

**Modified: Interagency/Intra-agency Agreement**

**Parties to the Agreement**

REQUESTING AGENCY/BUYER		SERVICING AGENCY/SELLER	
U.S. Consumer Product Safety Commission		Department of Transportation	
1A. Department		1B. Department	Department of Transportation
2A. Agency		2B. Agency	Federal Aviation Administration
3A. Office		3B. Office	Enterprise Services Center
4A. OBLIGATION NUMBER		4B. AGREEMENT NUMBER	FF-FM-ESCK-OCPS-16
5A. Agency Location Code (ALC)	61-00-0001	5B. Agency Location Code (ALC)	69001104
6A. Data Universal Numbering Sys. # (DUNS)	069287522	6B. Data Universal Numbering Sys. # (DUNS)	809772007
7A. Tax Identification # (TIN)	520978750	7B. Tax Identification # (TIN)	730588975
8A. Treasury Symbol	61-15-0100	8B. Treasury Symbol	69X4562
9A. AID&Main Acct Code	061-0100	9B. AID&Main Acct Code	069-4562
10A. Accounting Classification Code		10B. Accounting Classification Code	

REQUESTING AGENCY/BUYER		SERVICING AGENCY/SELLER	
11A. Finance Point of Contact		11B. Finance Point of Contact	
Name	Priscila Susi	Name	Thu T. Nguyen
Address	4330 East-West Highway Bethesda, MD 20814	Address	PO Box 25082, AMK-13 Oklahoma City, OK 73125
Phone	301-504-7566	Phone	405-954-5594
E-mail	PSusi@cpsc.gov	E-mail	thu.t.nguyen@faa.gov

REQUESTING AGENCY/BUYER		SERVICING AGENCY/SELLER	
12A. Program Point of Contact		12B. Program Point of Contact	
Name	Priscila Susi	Name	Mike Upton
Address	4330 East-West Highway Bethesda, MD 20814	Address	PO Box 25082, AMK-1 Oklahoma City, OK 73125
Phone	301-504-7566	Phone	405-954-8980
E-mail	PSusi@cpsc.gov	E-mail	Mike.Upton@faa.gov

13. Period of Performance	14. Legal Authority
From (mm/dd/yy) <b>10/1/2015</b>	Public Law 104-205 (110 Stat. 2957)
To (mm/dd/yy) <b>9/30/2016</b>	AMC-1 Franchise Fund Policy Statement, FY 2010-01 4/9/2010

15. Total Agreement Amount (estimate) \$ <b>1,071,390.00</b>	16. Payment Terms and Schedule Advance Payment Required
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17. Brief Description of the Supplies, Services and Deliverables Required and Option Years, If Any:

MODIFIED FY16 Financial Management Services: the modification was made on Franchise Agreement Section IV. Amendment, Changes, Modification; Paragraph C (to include): "Further, amounts accumulated by ESC for Capital Reserve and/or Operating Reserve remain in the fund."

Delphi Services	290,749.00
Accounting Services	726,419.00
R12	31,506.00
Accumulation	22,716.00
<b>Total</b>	<b>\$ 1,071,390.00</b>

Subject to Availability of Funding. Advances will be taken in accordance with continuing resolution guidelines. Upon approval of the DOT Appropriation, advances will be taken quarterly.

**For Internal Use ONLY**

**Franchise Agreement Financial History (addendum)**

**Authorized Approvals**

REQUESTING AGENCY/BUYER		SERVICING AGENCY/SELLER	
18. Name and Title of Authorized Official <b>Eddie Ahmad, CPSC Contracting Officer</b>	20. Name and Title of Authorized Official <b>Mike Upton, Deputy Director, Enterprise Services Center, AMK-2</b>	Digitally signed by MICHAEL JAMES UPTON DN: c=US, o=U.S. Government, ou=AMC, ou=AMC, cn=MICHAEL JAMES UPTON Date: 2015.09.31.12:31:28 -0500	
Signature 	Date <b>9/19/15</b>	Signature <b>MICHAEL JAMES UPTON</b>	Date
19. Name and Title of Fund Certification Officer	21. Name and Title of Authorized Official	Signature	Date
Signature	Date	Signature	Date

**Enterprise Services Center (ESC)  
Financial Management Program  
Modified Franchise Agreement**

**PROVIDER:** U.S. Department of Transportation  
Federal Aviation Administration  
Enterprise Service Center  
Mike Monroney Aeronautical Center  
P.O. Box 25082, Oklahoma City, OK 73125

**CUSTOMER:** U.S. Consumer Product Safety Commission  
4330 East-West Highway  
Bethesda, MD 20814

**I. PURPOSE**

- A. The Enterprise Services Center (ESC) will maintain for the U.S. Consumer Product Safety Commission (CPSC) a separate, complete and identifiably distinct set of books on the ESC's Oracle Federal Financial System. ESC will also provide accounting services as further described in the attached Service Level Agreement (SLA).
- B. CPSC identified above has requested that ESC provide the goods and services identified in 1A above.

**II. SCOPE AND DELIVERY**

- A. ESC will provide information services and accounting services, as described in the SLA.
- B. This agreement and/or the attached SLA incorporated herein and the orders placed against this agreement provide the basis for funding, invoicing, and payment for transactions identified by this agreement and orders placed against this agreement. Additional funding commitments may be added to the agreement by modification, as a result of changes in the agreement and/or the SLA and the dollar amounts identified. Any such commitments shall be documented by a written modification to this agreement (See Article IV) and incorporated herein.

**III. RESOURCE COMMITMENT**

- A. ESC agrees that:
  - 1. Sufficient resources are available to provide the goods or services identified in I.A. above.
  - 2. FAA, MMAC, ESC will provide quarterly invoicing to CPSC reflecting dollars collected against funds allocated and identified on the attached DOT Form 2300.1A.

3. Status reports will be provided to CPSC as reasonably requested.

B. CPSC agrees that:

1. Funds equal to the amount listed on the attached DOT Form 2300.1A are available to ESC to carry out its obligations identified in this agreement.
2. A contact point and/or representative(s) will be designated, in writing at the time of the signing of this agreement, to coordinate activities including schedules, resource requirements, equipment needs, property requirements, etc., with ESC. The contact point/representative shall be authorized to, among other things, resolve issues relating to billings, transfers of funds, invoices, and any other dispute that may arise as a result of the performance of this agreement.
3. It will pay or cause to be paid to ESC, within 30 days of the invoice date, any and all amounts invoiced on behalf of ESC in accordance with this agreement and any modifications hereto. CPSC shall identify to ESC, within 60 days of its receipt of the invoice, any disputes regarding invoicing procedures and/or amounts. Any dispute(s) regarding invoicing shall be resolved in accordance with Article X of this agreement.
4. It will provide ESC with as much lead-time as reasonably practical regarding any additional anticipated resource requirements.
5. It will provide ESC with as much lead-time as reasonably practical regarding any anticipated reduction in requirements; provided further that, CPSC costs will be reduced at the point in time ESC is able to sever costs for CPSC requested reduced requirements.
6. It will provide reports and briefings, as reasonably requested, by ESC.
7. It will document, in writing, all requirements relative to this agreement, any order(s) placed in accordance with this agreement, and any modification(s) to this agreement.
8. It has the necessary and appropriate legal authority to enter into this agreement with ESC.
9. CPSC has made the determination that it is in the Government's best interest to fulfill or satisfy these requirements through the ESC IAW FAR 17.5.

#### **IV. AMENDMENTS, CHANGES, MODIFICATIONS**

- A. Any and all changes and/or modifications to this agreement shall be in writing and shall be signed by an appropriately designated and authorized representative of each respective party acting within the scope of his/her authority. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this agreement. Any and all requests for interpretation and/or modification shall be made in writing. Modifications shall be sequentially numbered.
- B. The approval authorities for ESC and CPSC relating to any such changes, modifications are the following:

Federal Aviation Administration,  
Enterprise Services Center  
Michael J. Upton, Deputy Director  
PO Box 25082  
Oklahoma City, OK 73125

U.S. Consumer Product Safety Commission  
4330 East-West Highway  
Bethesda, MD 20814

- C. It is mutually understood and agreed by the parties that the dollar amount to be obligated by CPSC under this agreement is identified in the DOT Form 2300.1A attached. Any funds due and owed either party as a result of a modification shall be identified on the revised DOT Form 2300.1A and paid in a reasonable period of time. Further, amounts accumulated by ESC for Capital Reserve and/or Operating Reserve remain in the fund.

**V. EFFECTIVE DATE AND PERIOD OF AGREEMENT**

- A. The effective date of this Agreement will be the date of the last signature to this Agreement, or October 1, 2015, whichever is later. The base period of performance will end September 30, 2016.
- B. This agreement will result in a one (1) year base period of performance. This agreement includes four (4) option periods. The bilateral, written option exercise may extend the effective period of this agreement for a period of one (1) calendar year from the date of the exercise. In any event, this agreement shall have a maximum effective period of five (5) calendar years from the date the agreement is exercised. The parties agree to review the terms and conditions of the this agreement at least annually to determine whether the agreement should be amended, modified or terminated.
- C. The parties acknowledge that fund obligations accruing to the parties and both of them out of this Agreement shall be accomplished in accordance with attachment 1, DOT F2300.1a, (Interagency/Intra-agency Agreement), and executed as between the parties. The parties acknowledge and mutually agree that that document as well as funding documents initiated by the customer in no way alters, amends, or modifies the obligations of the parties with respect to this Agreement. The parties further acknowledge and mutually agree that in the event of any conflict(s) between the document identified as an Interagency Agreement and this Franchise Agreement or other documents initiated by the customer, the terms and provisions of this Franchise Agreement shall be controlling and shall carry out the purpose(s) for which this Franchise Agreement is executed.
- D. In addition to the forgoing and subject to funding availability, the effective period of this agreement may be extended for a period of up to ninety (90) calendar days to bridge performance hereunder until the appropriate agreement documentation can be entered into by the parties.

**VI. PROPERTY ACQUISITIONS**

Unless otherwise specified by modifications, any property acquired by ESC to perform work under this agreement shall become the property of ESC.

**VII. REASONABLE CARE AND PROTECTION**

ESC and CPSC mutually agree to exercise reasonable and appropriate care to protect from unauthorized disclosure to any third parties all intellectual property, proprietary and/or sensitive information and data that become available while fulfilling duties and obligations under this agreement. No information, oral or written, concerning pricing and terms of this agreement shall be published or released to any non-party without prior written approval of ESC and CPSC, except as provided by law.

**VIII. AUTHORITY**

The FAA authorities by which ESC enters into this agreement are:

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- Public Law 104-205 (110 Stat.2957)
- AMC-1 Franchise Fund Policy Statement, FY 2010-01 (April 09, 2010)

The authorities by which CPSC enters into this agreement are:

- The Economy Act (31 U.S.C. 1535)

**IX. TERMINATION / REVOCATION**

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date by giving the other party at least 18 months prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the CPSC for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations, which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

**X. DISPUTE RESOLUTION**

Where possible, disputes will be resolved by informal discussion between the parties. If the parties are unable to resolve any disagreement through good faith negotiations, the dispute will be resolved pursuant to the procedures and standards of the Business Rules for Intragovernmental Transactions delineated in the Treasury Financial Manual, Volume 1, Part 2, Chapter 4700 Appendix 10.

**XI. FUNDING AND PAYMENT**

- A. The Service Level Agreements (SLA) clarifies the working relationship between the ESC and CPSC. The SLA clearly defines roles and responsibilities and the services covered under this Agreement.
- B. CPSC agrees to reimburse ESC for all reasonable costs incurred as a result of ESC performance and work required to service CPSC under the terms of this agreement. The estimated costs are identified on the attached DOT Form 2300.1A.
- C. If an issue arises that might affect accomplishing the service for the overall cost, the organization responsible for providing the service will notify and consult with CPSC in sufficient time for an efficient and effective decision to be made.
- D. All OAs will be notified in advance of planned upgrades, enhancements or changes to Delphi operations. The Delphi team will coordinate all changes to ensure that there will be minimal disruption to services.
- E. The Delphi team will also provide advance-testing time and take necessary steps to ensure that interfaces to feeder systems will not be adversely affected. All proposed enhancements or additional functionality added to Delphi or any shared financial system or service shall be reviewed and approved by OFM prior to implementation. Development and/or implementation

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costs for any enhancement or added functionality benefiting CPSC will be funded by CPSC through an Amendment to this Agreement. Enhancements benefiting all OAs will be funded by all OAs.

F. The DOT DCFO authorizes ESC to bill all OAs directly to recover total Program costs. In accordance with *Public Law 104-205*, ESC will process advances and render monthly bills and supporting documentation for annual Program obligations and expenditures. Advances will be taken in accordance with Continuing Resolution guidelines. Upon approval of the applicable appropriation, advances will be taken in accordance with this Agreement.

G. Payment will be handled by an IPAC transaction. The billing contact for ESC is :

Mike Monroney Aeronautical Center  
Office of Financial Services  
General Accounting, AMK-320  
P.O. Box 25760  
Oklahoma City, Oklahoma 73125-4915A  
405-954-4333 (fax 405-954-5322)

H. The monthly bills will include 1/12 of the full annual expense for Delphi and Accounting operations for FY16 and all recurring expenses for additional shared financial systems and for any specific services that ESC or OFM performs for CPSC. Non-recurring expenses, such as license costs, will be earned in full when the expenses occur. Supporting documentation will identify costs incurred for each Program activity.

**XII. APPROVALS**

U.S. Consumer Product Safety Commission

 9/14/15  
Signature Date

Mike Upton, Deputy Director, Enterprise Services Center

rodney.sloan@faa.gov Digitally signed by rodney.sloan@faa.gov  
DN: cn=rodney.sloan@faa.gov  
Date: 2015.08.31 16:16:47 -05'00'  
Signature Date