

AMENDMENT TO
RULES COMMITTEE PRINT 119-33
OFFERED BY MR. HARIDOPOLOS OF FLORIDA

At the end of subtitle B of title XVII, add the following new section:

1 **SEC. 17___ . PILOT PROGRAM FOR INFRASTRUCTURE IN-**
2 **VESTMENTS AT NASA CENTERS.**

3 (a) PILOT PROGRAM.—The Administrator may con-
4 duct a pilot program for private and public investment in
5 specific infrastructure projects at 1 or more NASA Cen-
6 ters.

7 (b) AGREEMENTS IN SUPPORT OF COMMON USE IN-
8 FRASTRUCTURE PROJECTS.—

9 (1) FUNDING.—

10 (A) VOLUNTARY INFRASTRUCTURE CON-
11 TRIBUTIONS.—The Administrator may enter
12 into agreements under section 20113(e) of title
13 51, United States Code, involving transactions
14 that support public and commercial activities at
15 1 or more NASA Centers, and such agreements
16 may include the authority to collect voluntary
17 infrastructure contributions to fund specific

1 capital repair, maintenance, and improvement
2 projects described in paragraph (2).

3 (B) TRANSPARENCY.—

4 (i) COST AND SCHEDULE ESTI-
5 MATES.—In any agreement that includes
6 the means for voluntary contributions de-
7 scribed in this section, the Administrator
8 shall establish a reasonable cost and sched-
9 ule baseline for each project.

10 (ii) PROJECT COMPLETION.—At the
11 conclusion of each designated project, the
12 Administrator shall provide each contrib-
13 uting commercial entity with a final
14 project cost, including a breakdown of cost
15 sharing between government and commer-
16 cial entities.

17 (C) PROJECT COSTS AND TIMELINES.—

18 The Administrator shall—

19 (i) to the maximum extent practicable,
20 ensure that the projects described in this
21 section are completed within the cost esti-
22 mates and timelines established under sub-
23 paragraph (B)(i); and

1 (ii) exercise streamlined acquisition
2 procedures to the maximum extent allowed
3 by law.

4 (D) COST-SHARING.—The Administrator
5 shall ensure that any agreement entered into
6 with a commercial entity under subparagraph
7 (A) provides that, at the conclusion of the
8 project, any funds contributed by the commer-
9 cial entity that remain unexpended shall be re-
10 turned to such entity in proportion to the
11 amount originally contributed by the partner.

12 (E) NONCONDITIONING OF AGREE-
13 MENTS.—The Administrator shall not withhold
14 execution of any agreement under section
15 20113(e) of title 51, United States Code, or
16 deny a lease or other authorization for commer-
17 cial activities on the basis of a failure to reach
18 agreement on the amount or terms of contribu-
19 tions described in this section.

20 (F) REQUIREMENTS WITH RESPECT TO
21 AGREEMENTS.—Each agreement entered into
22 with a commercial entity under subparagraph
23 (A) shall, on a case-by-case basis—

24 (i) address the terms of use, owner-
25 ship, and disposition of the funds, services,

1 or equipment contributed pursuant to the
2 agreement;

3 (ii) include a provision that the com-
4 mercial entity will not recover the costs of
5 its contribution through any other agree-
6 ment with the United States; and

7 (iii) include a provision that mutually
8 determines which entity covers costs in the
9 event of cost overruns or project delays.

10 (G) CECR FUNDS.—

11 (i) IN GENERAL.—Subject to the
12 availability of appropriations, the Adminis-
13 trator is authorized to use amounts other-
14 wise made available within the Construc-
15 tion and Environmental Compliance and
16 Restoration account to fulfill the obliga-
17 tions entered into by the Administrator
18 under agreements pursuant to this section.

19 (ii) RECEIPT OF FUNDS.—Amounts
20 received by the Administrator pursuant to
21 agreements entered into under subpara-
22 graph (A) shall be credited to and merged
23 with the Construction and Environmental
24 Compliance and Restoration account and
25 shall be available subject to the same

1 terms and conditions as amounts appro-
2 priated to that account.

3 (H) CONTRIBUTIONS FROM OTHER ENTI-
4 TIES.—The Administrator may enter into
5 agreements for voluntary contributions from
6 other entities, including Federal, State, or local
7 authorities, for the purpose of funding projects.

8 (I) DIRECT AGREEMENTS.—

9 (i) RULE OF CONSTRUCTION.—Noth-
10 ing in this section may be construed to re-
11 strict the Administrator from entering into
12 direct agreements under section 20113(e)
13 of title 51, United States Code, with enti-
14 ties to perform work within a NASA Cen-
15 ter separate from the activities funded
16 through projects.

17 (ii) PRIORITIZATION.—The Adminis-
18 trator shall prioritize such direct agree-
19 ments in instances in which required work
20 would be completed more expeditiously or
21 at a lower cost than through the pilot pro-
22 gram described in this section.

23 (iii) DIRECT CONTRIBUTIONS.—The
24 Administrator may make direct financial
25 or in-kind contributions to projects under-

1 taken by commercial entities under agree-
2 ments entered into under clause (i), as the
3 Administrator considers appropriate to
4 support common use infrastructure at a
5 NASA Center.

6 (2) USE OF FUNDS.—

7 (A) IN GENERAL.—Contributions proffered
8 by entities under agreements in support of
9 projects shall be used by the Administrator to
10 conduct capital repairs, maintenance, and im-
11 provements to NASA-owned infrastructure at a
12 NASA Center, as the Administrator considers
13 necessary to support activities conducted under
14 agreements entered into under section 20113(e)
15 of title 51, United States Code, which may in-
16 clude renovation, rehabilitation, sustainment,
17 demolition, construction, operation, mainte-
18 nance, repair, enhancement, expansion, and
19 modernization of NASA-owned infrastructure at
20 a NASA Center.

21 (B) CONSULTATION.—The Administrator
22 shall consult and partner with other Federal,
23 State, and local public entities—

24 (i) to ensure that such projects are
25 not duplicative; and

1 (ii) to identify opportunities for
2 projects to provide increased capability or
3 capacity to users.

4 (C) TREATMENT OF IMPROVEMENTS.—Im-
5 provements made to NASA-owned infrastruc-
6 ture at a NASA Center with amounts made
7 available under a voluntary agreements under
8 this section shall be property of the United
9 States, unless the Administrator determines
10 that transferring ownership of such improve-
11 ments would be in the best interests of the
12 United States.

13 (D) UNEXPENDED CONTRIBUTIONS.—For
14 any voluntary contributions from a commercial
15 entity designated to a specific project that are
16 not fully expended on that project within 90
17 days of the project becoming operational, the
18 Administrator shall, at the election of the con-
19 tributing commercial entity—

20 (i) refund the unexpended portion to
21 the entity; or

22 (ii) allow the commercial entity to re-
23 designate the funds to another eligible
24 project under this subsection.

1 (3) ANNUAL REPORT.—Not later than 180 days
2 after the date of the enactment of this Act, and an-
3 nually thereafter, the Administrator shall submit to
4 the Committee on Commerce, Science, and Trans-
5 portation of the Senate and the Committee on
6 Science, Space, and Technology of the House of
7 Representatives a report on projects conducted
8 under this section that includes the following:

9 (A) For the preceding calendar year, the
10 total amount of expenditures on projects by
11 NASA and industry.

12 (B) The proposed uses of amounts contrib-
13 uted by NASA and industry for the operating
14 plans of the Administration.

15 (C) Additional recommendations for efforts
16 to streamline or reduce costs for each agreed
17 upon project described in this section.

18 (4) UPDATES.—Not less frequently than every
19 2 years, the Administrator, in collaboration with
20 commercial entities, shall submit to the Committee
21 on Commerce, Science, and Transportation of the
22 Senate and the Committee on Science, Space, and
23 Technology of the House of Representatives interim
24 milestone updates relating to the pilot program
25 under this section.

1 (5) TERMINATION.—

2 (A) IN GENERAL.—The authority to collect
3 voluntary contributions under paragraph (1)(A)
4 shall terminate on December 31, 2031.

5 (B) RULE OF CONSTRUCTION.—The termi-
6 nation under subparagraph (A) of the authority
7 to collect voluntary contributions may not be
8 construed to otherwise affect the validity or
9 terms of agreements under section 20113(e) of
10 title 51, United States Code, or the retention or
11 use by the Administration of proceeds from
12 such agreements.

13 (6) PROHIBITION ON NEW BUDGET AUTHOR-
14 ITY.—Nothing in this section may be construed to
15 provide new budget authority to incur obligations in
16 advance of appropriations.

17 (c) DEFINITIONS.—In this section:

18 (1) The term “Administration” means the Na-
19 tional Aeronautics and Space Administration.

20 (2) The term “Administrator” means the Ad-
21 ministrator of the National Aeronautics and Space
22 Administration.

23 (3) The term “common use infrastructure”—

24 (A) means any infrastructure that benefits
25 1 or more NASA Center users;

1 (B) includes roadways and commodities
2 pipelines and portions of roadways and com-
3 modities pipelines; and

4 (C) does not include any infrastructure
5 that solely benefits the National Aeronautics
6 and Space Administration.

7 (4) The term “NASA” means the National Aer-
8 onautics and Space Administration.

9 (5) The term “project” means any work per-
10 formed in support of a common activity or infra-
11 structure effort under 1 or more common use infra-
12 structure agreements entered into pursuant to this
13 section, regardless of whether such work is con-
14 ducted pursuant to a single agreement or multiple
15 separate agreements with different commercial enti-
16 ties.

