

NONREIMBURSABLE INTERAGENCY AGREEMENT
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
LYNDON B. JOHNSON SPACE CENTER
AND UNITED STATES COAST GUARD, MARITIME SAFETY AND SECURITY
TEAM (MSST) 91104
FOR RECIPROCAL SUPPORT DURING AREA EMERGENCIES.

ARTICLE 1. AUTHORITY AND PARTIES

The National Aeronautics and Space Administration, Lyndon B. Johnson Space Center , located at 2101 NASA Parkway, Houston, Texas 77058 (hereinafter referred to as "NASA JSC," "JSC," or "NASA") enters into this Interagency Agreement (hereinafter referred to as "IAA") in accordance with the National Aeronautics and Space Act (51 U.S.C. § 20113) and the Economy Act, 31 U.S.C. § 1535. UNITED STATES COAST GUARD, MARITIME SAFETY AND SECURITY TEAM (MSST) 91104, located at 13411 Hillard St., Houston, TX 77034 (hereinafter referred to as "MSST") enters into this IAA in accordance with the Economy Act, 31 U.S.C. § 1535. NASA and MSST may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE

NASA and MSST wish to enter into an agreement for JSC to provide MSST limited shelter during category 1 to 3 hurricanes and other emergencies at the JSC Emergency Operations Center (EOC) and other JSC shelter facilities. MSST will provide assistance to NASA JSC during hurricane rideout. MSST will also provide EOC access to NASA JSC for emergency response, exercises, or training.

ARTICLE 3. RESPONSIBILITIES

NASA will use reasonable efforts to:

1. Furnish property, facilities, and utility services necessary for MSST to bring approximately 10 to 12 MSST personnel and working dogs to JSC to shelter during single incidents, such as hurricanes or other emergencies. MSST personnel will remain at JSC until danger is past and they can return to their duty station.
2. Provide MSST storage for its boats at the JSC antenna range and in covered storage (high bay) areas at JSC and the Sonny Carter Training Facility (SCTF) on a space-available basis.
3. House MSST weapons in the JSC armory.
4. Provide office equipment, supplies, and work space in the Community Partners Emergency Operations Center (CPEOC), Room 3100, Building 30, as indicated in Enclosure A.

5. JSC will provide facility access and coordination for installation of communications equipment, including telephone lines and radio antennas with no modifications to be made to JSC set-up with placement of MSST communications equipment at the CPEOC.
6. Ensure safety and proper operations by providing an official JSC liaison on duty in the CPEOC whenever MSST is present. The general purpose of the liaison is to facilitate access to the CPEOC, provide assistance, and coordinate between JSC operations and MSST, as required. The liaison will be available to provide assistance regarding the general layout of the CPEOC, identification of high hazard areas at JSC, specialized or unusual instructions, and other pertinent information required for emergency planning.
7. Provide MSST access to and from the CPEOC 24 hours per day, 7 days per week.
8. Allow MSST personnel to use their military IDs for site access. MSST access procedures are outlined in Enclosure B.

Coast Guard will use reasonable efforts to:

1. Comply with Federal safety, environmental, and security rules and regulations while operating at JSC.
2. Provide identification (including full name, office and emergency contact telephone number, and entity represented) for all MSST officials anticipated to occupy the JSC CPEOC in advance of sending MSST personnel to shelter at JSC. MSST officials may not bring family members or pets on site.
3. Provide all personal equipment, including pagers, cellular telephones, medication, weapons, and shelter supplies (e.g. food, bedding, clothing, toiletries) for each person assigned by MSST to the CPEOC for the duration of the emergency/exercise and remove such items when leaving JSC.
4. Provide required radio equipment and maintenance for all MSST equipment. MSST will provide frequency plan to CPEOC in order to maintain continuity of operations with JSC and other government (e.g. Harris County Sheriff, Houston Police Department, Precinct 8 Constable's Office).
5. Provide dispatching of MSST forces occupying the CPEOC. The current security service support contractor Emergency Dispatch Center (EDC) dispatchers will not dispatch US Coast Guard forces. JSC EDC dispatchers will request MSST services through procedures identified by the MSST and agreed to by JSC.
6. Provide any auxiliary equipment and supplies normally associated with emergency operations. This equipment includes notebooks, emergency plans, community maps, unique display boards, and telephone books, which are used to perform emergency planning and response duties of a highly qualified municipal emergency management office.
7. MSST will provide assistance to JSC during hurricane rideout.
8. Provide JSC the capability to have access to or utilize shared resources as appropriate and available from MSST. These shared resources may include but are not limited to communication equipment, portable generators, and maintenance/clean-up equipment, which would be used to perform appropriate emergency response activities.
9. MSST shall provide JSC access to EOC space or utilize shared resources as appropriate and available. Access to MSST EOC and resources may be in response to an

emergency affecting JSC, or for observation or participation in MSST training and exercises.

10. Comply with Federal, NASA, and JSC policies on the official use of computer resources as defined in Enclosure C. Use of CPEOC equipment, particularly computers and JSC Internet access, are subject to monitoring for official use. Misuse and or abuse of Government-furnished computers and JSC Internet access will result in a formal complaint to the Commanding Officer, USCG MSST Houston.

11. MSST shelterees will terminate the use of JSC shelter facilities as soon as MSST determines it is safe for them to return to their duty station.

ARTICLE 4. SCHEDULE AND MILESTONES

The planned major milestones for the activities defined in the "Responsibilities" Article are as follows: June 1 Every Year

Annual review of this agreement

ARTICLE 5. FINANCIAL OBLIGATIONS

There will be no transfer of funds between the Parties under this Agreement and each Party will fund its own participation. All activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

ARTICLE 6. PRIORITY OF USE

Any schedule or milestone in this IAA is estimated based upon the Parties' current understanding of the projected availability of its respective goods, services, facilities, or equipment. In the event that either Party's projected availability changes, NASA or Coast Guard, respectively, shall be given reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly. The Parties agree that NASA's and Coast Guard's use of its own goods, services, facilities, or equipment shall have priority over the use planned in this IAA.

ARTICLE 7. LIABILITY AND RISK OF LOSS

Each Party agrees to assume liability for its own risks arising from or related to activities conducted under this IAA.

ARTICLE 8. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

NASA and Coast Guard agree that the information and data exchanged in furtherance of the activities under this IAA will be exchanged without use and disclosure restrictions unless required by national security regulations (e.g., classified information) or as otherwise provided in this IAA or agreed to by NASA and other Federal Agency for specifically identified information or data (e.g., information or data specifically marked with a restrictive notice).

ARTICLE 9. INTELLECTUAL PROPERTY RIGHTS - INVENTION AND PATENT RIGHTS

Unless otherwise agreed upon by NASA and Coast Guard, custody and administration of inventions made (conceived or first actually reduced to practice) under this IAA will remain with the respective inventing Party. In the event an invention is made jointly by employees of the Parties (including by employees of an Party's contractors or subcontractors for which the U.S. Government has ownership), the Parties will consult and agree as to future actions toward establishment of patent protection for the invention.

ARTICLE 10. RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA

NNASA or Coast Guard may, consistent with Federal law and this Agreement, release general information regarding its own participation in this IAA as desired. Insofar as participation of the other Party in this IAA is included in a public release, NASA and Coast Guard will seek to consult with each other prior to any such release, consistent with the Parties' respective policies.

Pursuant to Section 841(d) of the NASA Transition Authorization Act of 2017, Public Law 115-10 (the "NTAA"), NASA is obligated to publicly disclose copies of all agreements conducted pursuant to NASA's 51 U.S.C. §20113(e) authority in a searchable format on the NASA website within 60 days after the agreement is signed by the Parties. The Parties acknowledge that, if this IAA is entered into pursuant to NASA's 51 U.S.C. §20113(e) authority, this IAA will be disclosed, without redaction, in accordance with the NTAA.

ARTICLE 11. TERM OF AGREEMENT

This IAA becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or five years from the effective date, whichever comes first.

ARTICLE 12. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Agreement by providing thirty (30) calendar days written notice to the other Party.

ARTICLE 13. CONTINUING OBLIGATIONS

The rights and obligations of the Parties that, by their nature, would continue beyond the expiration or termination of this Agreement, e.g., "Liability and Risk of Loss" and "Intellectual Property Rights" and related clauses ["Financial Obligations" if reimbursable] shall survive such expiration or termination of this Agreement.

ARTICLE 14. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Agreement.

Management Points of Contact

NASA Lyndon B. Johnson Space Center
Ronald B. Lee
JSC Emergency Preparedness Coordinator
Mail Stop: JS711
2101 NASA Parkway
Houston, Texas 77058
Phone: 832-636-4761
ronald.b.lee@nasa.gov

Linda Spuler
JSC Emergency Management Official
Mail Stop: JS711
2101 NASA Parkway
Houston, Texas 77058
Phone: 713-376-3734
linda.m.spuler@nasa.gov

H. Lane Honeycutt
Neutral Buoyancy Lab - Facility Manager
Office: 281-244-8174
Cell: 832-247-4732
howell.l.honeycutt@nasa.gov

United States Coast Guard, Maritime
Safety and Security Team (MSST) 91104
Maritime Safety and Security Team
(MSST)
Kevin P. Flood, LTJG
Hurricane Planning Officer
13411 Hillard St.
Houston, TX 77034-7034
Phone: N/A
kevin.p.flood@uscg.mil

ARTICLE 15. DISPUTE RESOLUTION

All disputes concerning questions of fact or law arising under this IAA shall be referred by the claimant in writing to the appropriate person identified in this IAA as the "Points of Contact." The persons identified as the "Points of Contact" for NASA and Coast Guard will consult and attempt to resolve all issues arising from the implementation of this IAA. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this IAA, or their designees, for joint resolution after the Parties have separately documented in writing clear reasons for the dispute. As applicable, disputes will be resolved pursuant to The Department of the Treasury's Intragovernmental Transaction Guide (Treasury Financial Manual, Vol. 1, Chapter 2, Part 4700, Appendix 10 (hereinafter, the "Intragovernmental Transaction Guide")).

ARTICLE 16. MODIFICATIONS

Any modification to this IAA shall be executed, in writing, and signed by an authorized representative of NASA and the Coast Guard.

ARTICLE 17. APPLICABLE LAW

U.S. Federal law governs this IAA for all purposes, including, but not limited to, determining the validity of the IAA, the meaning of its provisions, and the rights, obligations and remedies of the Parties.

ARTICLE 18. LOAN OF GOVERNMENT PROPERTY

The parties shall enter into a NASA Form 893, Loan of NASA Equipment, for NASA equipment loaned to Partner.

ARTICLE 19. SIGNATORY AUTHORITY

Approved and authorized on behalf of each Party by:

NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION
LYNDON B. JOHNSON SPACE
CENTER

UNITED STATES COAST GUARD,
MARITIME SAFETY AND
SECURITY TEAM (MSST) 91104
MARITIME SAFETY AND
SECURITY TEAM (MSST)

BY: _____
Joel B. Walker
Director, Center Operations

BY: _____
Osvaldo E. Vera, LCDR
Commanding Officer

DATE: _____

DATE: _____

APPROVED
By Osvaldo Vera at 11:30 am, Jul 16, 2020