following components:

4.1.1 PSIC Outreach – OEC will maintain regular contact with the 56 States and Territories to coordinate the technical assistance offerings within them and provide general guidance to assist the States and Territories in addressing

PSIC-related information and updates in State and local planning and the development of their Investment Justifications (IJs).

4.1.2 State PSIC Workshops (On-Site) – Upon receipt of, and consistent with the priorities set forth in, the Needs Assessment referenced in Section V of the MOU, OEC shall provide support to States and Territories, and their included local agencies, including non governmental organizations and tribal entities, in the form of individual one-day workshops that shall include (A) a general introduction and discussion of PSIC program requirements and the need to appropriately address them in Statewide Communications Interoperability Plans (SCIPs); and (B) customized guidance concerning the development of PSIC Investment Justifications (IJs) that satisfy PSIC program requirements, and assistance with the development of such IJs.

4.1.2.1 Customized support – OEC will request each State or Territory receiving a workshop to provide data and/or other information related to its proposed IJs to ICTAP staff at least one week in advance of such workshop in order to enable Technical Assistance Personnel to prepare and develop customized workshop materials. Consistent with the Needs Assessment, OEC will assign between two and four (2-4) Technical Assistance Personnel to conduct each workshop as necessary to address the specific technical assistance needs of the States or Territories. In the event a State or Territory does not provide advance copies of IJ data or information to ICTAP staff, OEC will conduct the workshop, but its ability to customize guidance and assistance will be commensurately limited.

4.1.2.2 OEC will schedule workshops in accordance with the Needs Assessment provided by NTIA such that workshops for those jurisdictions identified as higher priorities for technical assistance will be conducted first. To achieve maximum efficiencies in the use of available resources, OEC will, to the extent practicable and consistent with identified needs, conduct State PSIC Workshops in conjunction with SCIP technical assistance workshops that it otherwise has scheduled.

4.1.2.3 OEC will begin conducting such State PSIC Workshops during the week in September 10-14 and continue through the week of November 12-16. Subject to the willingness of States and Territories to participate, workshops will be conducted at a rate of three sessions per week until the earlier of: (A) the completion of all workshops required by Needs Assessment; (B) November 16, 2007; or (C) all of the available PSIC Funds provided for in the MOU have been exhausted.

4.1.3 NTIA Regional IJ Workshops – ICTAP will send two (2) ICTAP support personnel to NTIA Regional IJ Workshops

- 4.2** Technical Assistance Services Timeline – OEC will begin delivering the technical assistance services identified herein immediately upon (1) the effective date of the MOU and (2) the completion of the Initial Training specified in Section 3.1 hereof. Technical assistance services will continue through November 16, 2007.

5. Preparation, Review and Approval of PSIC Materials

With the exception of any pre-published PSIC Grant Program materials such as those referenced in Section 3.1.1 above, or such other materials as NTIA may otherwise in its discretion provide, OEC shall develop all written materials to be used for the training or technical assistance purposes outlined in this Statement of Work. With the exception of any such materials that have been prepared on a customized basis and intended solely for the internal use of the recipient State or Territory, prior to releasing or otherwise publishing any such materials, OEC shall present drafts of all such materials to NTIA for review and comment or approval. No such materials shall be released publicly without NTIA approval.

6. Reports

On the fifteenth (15th) day of each month, OEC shall furnish NTIA with a report containing the following information:

- 6.1** Program Progress – A summary of program progress over the month just completed, including an overview of the previous month’s key activities, status of requests, problems and/or issues, and a summary of planned activities for the coming month.
- 6.2** Financial Status – Subject to the availability of financial data, a summary that provides relevant financial details pursuant to the Budget Plan including expended dollars, percentage of funding remaining, and anticipated burn rate for remaining funds. In the event any of the foregoing information is unavailable for delivery on the fifteenth (15th) day of the month, OEC will provide it to NTIA as soon as possible thereafter when it becomes available. OEC will furnish within 15 business days of receipt any invoices, task orders, or other documentation related to expenses incurred by OEC for the PSIC program. OEC shall notify NTIA immediately if it becomes aware of any development (*e.g.*, unanticipated expense, etc.) that would cause budgeted funding to be unavailable to complete fully any of the technical assistance services described herein.

ATTACHMENT III

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.

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; *(NOAA cannot accommodate at this time)*
 - 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.

Helen Hurcombe
Name: HELEN HURCOMBE
Contracting Officer, NOAA
For the National Telecommunications and
Information Administration

Date: 8/8/07