

2012-04902

(U) Interagency Agreement  
between  
The National Reconnaissance Office  
Communications Systems Directorate  
and  
The Department of Homeland Security  
for  
Telecommunications Services

1. (U) Purpose

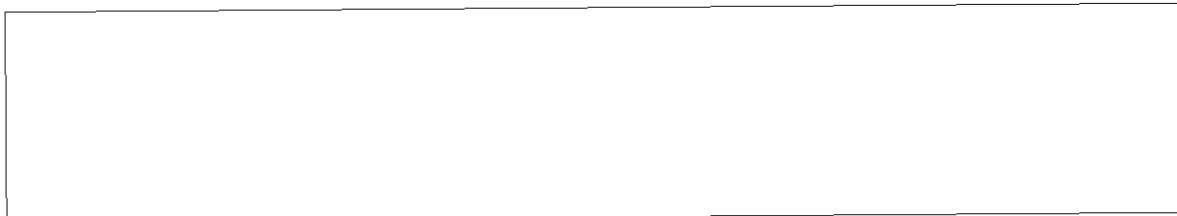
(U) This Interagency Agreement (IA) describes the terms and conditions for the effort described below. It provides information on the requirements of the Department of Homeland Security (DHS), hereinafter "the Requesting Agency," to allow the National Reconnaissance Office (NRO), Communications Systems Directorate (COMM), hereinafter "the Servicing Agency," to provide reimbursable support. If multiple task orders will be used to fulfill requirements for this project, then each task order must be associated with an independent Determination and Findings (D&F) document and Military Interdepartmental Purchase Request (MIPR) (or other agreement that satisfies Economy Act requirements) See 59 Comp. Gen. 563 (1980); 34 Comp. Gen 418, 422 (1955).

1.1. (U) Organizations authorized to request support

(U) The following organization in the Requesting Agency is authorized to obtain assistance from the Servicing Agency: DHS

1.2. (U) Organizations authorized to provide support

(U) The following organization in the Servicing Agency is authorized to provide assistance to the Requesting Agency:  
NRO/COMM



(b)(1)  
(b)(3)

(b)(3)

CL BY:   
DECL ON: 20379808  
DRV FROM: INCG 1.0, 13 February 2012

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separated from classified  
attachments

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## 2. (U) Authority

(U) The parties' authority to enter into this IA is:

- The Economy Act (31 U.S.C. 1535 et seq.)  
 Franchise Fund (e.g., 31 U.S.C. 501 note) or Revolving  
Fund (e.g., 40 U.S.C. 321)

Identify specific statutory authority

- Other

Identify specific statutory authority: FAR 17.5

(U) Note that if the requested support is subject to the Economy Act, a warranted contracting officer or another official designated by the agency head must approve a D&F. (See Subpart 17.5 of the Federal Acquisition Regulation.)

## 3. (U) General Terms and Conditions

### 3.1. (U) Period of Agreement

(U) The terms and conditions described become effective when signed by authorized officials of both agencies and remain effective until 30 September 2016, unless amended in accordance with Section 13 or terminated in accordance with Section 3.3.

### 3.2. (U) Contract Termination, Disputes and Protests

(U) If a contract or order awarded pursuant to this IA is terminated or cancelled or a dispute or protest arises from specifications, solicitation, award, performance or termination of a contract, appropriate action will be taken in accordance with the terms of the contract and applicable laws and regulations. The Requesting Agency shall be responsible for all costs associated with termination, disputes, and protests, including settlement costs, except that the Requesting Agency shall not be responsible to the Servicing Agency for costs associated with actions that stem from errors in performing the responsibilities assigned to the Servicing Agency. The Servicing Agency shall consult with the Requesting Agency before agreeing to a settlement or payments to ensure that the Servicing Agency has adequate time in which to raise or address any fiscal or budgetary concerns arising from the proposed payment or settlement.

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3.3. (U) IA Termination

(U) This IA may be terminated upon 60 calendar days written notice by either party. If this agreement is canceled, any implementing contract/order may also be canceled. If the IA is terminated, the agencies shall agree on the terms of the termination, including costs attributable to each party and the disposition of awarded and pending actions.

(U) If the Servicing Agency incurs costs due to the Requesting Agency's failure to give the requisite notice of its intent to terminate the IA, the Requesting Agency shall pay any actual costs incurred by the Servicing Agency as a result of the delay in notification, provided such costs are directly attributable to the failure to give notice.

3.4. (U) Interpretation of IA

(U) If the Servicing Agency and Requesting Agency are unable to agree about a material aspect of this IA, the parties agree to engage in an effort to reach mutual agreement in the proper interpretation of this IA, including amendment of this IA, as necessary, by escalating the dispute within their respective organizations.

(U) If a dispute related to funding remains unresolved for more than 90 calendar days after the parties have engaged in an escalation of the dispute, the parties agree to refer the matter to their respective Agency Chief Financial Officers (CFO) with a recommendation that the parties submit the dispute to the CFO Council Intragovernmental Dispute Resolution Committee for review in accordance with Section VII of Attachment 1 to the Treasury Financial Manual, Volume 1, Bulletin No. 2007-03, Intragovernmental Transactions, Subject: Intragovernmental Business Rules, or subsequent guidance.

(U) All transactions under this IA shall comply with the requirements of the Economy Act, 31 U.S.C. 1535 et seq. All activities under or pursuant to this agreement are subject to the availability of appropriated funds, and no provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. 1341. This agreement is not a funding document, and does not represent the obligation or transfer of funds.

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**4. (U) Project Title:**

(U) DHS Telecommunications Support

**5. (U) Description of Reimbursable Support**

(U) This section describes the goods or services that will be acquired from a contractor by the Servicing Agency on behalf of the Requesting Agency under this IA.

(U) The Servicing Agency will provide the following support to the Requesting Agency: Telecommunications Services

Description of services is attached.

**6. (U) Project Milestones**

(U) Project will be managed to meet milestones as established with the requesting agency. Program office will review the schedule on a weekly basis.

**7. (U) Billing and Payment**

**7.1. (U) Billing Documentation**

(U) The Servicing Agency will present an SF1080 billing to the Requesting Agency on the basis specified below.

An advance of anticipated contract costs and assisted services support costs

Reimbursement of incurred cost

**7.2. (U) Billing and Payment Terms and Conditions**

(U) The Requesting Agency will pay the Servicing Agency for costs of each contract or task/delivery order. Billings may include the amounts due under the contract or order plus any service charges identified in Section 9.

(U) Reimbursable billings are delinquent when they are 90 or more calendar days old (from date of the billing). When billings remain delinquent over 90 calendar days and the

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Requesting Agency has not indicated a problem regarding services, the Servicing Agency may choose not to award any new contract/orders or modifications to existing contract/orders for the Requesting Agency (or the client within) and termination of existing services will be considered and negotiated with the Requesting Agency.

(U) The Requesting Agency shall be responsible for interest owed under the Prompt Payment Act except that the Servicing Agency shall be responsible for interest owed to the contractor due to delays created by actions of the Servicing Agency.

**8. (U) Roles and Responsibilities of Servicing Agency and Requesting Agency**

(U) The effective management and use of interagency contracts is a shared responsibility of the Requesting Agency and the Servicing Agency.

(U) Funding will be obligated using best industry practices and standards under terms and conditions consistent with United States Government regulations and processes. The Servicing Agency is solely responsible for the terms and conditions of any contract or other vehicle necessary to fulfill the requirements of this IA.

**9. (U) Fees**

(U) No Service Charges Apply

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10. (U) Identifier and Obligation Information

(U) Servicing Agency and Requesting Agency shall complete the table below.

Common Agreement Number to be used on acquisition documentation	Project Title	Type of Requirement
[Redacted]	DHS Telecommunications Services	Severable Services

(b)(3)

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11. (U) Requesting Agency Funding Information

(U) The Requesting Agency's Certifying Official shall complete the table and certification below. If the effort is not fully funded in the current year, provide a certified funding profile that demonstrates full funding. See attachment.

(b)(1)

(b)(3)

Amount obligated for current Fiscal Year (FY)2012 (contract costs):	[Redacted]
Unique restrictions on funding:	N/A
Funding profile to fully fund:	Amounts provided are Best Estimate
	FY13
	FY14
	FY15
	FY16
	FY17
	FY18
	FY19

(b)(1)

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Requesting Agency Funds Certifying Official	
I certify that the funds cited above are properly chargeable for the purposes set forth in paragraphs 3 and 10 of this IA. Out year funding is subject to the availability of funds and terms from 3.3 of this agreement apply.	
Signature <i>John J. Andrzejewski</i>	Date 9/10/12
Printed Name: John J. Andrzejewski	
Title: Director, Management Support Division	
Office: DHS/FEMA/MWEOC	

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**12. (U) Description of Requesting Agency-Specific Restrictions**

(U) This section identifies unique restrictions applicable to the Requesting Agency regarding the support, other than funding. "None"

**13. (U) Amendments**

(U) Any amendments to the terms and conditions in this IA shall be made in writing and signed by authorized officials of both the Servicing Agency and the Requesting Agency. Any changes to the scope of the requirements or the funding required shall be made in writing and signed by both the Servicing Agency and the Requesting Agency.

**14. (U) Contact Information**

(b)(3)

Servicing Agency Program Office POC		Requesting Agency Program Office POC	
Name:		Name:	Paul R. Frosell, Jr.
Address:	14675 Lee Road, Chantilly, VA 20151	Address:	301 7 <sup>th</sup> Street SW Washington, DC 20745
Email:		Email:	(Unclass) Paul.Frosell@hq.dhs.gov
Phone:	(Secure)	Phone:	(Unclass) 202-447-3200
FAX:	(Secure)	FAX:	(Unclass) 202-447-0020
FAX:	(Unclass)		
Servicing Agency Financial POC		Requesting Agency Financial POC	
Name:		Name:	Sheryl Bohon
Address:	14675 Lee Road, Chantilly, VA 20151	Address:	P.O. Box 4499 Winchester, VA 22604
Email:		Email:	(Unclass) Sheryl.bohon@dhs.gov
Phone:	(Secure)	Phone:	(Unclass) 540-542-4296
FAX:	(Secure)	FAX:	(Unclass) 540-542-2632
FAX:	(Unclass)		
Servicing Agency Contracting POC		Requesting Agency Contracting POC	
Name:		Name:	Kathleen Engel
Address:	14675 Lee Road, Chantilly, VA 20151	Address:	P.O. Box 4499 Winchester, VA 22604
Email:		Email:	(Unclass) Kathleen.engel@dhs.gov
Phone:	(Secure)	Phone:	(Unclass) 540-542-2306
FAX:	(Secure)	FAX:	(Unclass) 540-542-2632
FAX:	(Unclass)		



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### 15. (U) Signatures

(U) By signing this document, the Requesting Agency agrees to make a determination that 1) a bona fide need exists for the expenditure of any funds prior to funds transfer, and 2) the obligation of funds pursuant to this IA will not violate applicable statutes or regulations. The Requesting Agency further agrees to notify the Servicing Agency of all unique funding and procurement requirements and to complete all required reviews and approvals for a transfer of funds prior to funds transfer.

Requesting Agency Official		Servicing Agency Official	
	9/10/12		9/4/2012
Signature	Date	Signature	Date
John J. Andrzejewski		Terry S. Duncan	
Director, Management Support Division		Director, Communications Systems Directorate	
Department of Homeland Security Federal Emergency Management Agency		National Reconnaissance Office	

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CENTER~~

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Attachments:

1. (U) INCG 1.0 13 February 2012  
(~~TS//TK//REL TO USA, FVEY~~)

2. ~~(S//FOUO)~~ DHS Telecommunications  
Services and Funding Breakdown for

(~~S//TK//NF~~)

(b)(3)

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