

INTERAGENCY AGREEMENT
BETWEEN

GRADUATE SCHOOL, USDA
AND
U.S. NUCLEAR REGULATORY COMMISSION

Pursuant to the Economy Act of 1932, the Nuclear Regulatory Commission (NRC) and the Graduate School, USDA (Graduate School), desire to enter into an Interagency Agreement whereby the Graduate School will provide the necessary services for Holding Public Meetings Amid Conflict.

Article I - Statement of Work

A. Background

In response to the need to improve the quality of public meetings, FEMA has asked to participate in NRC-sponsored training that offers immediate assistance to NRC Team Leaders in the Emergency Planning Branch and initially to FEMA Regional Action Committee Chairpersons who hold public meetings. Public meetings held by these government personnel are increasing to involve and inform the public regarding decisions on health and safety as directed by the President.

This Statement of Work describes the assistance required by the contractor to build and conduct a course on planning and conducting meetings where conflict is anticipated in public comment. Many of these meetings are attended by persons whose strong views can lead to attempts to dominate and disrupt the proceedings. The NRC and FEMA personnel occasionally face no-win conflict situations in these public meetings.

The training will be initially aimed at approximately 10 FEMA Regional Action Committee Chairpersons and approximately 20 NRC Team Leaders and other NRC Emergency Preparedness Personnel, totaling 30 participants. The participants will all have previously conducted or participated in public meetings. Some of the participants will have experienced extreme abuse from citizens in various meeting formats. Neither the NRC nor FEMA personnel have received training on conducting public meetings.

B. Scope of Work

1. Phase I.A - Development of Course Material

The Contractor shall be required to develop a course on planning and conducting meetings where conflict is anticipated in public comment.

Specifically, the Contractor shall perform the following:

- a. Interview NRC personnel regarding the needs of NRC/FEMA personnel regarding problems encountered at public meetings and review one transcript of a NRC public meeting.
- b. Design and conduct a one-day course for 30 participants on how to hold public meetings where conflict can be expected to disrupt the proceedings and objectives of these meetings.

2. Phase I.B - Training Course Session

Conduct the training - Provide one (1) one-day session for approximately thirty (30) participants. The training session shall run from 8:30 a.m. to 4:30 p.m. The evaluation tool shall be implemented to determine that the participants can be expected to carry out the objectives of the course. (Schedule for the session will be mutually agreed upon between the contractor and the NRC and FEMA.)

The parameters are that the training be a concise one-day session in which participants will receive sound guidelines and reference material that may also be used on the job. They will, through the appropriate use of case studies, group discussion, round-table exercise(s), receive practice and reinforcement on the primary objectives.

Content for the training should include:

- . How to professionally structure and control NRC/FEMA public meetings to achieve one's objectives.
- . How to behave in a conflict situation typical of those encountered at NRC public meetings.

Article II - Period of Performance

The period of performance of work set forth herein shall be ninety (90) days after date of award.

Article III - Deliverable Items/Delivery Schedule

<u>Phases</u>	<u>Description</u>	<u>Quantity</u>	<u>Schedule</u>
I.A	Development of Course Materials	Eight (8) Copies	Within 60 days after award date

<u>Phases</u>	<u>Description</u>	<u>Quantity</u>	<u>Schedule</u>
I.B	Training Course Session	One (1)	Same as for Phase I above
II	Option I Item: Executive Briefing (2-3 hours)	One (1)	To be mutually agreed to by the parties upon exercising of the option by the Contracting Officer
III	Option II Item: Conduct Training Sessions	Maximum of Four (4)	Same as for Phase II above

Course materials shall be delivered, all transportation charges paid to the NRC, Attention: Ms. Carolyn Bassin.

Article IV - Contractor Experience and Qualifications

The contractor shall be experienced and qualified in the subject matter of this training and be able to provide the primary content of the course. The contractor shall also have designed, developed and conducted training on public meetings and conflict management. NRC will approve personnel selected by the contractor prior to award of an agreement.

Article V - Conflict Responsibility

The NRC will assume the responsibility for resolving any conflict regarding this statement of work that may arise between FEMA and the NRC and thereby detract from the contractor's performance.

Article VI - Phase II - Option

Phase II Option is to provide an executive briefing (2-3 hours) and extend the period of performance through July 1, 1981. (Est. \$1,000.00)

The NRC may, at any time within ninety (90) days after execution of this agreement, require the contractor to conduct an executive briefing, as set forth under Article II. This option shall be exercised, if at all, by written notice signed by the Contracting Officer and sent within the option period specified above.

Article VII - Phase III - Option

Phase III - Option is to provide up to four (4) additional one (1) day sessions and extend the period of performance through July 1, 1981. (Est. \$5,000.00)

The NRC may, at any time within ninety (90) days after execution of this agreement, require the contractor to conduct up to four (4) additional courses, as set forth under Article I. This option shall be exercised, if at all, by written notice signed by the Contracting Officer and sent within the option specified above.

Article VIII - Government Furnished Property

The NRC will provide all classroom training space to conduct the course. All other materials to be furnished by the USDA, Graduate School.

Article IX - Project Officer

Carolyn Bassin is hereby designed as the Contracting Officer's authorized representative (hereinafter called the Project Officer (PO)) for technical aspects of this contract. The PO is not authorized to approve or request any action which results in or could result in an increase in contract cost; or terminate, settle any claim or dispute arising under the contract; or issue any unilateral directive whatever.

The Project Officer is responsible for: (1) monitoring the Contractor's technical progress, including surveillance and assessment of performance, and recommending to the Contracting Officer changes in requirements; (2) interpreting the scope of work; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting the Contractor in the resolution of technical problems encountered during performance. Within the purview of this authority, the Project Officer is authorized to review all costs requested for reimbursement by contractors and submit recommendations for approval, disapproval, or suspension for supplies, services required under the contract. The Contracting Officer is responsible for directing or negotiating any changes in terms, conditions, or amounts cited in the contract.

For guidance from the Project Officer to the Contractor to be valid, it must: (1) be consistent with the description of work set forth in the contract; (2) not constitute new assignments of work or change to the expressed terms, conditions or specifications incorporated into this contract; (3) not constitute a basis for an extension to the period of performance or contract delivery schedule; and as stated above, (4) not constitute a basis for any increase in the contract cost.

Article X - Contract Administration Data

1. Estimated Cost and Obligation of Funds

The estimated costs of Phases I, II and III are \$4,000.00, \$1,000.00 and \$5,000.00, respectively. The amount presently obligated by the Commission is \$4,000.00 chargeable to B&R No. 41-22-27-202 and Appropriation Symbol 31X0200.401.

2. Indirect Cost Rates

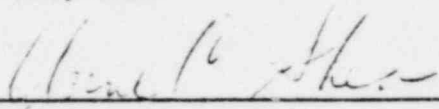
Indirect cost rates will be determined by the current negotiation agreement between the Department of Labor (DOL) and Graduate School, USDA.

3. Billing Instructions

The Graduate School shall submit to the NRC itemized monthly vouchers indicating funds expended both on a monthly and a cumulative basis, in accordance with the Attachment I, Billing Instructions.

ACCEPTED:

GRADUATE SCHOOL, USDA

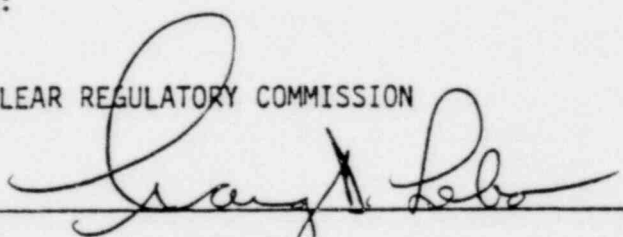
BY: 

TITLE: Associate Head

DATE: December 18, 1980

ACCEPTED:

U.S. NUCLEAR REGULATORY COMMISSION

BY: 

TITLE: Contracting Officer

DATE: December 17, 1980