

Modification One to SAA2-402492

**MODIFICATION OF THE  
REIMBURSABLE INTERAGENCY AGREEMENT  
BETWEEN  
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
NASA AMES RESEARCH CENTER  
AND  
THE DOMESTIC NUCLEAR DETECTION OFFICE,  
A UNIT OF THE DEPARTMENT OF HOMELAND SECURITY**

The DOMESTIC NUCLEAR DETECTION OFFICE, a unit of the DEPARTMENT OF HOMELAND SECURITY (hereinafter "DNDO"), and the National Aeronautics and Space Administration (hereinafter "NASA") executed a Reimbursable Interagency Agreement on May 12, 2010 (the "Original Agreement") for the purpose of storing the Eagle Portal system in its existing, secure location pending deployment of the system by DNDO. Each capitalized term used in this Modification, but not defined herein, shall have the meaning ascribed to it in the Original Agreement.

DNDO now desires to install and test its Photofission Based Alarm Resolution (PBAR) system to develop advanced cargo screening devices to enhance homeland security. This project is related to the national security goals of preventing contraband, in particular, weapons of mass destruction, from being smuggled into the United States of America. This system is the "next-generation" of the Eagle Portal system. In addition, DNDO desires to resume testing of the Eagle Portal system as required to apply recent upgrades.

The Parties desire to modify the Original Agreement to provide for the installation and testing of the PBAR system, the resumption of testing of the Eagle Portal system, and to extend the term of the Original Agreement. Effective upon the date of the last signature below, NASA and Partner hereby agree as follows:

1. Purpose: The last paragraph of section 1 of the Original Agreement is hereby deleted and restated in its entirety as follows:

"DNDO submitted to NASA an Airfield Use Request, dated as of January 8, 2010, requesting that NASA allow DNDO to store the Eagle Portal system in its existing, secure location pending deployment of the system by DNDO. DNDO subsequently submitted to NASA an Airfield Use Request, dated as of June 3, 2010, requesting that NASA allow DNDO to install and test its Photofission Based Alarm Resolution (PBAR) system. DNDO also desires to resume testing of the Eagle Portal system. The specific facilities to be made available for DNDO's use pursuant to this Agreement (the 'Facilities') [REDACTED]

B-7(e)(CF)



B-7(e)(CF)

2. Responsibilities and Schedule. Section 2 of the Original Agreement is amended by replacing the word "Rapiscan's" with the words "its contractors". In addition, DNDO's responsibilities set forth in section 2 of the Original Agreement are hereby amended by adding the following at the end thereof:

"(7) No alterations, additions or improvements shall be made on or about the Facilities, and no fixtures or equipment shall be installed on the Facilities, unless DNDO, at its sole cost, has complied with Ames Policy Directive 8829.1, and all applicable permits and approvals have been issued. DNDO shall pay all costs of any such alterations, additions or improvements.

"(8) On or before the expiration of the term of this Agreement, DNDO, at its sole cost, shall: (a) remove all alterations, additions and improvements to the Facilities, together with all fixtures and equipment; and (b) return the Facilities to their original condition as of the effective date of this Agreement, ordinary wear and tear excluded. Termination or expiration of this Agreement shall not affect DNDO's obligations pursuant to this subsection (8) to be performed after such termination or expiration.

"(9) Neither the Eagle Portal nor PBAR system shall be used, tested or operated unless and until DNDO obtains all necessary written approvals from applicable NASA organizations including, but not limited to, permit review board, Chief Building Official, Aviation Management Office, safety, radiation safety and radio frequency organizations."

3. Term. Section 13 of the Original Agreement is hereby deleted and restated in its entirety as follows:

"This Agreement becomes effective upon the date of the last signature below (the 'Effective Date') and shall remain in effect until the completion of all obligations of both Parties hereto, or July 21, 2013, whichever comes first."

4. Exhibit A. The plan of the Facilities attached to the Original Agreement as Exhibit A is hereby deleted and replaced in its entirety with the revised plan of the Facilities attached hereto as Exhibit A.

[Remainder of page intentionally blank]

Except as set forth in this Modification, the provisions of the Original Agreement remain in full force. If the provisions of this Modification conflict with the provisions of the Original Agreement, then the provisions of this Modification shall prevail.

NASA:


NATIONAL AERONAUTICS AND SPACE  
ADMINISTRATION, Ames Research Center

By   
Deborah L. Feng  
Director, Center Operations

Dated: 7-29, 2011

DNDO:

U.S. DEPARTMENT OF HOMELAND  
SECURITY, Domestic Nuclear Detection  
Office

By   
Michele Mutschler  
Contracting Officer for OPO/DNDO

Dated: 8-5, 2011

SAA2 - 402492-1

EXHIBIT A

Withheld in full under exemption B-7(e)(f).

Modification Two to SAA2-402492

**MODIFICATION OF THE  
REIMBURSABLE INTERAGENCY AGREEMENT  
BETWEEN  
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION,  
AMES RESEARCH CENTER  
AND  
THE DOMESTIC NUCLEAR DETECTION OFFICE,  
A UNIT OF THE DEPARTMENT OF HOMELAND SECURITY**

The DOMESTIC NUCLEAR DETECTION OFFICE, a unit of the DEPARTMENT OF HOMELAND SECURITY (hereinafter "DNDO") and the National Aeronautics and Space Administration (hereinafter "NASA" and collectively referred to as the "Parties") executed a Reimbursable Interagency Agreement on May 12, 2010, as amended by Modification One, effective August 5, 2011 (collectively the "Original Agreement") for the purpose of storing the Eagle Portal system in its existing, secure location pending deployment of the system by DNDO. Each capitalized term used in this Modification, but not defined herein, shall have the meaning ascribed to it in the Original Agreement.

Effective as of the last signature below, the Parties hereby agree to extend the duration of the Original Agreement, which expires on July 21, 2013, for an additional one (1) year and approximately two (2) months. Therefore, the expiration date of the Original Agreement is hereby changed to September 30, 2014.

The purpose of the extension is to continue activities begun under the Original Agreement, and to modify the following section.

1. **PURPOSE.** The last paragraph of section 1 of the Original Agreement is to include the following:



B-7(e)(f)

**EXHIBIT B**

Withheld in full under Exemption B-7(e)(f).

1. add \$60,000.00 in funding to CLIN 1002;
2. increase CLIN 1002 ceiling from \$77,930.84 to \$137,930.84;
3. increase IAA HSHQDC-10-X-00313 ceiling from \$215,817.48 to \$242,175.22;
4. increase IAA HSHQDC-10-X-00313 obligated funding from 182,175.22 to \$242,175.22;
5. extend the period of performance expiration date from 7/21/2013 to 9/30/2014 for CLIN 1002 and IAA HSHQDC-10-X-00313;
6. Incorporate Modification Two to SAA2-402492; and,
7. incorporate Exhibit B.

Funding History:

Pase: \$17,969.58 (fund CLIN0001)  
 P00001: \$17,969.58 (fund CLIN0001)  
 P00002: \$68,305.22 (fund CLIN1001)  
 P00003: \$27,930.84 (fund CLIN1002)  
 P00004: \$50,000.00 (fund CLIN1002)  
 P00005: \$60,000.00 (fund CLIN1002)

Total IAA Ceiling and Obligated Funds:  
 \$242,175.22

All other terms and conditions remain unchanged and in full force and effect.

AAP Number: n/a DC/DPAS Rating: NONE

Change Item 1002 to read as follows:(amount shown is the total amount):

1002

Option 2-Space to support on-going maintenance activities for the Eagle Portal and PBAR.

137,930.84

Funding is increased

From: \$27,930.84

By: \$50,000.00

To: \$77,930.84

Contracting Fee: 0

Amount: \$27,930.84

Accounting Info:

7-RD024A000D-2012-RT086C-303204-ADTE-TR30-30500C-3

050000000000000-2531

Funded: \$0.00

Continued ...