

**Memorandum of Agreement for Detail between
The Office of Personnel Management and the Federal Communications Commission**

Reimbursable Detail

1. The Department of Government Efficiency (DOGE) within the Executive Office of the President hereby enters into an agreement for the temporary detail of Jordan Wick (Detailee) from DOGE to Federal Communications Commission (FCC). Consistent with government-wide and presidential transition-related policy direction, FCC has immediate and critical need for rapid and thorough research and analysis available from DOGE of the sort that the agency is not equipped to handle on its own.

This detail shall be made on a reimbursable basis in accordance with the provisions set forth herein.

2. AUTHORITIES

The Economy Act, 31 U.S.C. § 1535, provides that an agency may place an order with a major organizational unit within the same agency or another agency for goods or services if: (A) amounts are available; (B) the ordering agency decides the order is in the best interest of the United States Government; (C) the agency to fill the order is able to provide or get by contract the ordered goods or services; and (D) the agency decides ordered goods or services cannot be provided by contract as conveniently or cheaply by a commercial enterprise (payments must be made on the basis of the actual cost of goods or services provided). It is the judgment of the parties that these four criteria are met, here.

3. PERIOD OF AGREEMENT

- A. When signed by both parties, this agreement is effective beginning the first day on which the Detailee performed work for FCC and shall remain in effect for a period not to exceed 120 days and may be extended for up to 120 additional days, subject to the availability of appropriations.
- B. The agreement may be terminated unilaterally by either party through written notice provided at least 14 calendar days prior.
- C. The agreement may be otherwise modified or extended at any time by mutual consent of the parties.

4. TERMS AND CONDITIONS

- A. **DUTIES:** During the period of the detail Jordan Wick will be detailed from his present position as a Software Engineer with the DOGE to a set of duties with FCC. The Detailee's duties and responsibilities will include but not limited to:
 - Providing support, expertise, and guidance in facilitating FCC operations.

- Improving information technology (IT) and other systems and improving FCC and governmental efficiency, transparency, and responsibility.
- B. Goals of the Detail Assignment: The purpose of this role is to provide FCC with experienced assistance by contributing specialized skills across various agency projects. The Detailee, in coordination with the FCC team, will contribute to FCC tasks as assigned.
- C. Controls over Work: The Detailee will report to FCC for the duration of this assignment. When performing work under this agreement at FCC facilities and/or on US equipment, the Supervisor of the Detailee will be the Office of the Chairman.
- D. OPM will achieve full cost recovery for goods and services it is providing under this agreement.
- E. Time and Attendance. Detailee's time and attendance will be maintained by FCC and DOGE. FCC timekeeper will report Detailee's time and attendance to _____ on a biweekly basis and will advise DOGE of the type and amount of any leave used during that period.
- F. Employee Evaluations. Upon request by DOGE, FCC will provide in writing a descriptive evaluation of Detailee's performance.
- G. FCC agrees to perform the following additional responsibilities: provide technical and operational support to Detailee for all FCC activities; and provide office space, IT, and administrative support for the duration of the detail.

5. ACCOUNTING DATA:

- A. DOGE shall present to FCC a periodic billing statement for the time expended by the Detailee.
- B. This Agreement will be reviewed and funded utilizing the General Terms and Conditions (GT&C) (FS Form 7600A) and the Order (FS Form 7600B) and appropriate obligating documents to ensure all terms, conditions, pricing, point of contact information, etc., are still applicable.
- C. In determining the reimbursement rate for the Detailee's services, the parties agree to use the Detailee's salary applicable at the time the Detailee performs the work, to include locality pay and benefits, divided by the time actually expended by the Detailee related to the services rendered.
- D. The statement shall also include a recitation of the total dollar amount to be reimbursed to DOGE by FCC.
- E. Upon presentation of the billing statement (time) and/or itemized billing statement (costs), FCC shall make payment to DOGE via the U.S. Treasury's intra-governmental payment and collection system (IPAC).

6. RULES, REGULATIONS, AND POLICIES:

- A. The Detailee is subject to the Federal statutory and regulatory provisions that govern ethical and other standards of conduct governing both OPM and FCC, conflicts of interest, and limitations on political activity (18 U.S.C. §§ 203, 205, 207, and 208, 5 C.F.R. Parts 2635 and 4501, Ethics and Standards of Conduct, and 5 U.S.C. §§ 7321 – 7326, 5 C.F.R. Part 733, and 5 C.F.R. Part 734).
- B. Consistent with the implementing regulations of 5 C.F.R. part 2634, the Detailee should continue to file his/her required financial disclosure reports with OPM while on detail.
- C. OPM is responsible for ensuring that the Detailee receives required ethics training.
- D. The Detailee will comply with governing statutes, regulations, or directives, including but not limited to FISMA, FITARA, the Privacy Act, the Federal Acquisition Regulation, and the Trade Secrets Act.
- E. The Detailee will not take any measures that create cybersecurity risks to systems.
- F. The Detailee will comply with all relevant federal, security, ethics, and confidentiality laws, regulations, and policies, including records management and information security requirements, when accessing systems.
- G. The Detailee will access data, information, and systems for only legitimate purposes, including but not limited to IT modernization, the facilitation of operations, and the improvement of Government efficiency.
- H. The Detailee will not access, or attempt to access, classified information without proper security clearance and the need to know.
- I. The Detailee will comply with the requirements of the Privacy Act for systems that collect information on individuals, including, if necessary, publishing or amending Systems of Records Notices to adequately account for the information it collects.
- J. Upon completion of the Detailee's work at FCC, the Detailee will handle data or information according to records retention law, litigation holds, and any other applicable requirements.
- K. The Detailee will, to the greatest extent possible, use the program agency system documentation to understand how to use the data and information which is being accessed.
- L. The Detailee will have access, to the extent consistent with law, to data systems to enable Detailee to perform the work described above. When performing work, Detailee will be treated as an employee of FCC for purposes of data access.

7. LOCATION OF WORK ASSIGNMENT:

The Detailee's work location shall be at the FCC per direction of FCC Supervisor.

8. SIGNATURES:

Date

Scott Delacourt
Chief of Staff
Federal Communications Commission

Date