

INTERAGENCY AGREEMENT
Between
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
EASTERN REGION

And
USDA FOREST SERVICE - SOUTHERN REGION
Agreement Number 04-IA-11083150-050

SUBJECT: Provision of Temporary Control Tower Service

1. **PURPOSE:** This Interagency Agreement (IA) sets forth the terms and conditions under which the Department of Transportation, Eastern Region Federal Aviation Administration (hereinafter called the FAA) will provide temporary airport traffic control tower services in support of the Southern Region, USDA Forest Service (hereinafter called FS) activities, and outlines the basis for reimbursing the FAA for such services. This IA is authorized under the Economy Act, 31 U.S.C. §1535 (as amended).
2. **BACKGROUND:** The FS is responsible to coordinate the activities and provide support for the control of forest and range fires within the continental limits of the Southern United States. A major forest fire frequently requires the use of a strategically situated uncontrolled airport 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 in use. In recognition of the safety and efficiency introduced by airport traffic control service, the FS has agreed to consummate a reimbursable agreement with the FAA for the provision of temporary airport traffic control tower service on short notice at uncontrolled airports, referred to hereinafter as "staging airports."
3. **SCOPE:** The procedures and agreements set forth in this IA apply to the Eastern Region of the FAA (which includes the State of Virginia) and the Southern Region of the USDA Forest Service. In the event the FS desires to enter into similar agreements with the FAA in other regions, it shall do so by a separate IA between the FS and the other participating region(s).
4. **RESPONSIBILITIES:** The responsibility of the Eastern Region FAA to provide temporary airport traffic control tower services and the incumbent responsibilities of the FS are defined and limited by the following provisions:
 - a. **USDA Forest Service**
 - 1) The FS shall make all requests for the initiation and termination of the temporary tower services in accordance with the notification procedures prescribed in paragraph 5 of this IA.

- 2) The FS shall reimburse the FAA for all costs resulting from the provision of temporary airport traffic control tower services in accordance with Paragraph 6 of this IA.
- 3) The FS will coordinate with other fire fighting agencies to encourage the channeling of all requests for temporary tower service in the geographical areas under the responsibility of the Eastern Region FAA through the Southern Area Coordination Center.
- 4) Transportation of FAA personnel to and from the temporary airport air traffic control sites shall be provided by the FS, either directly or through reimbursement to the FAA, as outlined under paragraph 6 of this IA. Whenever such transportation is to be by aircraft, it shall be an aircraft that is properly equipped and certificated for the carrying of passengers.
- 5) The FS shall provide surface transportation for FAA personnel on duty at temporary airport traffic control tower locations and shall insure the availability of adequate meals and lodging. Restroom facilities shall be available to personnel on duty at the temporary control tower site.
- 6) The FS shall, itself or by agreement or arrangement with fire fighting units, provide for the reasonable protection of FAA personnel assigned to temporary towers in fire threatened areas.

b. Federal Aviation Administration

- 1) The Eastern Region FAA will provide temporary airport air traffic control services within the geographic areas of its responsibility, subject to the availability of qualified air traffic control personnel and the Mobile Air Traffic Control Tower.
- 2) The Eastern Region FAA shall retain the prerogative to terminate all or any parts of the temporary airport traffic control tower services provided to the FS, should the FAA determine a requirement of higher priority dictates the recall of all or certain of its personnel and/or air traffic control equipment.
- 3) The Eastern Region FAA shall keep the FS informed of the telephone numbers of its Operation Center (ROC), which affords a full-time point-of-contact.

5. NOTIFICATION:

a. USDA Forest Service

- 1) The FS shall alert the Eastern Region FAA ROC (718-553-3100) whenever a requirement for temporary tower service is anticipated. The nature of the emergency and location of the staging airport shall be specified.
- 2) The FS shall update the alert notification at 24-hour intervals until the pending request is either confirmed or withdrawn.
- 3) The FS shall notify the Eastern Region FAA ROC when temporary tower service is officially requested, or when tower service already in operation is no longer required.
- 4) The principal contact is:

Assistant Director – Emergency Operations
Fire & Aviation Management
USDA Forest Service, Southern Region
1720 Peachtree Road, NW, suite 900
Atlanta, GA 30367
Phone: (404) 347-4243

The administrative contact is:

Becky Rawlins
Same address as above.
Phone: (404) 347-2777
Fax: (404) 347-2776
Email: rrawlins@fs.fed.us

b. Federal Aviation Administration

The principal contact is:

Manager, Air Traffic Operations, AEA-530
Department of Transportation
Eastern Region FAA
1 Aviation Plaza
Jamaica, NY 11434
Phone: (718) 553-4530 or 4500

6. **REIMBURSEMENT:** The FAA agrees to enter into a reimbursable agreement with the FS for the purpose of providing temporary air traffic control tower service

at airports from which the FS aerial activities are staged. The charges to be recovered by the FAA for services rendered to another Federal government agency shall be in consonance with statutes and regulations of the United States Office of Management and Budget, and the following Articles of Understanding are set forth in this IA establishing the specific basis for recovery of these costs and to assure agreement between the parties.

ARTICLES OF UNDERSTANDING

WHEREAS, the Regional Administrator of the Eastern Region FAA is authorized to furnish equipment, personnel, and temporary control tower services to the FS upon a reimbursable basis;

NOW, THEREFORE, the FAA and the FS mutually agree as follows:

ARTICLE I - Provision of Temporary Control Tower Services

Subject to the availability of qualified air traffic control personnel, the Eastern Region FAA shall furnish for the project titled "Provision of Temporary Airport Traffic Control Tower Service" at such locations within the geographical area administered by the Eastern Region and at such times as may be mutually agreed upon in accordance with this IA, the following services, equipment, and personnel.

- a. Airport traffic control services for aircraft operating to and from the staging airport.
- b. Airport traffic control tower equipment necessary for the provision of air traffic control services.
- c. Airport traffic control specialists qualified to provide air traffic control services.

ARTICLE II - Payment of FAA Costs

The FS will reimburse the FAA for the project costs incurred by the FAA in furnishing temporary air traffic control services under this IA. These costs will include:

- a. Actual costs incurred by the FAA in furnishing the service under this IA, such as additional salary expenses, that may include overtime, premium pay, cost of transportation and per diem for FAA personnel and equipment.

- b. An administrative overhead charge of 17 percent (17%) will be added to the actual cost total. The overhead rate shall be adjusted automatically and without the necessity for formal amendment, upon issuance of revised rates under the United States Department of Transportation, Federal Aviation Administration Order 2500.35C.
- c. This IA will be supplemented with individual requests for goods and services and documented on Standard Form AD-672 and/or an Interagency Resource Order. The amounts contained in the form AD-672 are estimates and may be adjusted to recover the FAA's actual costs.
- d. If, during the course of this IA, actual costs are expected to exceed the estimate by more than 10 percent (10%), the FAA will notify the FS as soon as this is known, but not less than 30 days prior to submission of the final billing.
- e. At the end of each billing period, (January, April, July, October), the FAA shall submit to the FS a written invoice setting forth the expenses incurred by the FAA in furnishing such services. The FS hereby identifies the office to which the FAA will render bills as:

USDA Forest Service, Southern Region
Financial Management Unit
ATTN: Janice Lowe
1720 Peachtree Road, NW, suite 890
Atlanta, GA 30367

or such other offices as the FS may from time-to-time designate in writing.

- g. Payments for billings are due within thirty (30) days of date of receipt.
- h. The FAA hereby assigns responsibility for the accomplishment of this IA to the Eastern Region. The FAA identifies the Financial Services Division as the billing and receipts office for this agreement. The mailing address is:

Federal Aviation Administration
Travel & Financial Systems Branch, AEA-23.2
ATTN: R. Mazza
1 Aviation Plaza
Jamaica, NY 11434

ARTICLE III – Amendment

Modification within the scope of this IA shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, before any changes being performed. The FS is not obligated to fund any changes not properly approved in advance.

ARTICLE IV - Effective Date

This agreement is executed as of the last date shown below and expires on January 31, 2009, at which time it will be subject to review, renewal, or expiration. Services provided prior to the final execution of agreement are covered under the provisions of this agreement.

ARTICLE V - Revocation

Either party(s), in writing, may terminate the agreement in whole, or in part, at any time before the date of expiration. Neither party(s) shall incur any new obligations for the terminated portion of the agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

ARTICLE VI - Obligations

Nothing herein shall be considered as obligating the FS to expend or as involving the United States in any contract or other obligations for the future payment of money in excess of funding approved and made available for payment under this agreement and modification thereto.

ARTICLE VII - Liability

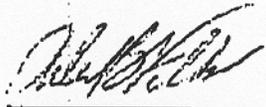
In accordance with applicable law, each party assumes full responsibility for injury to or loss of life of its own personnel in the course of work under this agreement.

Each party assumes full responsibility for damage to, or loss of its own equipment or material in the course of work under this agreement.

In accordance with applicable law, each party will be responsible for settlements of claims arising from acts by its personnel that result in third party property damage, personal injuries or death during the course of work under this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

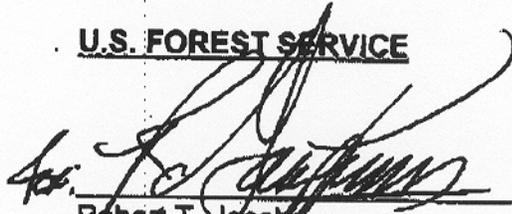
FEDERAL AVIATION ADMINISTRATION



Arlene B. Feldman
Eastern Regional Administrator

4/27/04
Date

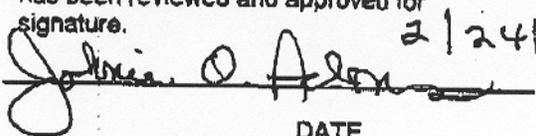
U.S. FOREST SERVICE



Robert T. Jacobs
Regional Forester

2/28/04
Date

The authority and format of this instrument has been reviewed and approved for signature.



DATE

JOHNIE O. ADAMS
FS Agreements Coordinator

DIRECTORY

Department of Transportation
FAA Eastern Region Headquarters
Air Traffic Division
1 Aviation Plaza
Jamaica, NY 11434
Telephone: (718) 553-4500

USDA Forest Service
Director, Fire & Aviation Mgmt
1720 Peachtree Road, NW, Suite 900
Atlanta, GA 30367
Telephone: (404) 347-3464 (Director)
(678) 320-3000 (SACC - 24 HRS)

FOR FOREST SERVICE USE ONLY

Agreement #:	04-IA-11083150-050
Spending Limit for FY04:	\$ N/A
Burden (overhead rate):	N/A
Job Code:	N/A
Billing Frequency (advance lump sum, monthly, quarterly, semi-annual, annual):	N/A
Vendor ID (multiple partners?):	N/A
If Federal, Agency Location Code:	N/A
Program Manager and Phone #:	George Battaglia 404-468-2464
Termination Date:	September 30, 2009

Received

JUN 3 2004

SFFB