

**Federal Partnership for Interoperable Communications
(FPIC)**

CHARTER
(REVISION 5)

Approved July 15, 2016

FPIC Charter Revision History

The FPIC Charter Revision History outlines the changes to the Charter as it evolves to reflect the mission of the FPIC. Because the Charter is a living document, it may be changed by the membership by majority vote. To date, there have been three major revisions including the initial adoption on February 20, 2004, culminating in twelve major changes.

Date	Sections	Description
February 20, 2004	All	Original FPIC Charter is adopted by the membership
December 17, 2004	All	<ul style="list-style-type: none"> • Removed SAFECOM logo from document
December 17, 2004	Background	<ul style="list-style-type: none"> • Reestablishment of the FPIC as a “standalone” entity
December 17, 2004	Organizational Procedures	<ul style="list-style-type: none"> • Removed reference to FPIC Chair’s quarterly report • Established the Chair as the FPIC’s primary representative to the SAFECOM Executive Committee, with alternates • The FPIC chairs shall forward minority reports to the organization accepting FPIC comments
December 17, 2004	All	Adopted at the general membership meeting on December 17, 2004
October 28, 2005	Objectives, Definition of Committees, Organizational Procedures	<ul style="list-style-type: none"> • Established the Interoperability Committee
March 30, 2007	Mission, Goals, Objectives, Membership, Definition of Committees, Organizational Procedures, Appendices	<p>Adopted at the general membership meeting on October 19, 2007</p> <ul style="list-style-type: none"> • Revised Mission, Goals, and Objectives to more effectively align with FPIC activities • Established procedures for contractors and advisory members to attend FPIC meetings • Added Standing Committee Mission and Scope Statements • Established the Inter-Agency Technical Operations and High Frequency Communications Working Groups • Updated Formal Voting procedures • Added Appendix A – Non-Disclosure Agreement and Appendix B – Contractor Authorization Form
July 2016	All	<ul style="list-style-type: none"> • Updated to add FPIC relationship to the ECPC, JWPMO and other Public Safety Groups • Expanded Objectives • Added “Appendix D” – Sub-Committee Descriptions • Updated the Decision Making Process to reflect dissenting opinions and reports • Removed Formal Voting Procedures • Update FPIC membership descriptions

FEDERAL PARTNERSHIP FOR INTEROPERABLE COMMUNICATIONS (FPIC)

Background

In 1994, the Department of the Treasury and the Department of Justice signed a Memorandum of Understanding (MOU) formalizing the Federal Law Enforcement Wireless Users Group (FLEWUG). The FLEWUG served as an information exchange mechanism for the federal law enforcement wireless communications user community.

Federal information technology executives issued a memorandum (April 1994) directing the FLEWUG to coordinate the development of a national solution to the interoperability challenge. In 1995, the FLEWUG formulated a plan to address the implementation and planning process for such a solution. To enact its plan, the FLEWUG issued a document called the Public Safety Wireless Network (PSWN) Program Management and Organization Document (PMOD), which led to the creation of the PSWN Program.

In 2002, as part of the President's Management Agenda, the White House established SAFECOM as the umbrella program within the Federal Government to oversee all communication interoperability initiatives and projects. The creation of SAFECOM was to address public safety communications issues in a more coordinated, comprehensive and, therefore, effective way.

As part of this initiative, the PSWN Program was folded into SAFECOM and ceased to operate as a separate program. Where appropriate, functions that were performed by the PSWN Program are now carried out through SAFECOM.

As a result of this organizational change, the FLEWUG was reestablished as the Federal Partnership for Interoperable Communications (FPIC) to serve as a technical and operational advisor within the federal wireless communications community. The FPIC's focus and reach expanded beyond issues exclusively affecting the federal law enforcement community, as representatives from the State, Tribal and local Public Safety Agencies expressed a desire to participate. The FPIC implemented priorities raised by the entire federal wireless communications community and took a more active role in federal interoperability efforts.

This charter establishes a standard set of rules and procedures for membership, meetings, leadership, and task execution. It is intended to be a frequently referenced document and designed to align future activities with the group's stated mission.

Name

The name of this group shall be the Federal Partnership for Interoperable Communications, commonly referred to as the FPIC.

Mission

FPIC aims to address interoperability among the public safety community at all levels of government, foster intergovernmental cooperation, and identify and leverage common synergies.

Purpose

The purpose of the FPIC is to:

1. Maintain a working relationship as a Technical Advisory Resource with the Emergency Communications Preparedness Center (ECPC) Steering Committee to assist in meeting ECPC goals;
2. Maintain a working partnership with the SAFECOM/National Council of Statewide Interoperability Coordinators (NCSWIC) Technology Policy Committee to assist in meeting SAFECOM/NCSWIC and FPIC goals;
3. Maintain a working relationship with the Department of Homeland Security's Joint Wireless Program Management Office (JWPMO) to collaborate on mutual JWPMO and FPIC goals;
4. Act as a communicating agent to users at all levels of government about mission critical wireless communications issues and coordinate a unified federal approach;
5. Coordinate with member departments and agencies to develop recommendations to appropriate advisory and regulatory bodies (e.g., National Public Safety Telecommunications Council (NPSTC), standards development organizations, and National Institute of Standards and Technology);
6. Coordinate efforts with ongoing/existing state and local interoperability programs, as well as NPSTC and other public safety forums (e.g. Regional Emergency Communications Coordination Working Group (RECCWG) and National Council of Statewide Interoperability Coordinators (NCSWIC)) to promote collaboration;
7. Identify and assist in problem resolution with operability and interoperability concerns with federal, state and local public safety communications users; and
8. Coordinate and collaborate with FCC and NTIA regarding spectrum concerns of mutual interest of the public safety community at all levels of government.

Objectives

The FPIC will pursue the following objectives:

1. Improve interoperability across all levels of the government through joint investment and resource sharing among federal, state, local, tribal, territorial, etc.;
2. Leverage collective resources to drive research and development (R&D) and standards for existing and emerging technologies;
3. Leverage the existing technical, operational, security, and resource sharing/coordination expertise of the FPIC to provide effective technical support of ECPC goals;
4. Foster partnerships among federal, state, local, tribal, and territorial entities to promote the exchange of knowledge and resource sharing among members of the wireless communications community;
5. Lead efforts in concert with appropriate agencies in the creation and maintenance of a federal roadmap to achieve wireless communications interoperability across federal departments, bureaus, and agencies;
6. Provide user input to organizations addressing state and local interoperability activities as appropriate, and receive and document state and local public safety input concerning federal communications initiatives;
7. Identify issues and articulate a unified FPIC position relative to the development of standards and specifications (e.g., Project 25 standards development);
8. Identify issues and develop a unified FPIC position relative to security, standards, and spectrum that impact interoperability and interaction with federal, state, local, tribal, and territorial agencies; and,
9. In coordination with the ECPC and other public safety forums, serve as the federal wireless communications community's liaison to industry, periodically obtaining technical updates and equipment reviews from vendors.
10. Provide input to communications plans with jurisdictions adjacent to federal facilities.

Membership

There are two types of membership in the FPIC: (1) members and (2) associates:

- (1) FPIC members shall be voting representatives of any government department, bureau, component or agency with a public safety type responsibility or wireless communications activity. Prospective members shall submit a complete and signed copy of the FPIC Membership Confirmation Form (Appendix A). Members must reaffirm their membership on a biennial basis by resubmitting the FPIC Membership Confirmation Form. Representatives should have a working knowledge of the technical and operational aspects of their specific entity, and have the authority to speak on behalf of their organization.

- (2) FPIC associates are non-voting participants representing federal, state, local, tribal, or territorial government; their designated contractors; or representatives from a non-governmental organization (NGO) with expertise relevant to FPIC's Mission and Objectives. Prospective associates must submit a complete and signed copy of the FPIC Membership Confirmation Form (Appendix A) and reaffirm their membership on a biennial basis. Government employees may designate a contractor to attend meetings on their behalf.

As a condition of membership, members and associates must abide by FPIC's policies concerning Pre-Decisional Materials and Information. In the event a member or associate entity is to be represented by a contractor, such entity must submit a FPIC Contractor Authorization Form (Appendix B), and the designated contractor must submit a FPIC Non-Disclosure Agreement (Appendix C), if necessary, before such contractor may participate in meetings.

Decision Making

Positions and Recommendations

The FPIC shall strive for consensus in all of its positions and recommendations, and shall ensure that each reflects the FPIC's Mission and Objectives. All positions and recommendations will be provided to FPIC membership for review and approval via e-mail. FPIC members will have the following four response options: concur, concur with comment, disagree with comment, or abstain from the voting process. If an FPIC member does not respond to a voting request by the deadline, the FPIC member's lack of response will be considered an abstention. All comments, including dissenting, will be addressed prior to a final position or recommendation. Following the voting deadline, all submitted comments will be provided to the FPIC membership including proposed resolutions for review and additional discussion, as necessary. The position or recommendation with a two-thirds majority of the votes submitted will be accepted by the FPIC as the final position or recommendation.

Any member that disagrees with a final position or recommendation may submit a Minority Report for inclusion in the record. When submitting a Minority Report, members must notify the FPIC chair(s)/convener(s), in writing, of their intent to submit within three working days after the final position or recommendation is recorded. The Minority Report must be submitted to the chair(s)/convener(s) within 10 working days after the receipt of the notice of intent is acknowledged. The Minority Report will accompany the FPIC's final position or recommendation when forwarded to the organization affected by the FPIC's position or recommendation.

Chairs and Liaisons

All elections will be conducted via a written nomination and voting process. FPIC members will have the following three response options: concur, disagree, or abstain from the voting process. If an FPIC member does not respond to a voting request by the deadline, the FPIC member's lack of response will be considered an abstention. Any nomination requires a two-thirds majority of the votes submitted in order to be elected. The vote will only be considered valid if more than half of the FPIC membership provides a vote.

Definition of Sub-Committees and Working Groups

The FPIC shall complete its work through standing sub-committees and working groups. Standing sub-committees shall coordinate ongoing FPIC activities in accordance with their mission and scope statements. Working groups may be established by the FPIC chairs/conveners or membership to consider, investigate, and/or act on a specific activity or subject area of interest to members. Working groups will be dissolved upon completion of their task. Upon recommendation of the members, the FPIC chair or vice-chair shall annually appoint a convener for each standing sub-committee and working group. Each standing sub-committee and working group convener shall report on activities and action items to the members during the regular FPIC meeting. Conveners must be representatives of member agencies.

Standing sub-committee and working group membership shall be open to representatives from any member or associate member agency, unless otherwise stated in the respective group's charter. Standing sub-committees and working groups shall conduct meetings separately from FPIC regular meetings and shall be scheduled at the discretion of the convener.

Appendix D provides a list and description of standing sub-committees.

Organizational Procedures

Chairs and Liaisons

The FPIC members shall, elect or reaffirm a chair and vice chair, every two years, who will be responsible for coordinating and facilitating FPIC meetings and agenda items. Nominations for the chair and vice chair must be accompanied by a letter of support from the nominated person's agency.

The FPIC members will identify a member to serve as the FPIC Liaison to the ECPC Steering Committee; this member will be the primary point of contact between the FPIC and ECPC.

The FPIC members will also identify a member to serve as the FPIC Liaison to the SAFECOM/NCSWIC Technology Policy Committee; this member will be the primary point of contact between the FPIC and SAFECOM/NCSWIC.

All chairs and liaisons must be FPIC members.

Pre-Decisional Materials and Information

Materials distributed in advance of FPIC meetings, including working papers, meeting agendas, meeting notes or proposed notes of prior meetings, typically reflect pre-decisional discussions. Information concerning such discussions generally is not releasable outside of the FPIC members and their respective agencies. Therefore, without the written consent of the FPIC chair and vice chair, pre-decisional FPIC materials and information, whether specifically identified as such or not, shall not be disclosed or released to the public in any form, including written or electronic means. In addition to any legal action that may be taken, anyone who violates this policy shall be removed from FPIC membership lists and prohibited from participating in future FPIC meetings.

Meetings

The FPIC will strive to conduct regular monthly meetings, unless otherwise decided by FPIC chairs and membership. The chairs may call special meetings, as long as advance notice is provided. Meetings shall generally be held within the National Capital Region; however, a regular meeting may be held elsewhere when requested and approved by FPIC membership.

Regular meeting agendas shall be composed of the action items identified in each standing sub-committee, as well as new business introduced by members. The chairs shall provide the membership with the meeting agenda and materials before each meeting. Meeting notes shall be taken during each meeting and made available to membership who attended the meeting for approval. Once approved, the meeting notes will be made available to the FPIC membership.

Members and associates are encouraged to invite additional individuals from their organizations to attend FPIC meetings, with the understanding that such attendees must abide by FPIC's Pre-Decisional Materials and Information policy, as set forth above.

Amending the FPIC Charter

These procedures may be amended at any regular meeting by a consensus of FPIC membership, as long as the amendment was submitted, in writing, to the members at the previous regular meeting.

Appendix A FPIC Membership Confirmation Form



Name: _____

Title: _____

Government/Department/Component: _____

Email: _____

Phone: _____

Mobile: _____

I am (*check the appropriate category*)

- a federal government employee,
- a state government employee,
- a local government employee,
- a tribal government employee, or
- a territorial government employee.

Will you be a voting representative for your organization (representatives should have a working knowledge of the technical and operational aspects of their specific entity, and have the authority to speak on behalf of their organization)?

- Yes
- No

Are you a new FPIC Member?

- Yes
- No

If No, how long have you been a member? _____

Comments: _____

Signature: _____ Date: _____

Appendix B
FPIC Contractor Authorization Form

I, _____, of _____,
(Authorizing Official) (Organization or Agency)

authorize _____ of _____,
(Contractor Name) (Contractor Company)

to represent the above organization at the Federal Partnership for Interoperable Communications (FPIC) meetings (e.g., FPIC meetings, working sessions, working group, and standing committee meetings). In order for the Federal Advisory Committee Act (FACA) to not be applicable, it is important for membership at the forums to remain limited to government employees or their authorized representatives. The purpose of this Form is to ensure the FPIC-sponsored meetings continue as government-only forums.

I certify that I am a government employee authorized to commit my organization/agency in this manner.

The representative has authority to **vote** on behalf of my organization/agency: Yes____ No____.

Does your organization/agency have a signed Non-Disclosure Agreement (NDA) on file for this contractor: Yes____ No____.

If your organization/agency does not have a NDA, the representative must sign the FPIC Contractor NDA, which is available upon request.

Printed Name: _____

Signature: _____

Title: _____

Address: _____

Telephone: _____

Date: _____

This authorization is valid for one year from the date of signature or unless rescinded by the issuing organization/agency.

Appendix C

FPIC Contractor Non-Disclosure Agreement

I, _____, an individual consultant, or subcontractor of or to _____ (the Authorized Entity), intending to be legally bound, hereby consent to the terms in this Agreement in consideration of my being granted conditional access to certain information, specified below, that is owned by, produced by, or in the possession of the United States Government.

Sensitive but Unclassified (SBU)

As used in this Agreement, sensitive but unclassified information is an over-arching term that covers any information which the loss of, misuse of, or unauthorized access to or modification of could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, as amended, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. This includes information categorized by DHS or other government agencies as: For Official Use Only (FOUO); Official Use Only (OUO); Sensitive Homeland Security Information (SHSI); Limited Official Use (LOU); Law Enforcement Sensitive (LES); Safeguarding Information (SGI); Unclassified Controlled Nuclear Information (UCNI); and any other identifier used by other government agencies to categorize information as sensitive but unclassified.

Pre-Decisional Materials and Information

As used in this Agreement, pre-decisional materials and information is defined as all information, documents, and presentations that contain information that is, by its very nature, categorized as “working documents.” This information has not been finalized within the FPIC and its subcommittees, and must be treated as safeguarded information, not to be disseminated outside of the normal FPIC distribution. Once this information has been approved by the membership, it may be distributed accordingly.

I understand and agree to the following terms and conditions of my access to the information indicated above:

1. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of information to which I have been provided conditional access, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
2. By being granted conditional access to the information indicated above, the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement.
3. I attest that I understand my responsibilities and that I am familiar with and will comply with the standards for protecting such information that I may have access to in accordance with the terms of this Agreement.
4. I will not disclose or release any information provided to me pursuant to this Agreement without proper authority or authorization. Should situations arise that warrant the disclosure or release of such information I will do so only under approved circumstances. I will honor and comply with any and all dissemination restrictions cited or verbally relayed to me by the proper authority.
5. For SBU and Pre-Decisional Materials and Information - I hereby agree that material which I have in my possession and containing information covered by this Agreement, will be handled and safeguarded in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information, consistent with the laws,

regulations, or directives applicable to the specific categories of information. I agree that I shall return all information to which I have had access or which is in my possession 1) upon demand by an authorized individual; and/or 2) upon the conclusion of my duties, association, or support to the FPIC; and/or 3) upon the determination that my official duties do not require further access to such information.

6. I hereby agree that I will not alter or remove markings, which indicate a category of information or require specific handling instructions, from any material I may come in contact with, in the case of SBU or Pre-Decisional Materials and Information, unless such alteration or removal is consistent with procedures set forth in this Agreement. I agree that if I use information from a sensitive document or other medium, I will carry forward any markings or other required restrictions to derivative products, and will protect them in the same matter as the original.

7. I hereby agree that I shall promptly report to the appropriate official, in accordance with the guidance issued for the applicable category of information, any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation, I have knowledge of and whether or not I am personally involved. I also understand that my anonymity will be kept to the extent possible when reporting security violations.

8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to the information covered by this Agreement. This may serve as a basis for denying me conditional access to other types of information, to include classified national security information.

9. This Agreement is made and intended for the benefit of the United States Government and may be enforced by the United States Government or the Authorized Entity. I understand that if I violate the terms and conditions of this Agreement, I could be subjected to administrative, disciplinary, civil, or criminal action, as appropriate, under the laws, regulations, or directives applicable to the category of information involved and neither the United States Government nor the Authorized Entity have waived any statutory or common law evidentiary privileges or protections that they may assert in any administrative or court proceeding to protect any sensitive information to which I have been given conditional access under the terms of this Agreement.

10. Unless and until I am released in writing by an authorized representative of FPIC (if permissible for the particular category of information), I understand that all conditions and obligations imposed upon me by this Agreement apply during the time that I am granted conditional access, and at all times thereafter.

11. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.

12. My execution of this Agreement shall not nullify or affect in any manner any other secrecy or non-disclosure Agreement which I have executed or may execute with the United States Government or any of its departments or agencies.

13. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the obligations, rights, or liabilities created by Executive Order No. 12958, as amended; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents); and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

14. Signing this Agreement does not bar disclosures to Congress or to an authorized official of an executive agency or the Department of Justice that are essential to reporting a substantial violation of law.

15. I represent and warrant that I have the authority to enter into this Agreement.

16. I have read this Agreement carefully and my questions, if any, have been answered.

FPIC Contractor Non-Disclosure Agreement Acknowledgement

Typed/Printed Name:	Business Address:	Telephone Number:
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I make this Agreement in good faith, without mental reservation or purpose of evasion.

Signature:

WITNESS:

Typed/Printed Name:	Business Address:	Telephone Number:
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Signature:

Appendix D

FPIC Sub-Committee Descriptions

This appendix specifies the creation of three standing sub-committees: (1) the Security Committee, (2) the Spectrum Committee, and (3) the Standards Committee. Additional standing committees may be established as needed via FPIC member input.

Security Sub-Committee

Mission: To ensure that FPIC recommendations and initiatives are consistent with and promote the goals of federal security requirements and guidelines.

Scope: The FPIC Security Sub-Committee provides a forum for sharing best practices related to federal security directives and standards pertaining to wireless communications. The committee assists with the coordination of security implementation plans to promote wireless communications interoperability among federal agencies and other stakeholders. The committee develops recommendations for FPIC submission to appropriate standards and regulatory bodies on security issues that impact interoperability.

Spectrum Sub-Committee

Mission: To advocate and advance interoperability through the harmonization of efficient spectrum utilization within the federal wireless community.

Scope: The FPIC Spectrum Sub-Committee serves the federal wireless community by:

- 1) Advising of domestic and international regulations governing spectrum use;
- 2) Advancing spectrum related policies for enhanced federal and non-federal collaboration;
- 3) Serving as a coordinating instrument for the pronouncement of federal spectrum usage requirements;
- 4) Educating on spectrum interoperability issues;
- 5) Providing awareness of operational requirements for interoperable spectrum.

Standards Sub-Committee

Mission: To enhance public safety communications standards and provide input to standards development entities.

Scope: The FPIC Standards Sub-Committee, at the direction and approval of the FPIC General Committee, identifies, evaluates, and recommends public safety standards for radio equipment and systems to standards development entities, such as the Telecommunications Industry Association (TIA) Mobile and Personal Private Radio Standards Committee (TR8), and the Association of Public-Safety Communications Officials (APCO) Project 25 (P25) Interface Committee (APIC). The primary objective is to have Federal technical and functional operational requirements addressed in the P25 and the American National Standards Institute (ANSI) public safety communications technology standards being developed. A second objective is to provide an open forum to identify common Federal technical and operational requirements for use in analysis of engineering and technical proposals that are being considered for P25 and other standards relevant to the public safety community. All of these objectives are in support of the overall goal for interoperability in Public Safety communications.

