

INTER-AGENCY AGREEMENT
FOR THE PROVISION OF TEMPORARY AIR TRAFFIC SERVICES

Between the

BUREAU OF LAND MANAGEMENT
of the
UNITED STATES DEPARTMENT OF THE INTERIOR,

the
FOREST SERVICE
of the
UNITED STATES DEPARTMENT OF AGRICULTURE,

and the

FEDERAL AVIATION ADMINISTRATION
of the
UNITED STATES DEPARTMENT OF TRANSPORTATION

BLM Agreement No. 1422RAI02-0017
FS Agreement No. 02-1A-11130206-032
FAA Agreement No. NMR123021

1.0 INTRODUCTION.

Fire management and suppression in the nation=s wildlands is an on-going concern to the American public and to the Department of the Interior, Bureau of Land Management (BLM) and the Department of Agriculture, Forest Service, as well as to the Department of Transportation, Federal Aviation Administration-Northwest Mountain Region (FAA). The FAA- Northwest Mountain Region includes the states of Colorado, Montana, Utah, Wyoming, Idaho, Oregon and Washington. Considerable cooperation and coordination among these agencies exists, which is critical to the success of fire management, suppression and safety. The purpose of this Inter-Agency Agreement is to set forth the terms and conditions under which the FAA will continue to provide temporary air traffic services to support these efforts as requested by the National Interagency Fire Center.

The BLM is the lead agency for the National Interagency Fire Center (NIFC). The National Interagency Fire Center is responsible to coordinate the activities and provide support for the control of forest and range fires within the continental limits of the United States and Alaska. A major forest fire frequently requires the use of a strategically situated uncontrolled airport or site to serve as the staging area for aerial support activities. Mass deployment of personnel, supplies, and equipment by large numbers of aircraft congests airspace at the airport/site in use. As representatives of the National Interagency Fire Center, the BLM and Forest Service recognize the safety and efficiency provided by air traffic services and agree to enter into an agreement with the FAA to provide temporary air traffic services on short notice.

2.0 AUTHORITY.

- A. Reciprocal Fire Protection Act of May 27, 1955 (69 Stat. 66; 42 U.S.C. 1856a).
- B. Federal Land Policy and Management Act of 1976 (43 U.S.C. 1702).
- C. Federal Aviation Reauthorization Act of 1996, P.L. 104-264, October 9, 1996, Section 22F (49 U.S.C. 106(m)).

3.0 OBJECTIVE.

- A. To establish the terms and conditions under which the FAA will provide temporary air traffic services.

This agreement supersedes AThe Letter of Agreement” between the Bureau of Land Management of the United States Department of the Interior (as Boise Interagency Fire Center) that was effective June 07, 1982.

4.0 RESPONSIBILITIES.

- A. The NIFC agrees to:
 - 1. Make transfers of funds to the FAA as reimbursement payments of actual costs after the services have been received. Obligation of funds will be accomplished by administrative modifications to this agreement based on estimated costs of the service-related Resource Orders. The reimbursable service-related costs include:
 - a) Any actual costs incurred by the FAA in furnishing the service under this agreement;
 - b) Any additional salary expenses, e.g., overtime, premium pay, per diem;
 - c) Any cost of transportation of FAA personnel and equipment;
 - d) Administrative overhead charge of 17 percent that is added to the actual cost total. The overhead rate shall be adjusted automatically, and without the necessity of modification to this agreement, upon issuance of revised rates approved for the U.S. Department of Transportation, Federal Aviation Administration;
 - e) Reimbursement for loss or damage of FAA equipment;
 - f) Employee claims for personal property lost or damaged incident to the temporary employment assignment; and
 - g) All other expenses incurred as a result of this project.
 - 2. Make all requests for the initiation and termination of temporary air traffic services in accordance with the notification procedures prescribed in 5.0.

3. Coordinate with other fire fighting agencies to encourage the channeling of all requests for temporary air traffic services in the geographical area under the responsibility of the FAA Northwest Mountain Region through NIFC's National Interagency Coordination Center (NICC).
4. Provide transportation of FAA personnel to and from the temporary air traffic control sites either directly or through reimbursement of related costs.
5. Provide surface transportation for FAA personnel on duty at temporary air traffic control sites; insure the availability of adequate meals and lodging; provide telecommunication equipment as requested and necessary; and provide restroom facilities to personnel on duty at these sites.
6. Provide, or by agreement or arrangement with fire fighting units, for reasonable protection of FAA personnel assigned to temporary air traffic control sites in fire areas.
7. Provide shelter to the FAA personnel from the elements to reduce fatigue and improve safety conditions while they are working. Provision of well-equipped Helibase or Airbase Operations trailers is to be considered when available.

B. The FAA agrees to:

1. Provide temporary air traffic services for aircraft operating to and from the air traffic control sites within the geographic areas of its responsibility subject to the availability of qualified air traffic control personnel.

FAA air traffic control personnel who, for any reason, desire not to perform such an assignment shall not be considered to be "available" by FAA under this agreement.

2. Provide air traffic control tower equipment necessary for the provision of air traffic services, as available.
3. Retain the prerogative to terminate all or a certain part of the temporary air traffic services provided to NIFC should the FAA determine a requirement of higher priority dictates the recall of all or certain number of its personnel and/or air traffic control equipment.
4. Inform the NIFC of current and updated telephone numbers of its Regional Operations Center (ROC), which affords a full-time point-of-contact.

C. The NIFC and the FAA mutually agree to:

1. Restrict use of funds provided by the NIFC to supporting only approved and authorized activities related to this project.

2. This agreement is applicable to the FAA-Northwest Mountain Region only. In the event the NIFC desires to enter into a similar agreement with other regions of the FAA, it shall do so by a separate agreement between the NIFC and the other participating region or regions.
3. Authorize modifications to this agreement to incorporate any changes that are mutually agreed to by the participants. Such modifications shall be in writing and shall identify the specific activities, the total amount of funds applicable to the modification, as appropriate, and any other pertinent details of the modification.
4. Conduct an annual post-fire season debriefing via conference call or scheduled meeting, as requested and needed.
5. Billing and collection procedures will follow the Intra-governmental Payment and Collection (IPAC) system process.

Billings for this Inter-agency Agreement shall be processed through IPAC. Bills shall be sent to **BLM, National Business Center, P.O. BOX 25047, Denver, Colorado 80225-0047**. The IPAC billing document, which the FAA will prepare, shall contain the following information:

BLM Agreement Number 1422RAI02-0017
(Cross Reference FAA No. NMR123021)
Copy of the Resource Order
Agency Location Code: 14-11-0008
Name and phone number of the FAA Finance Contact

Courtesy Copies of all billings will be sent to: Sherry Garey, BLM-NIFC
3383 S. Development Ave.
Boise ID 83705-5354

5.0 NOTIFICATION PROCEDURES.

- A. The NIFC shall:
 1. Alert the FAA's ROC whenever a requirement for air traffic services is anticipated and will specify the nature of the emergency and the location of the air traffic control site(s).
 2. Notify the FAA-ROC when temporary air traffic services are officially requested or when services already in operation are no longer required.
 3. Utilize the policies and procedures as set forth in the *National Mobilization Guide* and the *Inter-Agency Airspace Guide*.

6.0 TERM OF AGREEMENT.

- A. This Inter-agency Agreement shall be effective for a period of five-years commencing on the date the last signature is placed on the signature section.
- B. Either party may, in writing, terminate this instrument in whole, or in part, at any time before the date of expiration upon thirty- (30) days written notice of such termination. Neither party shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each party's expense and all non-cancelable obligations properly incurred up to the effective date of termination.

7.0 RESOLUTION OF DISAGREEMENTS.

- A. Should disagreement arise on the interpretation of the provisions of this agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty-days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

8.0 GENERAL PROVISIONS.

- A. Parties to this agreement are not obligated to make expenditures of funds under terms of this agreement unless such funds are appropriated for the purpose by the Congress of the United States, or are otherwise legitimately available under the annual Appropriations Acts.
- B. Amendments and modifications to this agreement may be initiated by any signatory agency. The amendments and modifications shall not take effect until documented and signed by all signatory agencies. The BLM is designated as the agency responsible for all administrative oversight of amendments and modifications to this agreement.

9.0 PRINCIPAL CONTACTS.

- A. For the National Interagency Fire Center:

TECHNICAL CONTACT
 Kim Christensen
 Asst. NICC Manager
 National Interagency Fire Center
 Bureau of Land Management
 3833 South Development Avenue
 Boise ID 83705-5354
 208/387-5418 - office
 208/387-5414 - fax

AGREEMENTS CONTACT
 Sherry Garey
 Grants and Agreements Specialist
 National Interagency Fire Center
 Bureau of Land Management
 3833 South Development Avenue
 Boise ID 83705-5354
 208/387-5360 - office
 208/387-5574 - fax

kim_christensen@nifc.blm.gov

sherry_garey@nifc.blm.gov

B. For the Federal Aviation Administration:

ADMINISTRATIVE CONTACT

Phillip Sandoval
Contract Specialist
Federal Aviation Administration
1601 Lind Ave. S.W., Suite 340
Renton WA 98055-4056
425/227-2837 – office
425/227-1055 – fax
phillip.sandoval@faa.gov

FINANCIAL CONTACT

Richard Marquez, AWP-28
Federal Aviation Administration
PO Box 92007, WPC
Los Angeles CA 90009
310/725-7328 - office
310/725-6839 - fax
richard.marquez@faa.gov

10.0. WAIVER.

Each party to this agreement does hereby expressly waive all claims against the other party for compensation for any loss, damage, personal injury or death occurring in consequence of the performance of this agreement.

11.0 SIGNATORY.

This Agreement shall be effective for a period of five-years commencing on the date the last signature is placed on the signature section.

Phillip Sandoval, Contract Specialist
Federal Aviation Administration

Date

Tory Majors, Administrative Officer
Forest Service, NIFC

Date

Richard A. Harter, Suprv. Contract Officer
Bureau of Land Management, NIFC

Date

