

WPM-010-01-1
FAA provided fire fighting
Services to Fed. Agencies
In Nevada
BLM # FAI0100008

REIMBURSABLE AGREEMENT
between
FEDERAL AVIATION ADMINISTRATION
WESTERN-PACIFIC REGION
and
THE UNITED STATES DEPT. OF INTERIOR
BUREAU OF LAND MANAGEMENT
NEVADA STATE OFFICE

WHEREAS, the USDI Bureau of Land Management, hereinafter referred to as "USDI-BLM," enters into a reimbursable agreement with the Federal Aviation Administration, hereinafter referred to as "FAA," to provide temporary air traffic control services in support of, and requested by, the USDI-BLM for fires within the State of Nevada and;

WHEREAS, the FAA is in the position to furnish personnel and temporary airport traffic control tower services which the USDI-BLM requires, has funds available for, and has determined should be obtained from the FAA. Reimbursement for services identified under this Agreement shall include any services requested and provided in the same calendar year in which this Agreement is signed by all parties;

WHEREAS, for the purpose of this Agreement, the USDI-BLM will function as the lead Federal Agency, and will request assistance from the FAA on behalf of the USDI-BLM; the United States Dept. of Agriculture, USDA Forest Service (USDA-FS); and/or the United States Dept. of the Interior, National Park Service (NPS) and;

WHEREAS, for the purpose of this Agreement, the FAA will bill the USDI-BLM for services covered under this Agreement, and the USDI-BLM will reimburse the FAA for such services. If the requested services are in support of the USFS or the NPS, the USDI-BLM will reimburse the FAA and obtain a funding transfer between the USFS or the NPS, and the USDI-BLM and;

WHEREAS, 49 U.S.C. Section 322 (C) (2) of the Federal Aviation Act of 1958, as amended, authorizes the furnishing of services, materials, and equipment by one Government agency to another on a reimbursable basis and;

WHEREAS, 31 U.S.C. 1535, Section 601 provides for one Federal agency requisitioning work, services, materials, or equipment from another Federal agency and,

NOW, THEREFORE, in consideration of the premises and covenants and agreements contained herein, the USDI-BLM and the FAA mutually agree as follows:

ARTICLE I - PURPOSE

The purpose of this Agreement is to:

- A. Identify the services within the State of Nevada provided under this Agreement.
- B. Define the terms of reimbursement for FAA services rendered under this Agreement.

ARTICLE II – PROVISION OF TEMPORARY CONTROL TOWER SERVICE:

A. Subject to the availability of qualified air traffic control and maintenance personnel, the FAA Western Pacific Region, shall furnish for the project titled "provision of temporary Airport Traffic Control Tower Service" at such locations within the geographical area administered by the Western Pacific Region and at such times as mutually agreed upon in accordance with this Reimbursable Agreement, the following services, and personnel:

- 1. Airport traffic control service for aircraft operating to and from the staging airport.
- 2. Control Tower Operator (CTO) certified airport traffic control specialists qualified to provide ATC services.
- 3. Staffing at a level appropriate to meet the request and handle any internal requirements. Controllers shall be rotated as determined by their schedule. Temporary CTO certifications will be issued for each specific Temporary Tower location.
- 4. Issue of NOTAM (Notice to Airmen) for the airport/helibase informing the public of the change in status from uncontrolled to controlled airspace and identifying the radio frequency for contact with the tower.

ARTICLE III – SCOPE OF WORK

A. FAA shall:

- 1. (Air Traffic Support) Provide temporary airport traffic control services within the geographic areas of its responsibility, subject to the availability of qualified air traffic control and maintenance personnel. For the purposes of this paragraph, FAA air traffic control personnel who for any reason desire not to perform such an assignment shall not be considered by FAA to be "available" under this Agreement.
- 2. (Airway Facilities Support) Provide an FAA mobile ATCT, or other support equipment, if required and requested by the USDI-BLM, to assist in the fire fighting effort. The FAA personnel shall transport, assemble, disassemble, and maintain the FAA mobile ATCT when the unit is needed for fire fighting services. Services are subject to the availability of an FAA mobile ATCT and/or qualified FAA personnel needed at the time of requested service.

3. Retain the prerogative to terminate all or any part of the temporary airport traffic control services provided to the USDI-BLM should the FAA determine a requirement of higher priority dictates the recall of all or certain of its personnel and/or traffic control equipment.

4. Keep the USDI-BLM informed of the telephone numbers of its Point of Contact (POC) facilities shown on Appendix I, and of AWP-540, who will serve as Regional point of Contact for Air Traffic Control Services.

5. Give the USDA-BLM, or Comptroller General, through any authorized representative, access to and the right to examine all documents related to this Agreement.

B. USDI-BLM shall:

1. Make all requests for the initiation and termination of temporary tower service by notifying the Facility Points of Contact listed in Appendix I of this Agreement.

2. Reimburse the FAA for all costs resulting from the provisions of temporary airport traffic control tower service in accordance with this Agreement.

3. Coordinate with other fire suppression agencies to encourage the channeling of all requests for temporary tower service in the geographical areas under the responsibility of the FAA Western Pacific Region through the USDI-BLM Western Great Basin Geographical Coordination Center (GACC) located at Reno, Nevada within the FAA Western-Pacific Region.

4. Provide, either directly or through reimbursement of FAA, transportation of FAA personnel to and from the temporary airport air traffic control sites. Whenever such transportation is to be by aircraft, it shall be in one that is properly equipped and certified for carrying passengers.

5. Provide surface transportation for FAA personnel on duty at temporary airport traffic control tower locations and shall provide meals and lodging. Restroom facilities shall be available to personnel on duty at the temporary control tower site.

6. Provide, or by agreement or arrangement with fire fighting units, for the reasonable protection of FAA personnel assigned to temporary towers in fire areas.

7. Provide shelter from the elements to reduce fatigue and improve safety conditions while the FAA personnel are working. Vendors offering well-equipped Helibase or Airbase Operations trailers are to be considered when available.

8. Ensure adequate radio kit(s) are available for use. These must include 720-channel VHF-radios, and UHF radios.

9. Include a briefing on the tower facility in its Air Operations Plan, if an Incident Management Team is in place.

10. Provide support equipment such as: binoculars, pens, note pads, anemometer, compass, wind and alt. Inst. temperature instrument, wind sock, clocks 24 hour, barometric pressure indication device.

11. Provide hook-ups, at USDI-BLM cost, or reimburse the FAA for the fuel costs for the engine generator (E.G.), or provide the fuel needed to support the E.G. in the mobile tower.

ARTICLE IV - COORDINATION - PRIMARY POINTS OF CONTACT

A. The FAA organizations for matters covered by this Agreement are:

Federal Aviation Administration
Resource Management Branch, AWP-540
P. O. Box 92007
Los Angeles, CA 90009-2007

(310) 725-6540

B. See Appendix 1 for Facility Points of Contact

C. The USDI-BLM organizations for matters covered by this Agreement are:

USDI Bureau of Land Management
Nevada State Office
ATTN: Mr. Greg Gall
1430 Financial Blvd.
P. O. Box 12000
Reno, Nevada 89520-0006

(775) 861-6535

ARTICLE V - CONTRACT ADMINISTRATION

A. FAA Contracting Officer:

1. The execution, modification, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, Procurement Branch, AWP-55, on behalf of the FAA.

2. All correspondence pertaining to this Agreement will reference the FAA Reimbursable Agreement No. WPM-010-01-1 and USDI-BLM number FAI0100008 and be submitted to:

Federal Aviation Administration
Procurement Branch, AWP-55
ATTN: Jannett P. Gibson
P. O. Box 92007
Los Angeles, CA 90009-2007

(310) 725-7553

B. USDI-BLM:

1. The execution, modification, and administration of this Agreement must be authorized and accomplished by the State Director, Mr. Robert V. Abbey, State Director, BLM Nevada, on behalf of the USDI-BLM, Nevada State Office.

2. All correspondence pertaining to this Agreement will reference the FAA Reimbursable Agreement No. **WPM-010-01-1** and USDI-BLM number **FAI0100008** be submitted to:

USDI – Bureau of Land Management
Nevada State Office
ATTN: Mr. Greg Gall
1430 Financial Blvd.
P. O. Box 12000
Reno, Nevada 89520-0006

(775) 861-6535

Administrative Contact:

USDI, Bureau of Land Management
ATTN: Ms. Wilma Robinson
Contracting Officer
1340 Financial Blvd.
P. O. Box 12000
Reno, Nevada 89520-0006

(775) 861-6417

ARTICLE VI – REIMBURSEMENT

A. The USDI-BLM shall reimburse the FAA for salaries, overtime, travel expenses, equipment, transportation expenses, and the 17% administrative overhead for services requested under this Agreement.

B. The FAA shall submit a written Bill for Collection with a breakdown of charges for the requested services upon completion of the project, setting forth the actual costs incurred by the FAA pursuant to this Agreement. All billing notices and correspondence to the USDI-BLM shall contain the FAA Agreement Number **WPM-010-01-1** and the USDI-BLM Agreement Number **FAI0100008** and the USDI-BLM Agency Location Code (**ALC**) **14-11-0008**, and be submitted to:

USDI – Bureau of Land Management
Nevada State Office
1340 Financial Blvd.
P. O. Box 12000
Reno, Nevada 89520-0006

C. Transfer of funds will be through an On-Line Payment and Collection System (OPAC) billing.

D. Subject to the availability of funds, the USDI-BLM agrees to make payments within 30 days of the receipt of an invoice for services rendered by the FAA under this agreement. Payments shall be submitted to:

Federal Aviation Administration
Commercial & Cost Accounting Branch , AWP-28A
P. O. Box 92007
Los Angeles, CA 90009-2007

(310) 725-7306

TIN: 73-0588925

E. Nothing herein shall be considered as obligating the USDI-BLM or FAA to expend or as involving the United States in any contract or other obligation for future payment of money in excess of funding approved and made available for payment, except for the services requested for each fire incident.

F. The USDI-BLM funding under this Agreement is not available for reimbursement of FAA purchase of equipment.

ARTICLE VII - FUNDS

The representative whose signature appears on this document verifies that USDI-BLM funds for reimbursement to the FAA are available for the services to be provided by FAA.

ARTICLE VIII - AMENDMENT

Any amendment, modification or change to this Agreement shall be valid and effective only if in writing and executed by the representative of the FAA and the USDI-BLM subscribing below, or by duly authorized representatives occupying the same or equivalent positions. The modification shall cite the Agreement number and set forth the exact nature of the amendment/change/modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement.

ARTICLE IX - LIABILITY

A. With regard to any liability which may arise from this Agreement, each party expressly agrees that it shall be solely and exclusively liable for the negligence of its own agents, officers, and/or employees, in accordance with applicable law, and that neither party looks to the other to save or hold it harmless for the consequences of any negligence on the part of one of its own agents, officers, and/or employees.

B. Except for damage to or destruction of FAA property caused by the FAA or any FAA personnel, the USDI-BLM agrees to reimburse the FAA for any damage to or destruction of FAA property arising out of work under this Agreement.

ARTICLE X - DISPUTES

The FAA and the USDI-BLM agree that in the event of a dispute between the parties pursuant to this Agreement, and to the extent that such a dispute concerns laws and or regulations specifically applicable to the FAA, the FAA Contracting Officer shall make the final decision.

ARTICLE XI - TERM AND TERMINATION

A. The term of this Agreement shall commence on the date of last signature and shall continue for a period not to exceed 5 years from the date of last signature to this Agreement, unless amended to extend the term.

B. This Agreement may be terminated by mutual consent at any time, or unilaterally, provided a 30-day notice is given, in writing, to the other party by the withdrawing party.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be effective by signature of their duly authorized officers below.

FEDERAL AVIATION ADMINISTRATION
WESTERN-PACIFIC REGION

USDI - BUREAU OF LAND MANAGEMENT
NEVADA STATE OFFICE

By: *Janett P. Nelson*
Title: Contracting Officer
Date: Feb - 23 2001

By: *William S. Robinson*
Title: Procurement Analyst
Date: 2-20-01

APPENDIX I

POINTS OF CONTACT FACILITIES

Area 1 Sacramento TRACON	919-5151 (916) 922-9511 ext. 222
Area 3 Las Vegas TRACON	(702) 262-5900

REGIONAL OPERATIONS CENTER (ROC)

If there is no answer at the above listed numbers, call ROC at (310) 725-3300 and ask for a phone patch to the desired facility.

WESTERN-PACIFIC REGION

