

**FEDERAL REIMBURSABLE AGREEMENT**  
**Exhibit A: Statement of Work**

**BETWEEN**

**DEPARTMENT OF TRANSPORTATION**  
**FEDERAL AVIATION ADMINISTRATION**

**AND**

**THE U.S. FOREST SERVICE (FS)**  
**OF THE**  
**UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)**

**WHEREAS**, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which another agency of the Federal government U.S. Forest Service (FS) of the United States Department of Agriculture (USDA) requires, has funds available for, and has determined should be obtained from the FAA;

**WHEREAS**, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the U.S. Forest Service while helping to advance the FAA's mission;

**NOW THEREFORE**, the FAA and the U.S. Forest Service mutually agree as follows:

**ARTICLE 1. Parties**

The Parties to this Agreement are the FAA and U.S. Forest Service (FS) of the United States Department of Agriculture (USDA).

**ARTICLE 2. Type of Agreement**

This Agreement is an Interagency Agreement authorized as specified in Article 13.

**ARTICLE 3. Scope**

A. The purpose of this Agreement between the FAA and the FS is for the FAA to provide a Mobile Airport Traffic Control Tower (MATCT) and air traffic control services to support wildland fire management and suppression efforts.

Fire management and suppression in the Nation's wildland is an on-going concern to State and Federal Agencies and the American public. Critical to the success of

managing and suppressing wildland fires is the mutual cooperation that exists between the U.S. Forest Service (FS), and the Federal Aviation Administration (FAA), Central Service Area (CSA). The FAA CSA supports, either entirely or portions of the following (see attached map):

Arkansas (AR)	Michigan (MI)	Ohio (OH)
Arizona (AZ)	Minnesota (MN)	Oklahoma (OK)
Illinois (IL)	Missouri (MO)	Pennsylvania (PA)
Indiana (IN)	Mississippi (MS)	South Dakota (SD)
Kansas (KS)	North Dakota (ND)	Texas (TX)
Kentucky (KY)	New Mexico (NM)	Wisconsin (WI)
Louisiana (LA)	New York (NY)	Wyoming (WY)
Maryland (MD)		

Other states or portions of states not supported by CSA shall be addressed by separate reimbursable agreements with the FAA's Eastern Service Area (ESA) or Western Service Area (WSA).

The U.S. Forest Service is responsible for the stewardship and protection of lands owned or held in trust by the United States or under the jurisdiction of state agencies.

Management and suppression of a major wildland fire frequently requires the use of a strategically situated uncontrolled airport or site to serve as the staging area for aerial support activities. Temporary Towers should be activated if doing so will enhance aviation safety. Situations that increase the hazards to both participating and nonparticipating aircraft may include:

- a. Incident Operations being conducted from, or in proximity to, an uncontrolled airport; or,
- b. A high volume of aircraft traffic anticipated in close proximity to each other; or,
- c. A high frequency of non-incident aircraft using common airspace; or,
- d. Special events being conducted adjacent to the incident or at the airport where incident aircraft are operating; or,
- e. Weather (primarily visibility) conditions such that flight operations would be enhanced through use of certified controllers; or,
- f. Risk assessment of involved airspace indicates the need for Air Traffic Control.

Additionally, mass deployment of personnel, supplies, and equipment by large numbers of aircraft congests airspace at the airport or site in use. The U.S. Forest Service recognizes the temporary need for FAA Air Traffic Control (ATC) services to manage the immediate increase of air traffic density at an uncontrolled airport. The U.S. Forest Service agrees to enter into an agreement with the FAA to provide a Mobile Airport Traffic Control Tower (MATCT) and air traffic control services on short notice.

**Note: Temporary Towers are only for ingress and egress to and from an airport or helibase. The Air Traffic Controllers give advisories and do NOT manage any airspace, including the airspace within a TFRs.**

The FAA is legally mandated to honor its commitment to keep the National Airspace System (NAS) operating safely and efficiently. In accordance with this mandate, the FAA will make a commitment to provide air traffic control services when requested by the U.S. Forest Service under the terms of this agreement. The U.S. Forest Service recognizes this mandated function of the FAA and the critical importance of the agency's role in wildland fire management.

This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

**FAA to provide a Mobile Airport Traffic Control Tower (MATCT) and air traffic control services to CSA supported States on emergency or immediate basis to support Wildland Fire Management.**

B. The FAA will perform the following activities:

1. Provide an FAA Mobile Airport Traffic Control Tower (MATCT) and/or other necessary equipment in support of the requested services. FAA personnel will transport, assemble, disassemble, and maintain the FAA MATCT. FAA equipment is subject to availability at the time of requested service.
2. Provide air traffic control services to support the U.S. Forest Service management effort. Services are subject to the availability of qualified FAA personnel needed at the time of requested service.
3. Provide adequate staffing of certified air traffic control and airway transportation system specialists. The FAA or vendor will determine the staffing and the rotation schedule of all involved based on the request identified in the resource order and the Temporary Tower Request Form.
4. Provide air traffic control services for aircraft operating at the staging airport or heliport.

5. Provide radio frequencies for use in the service area.
  6. Ensure the appropriate Notice to Air Missions (NOTAMs) are issued and cancelled for the airport or heliport.
  7. Retain the prerogative to terminate all or any part of the temporary airport traffic control services provided to the U.S. Forest Service should the FAA determine a requirement of higher priority dictating the recall of all or a portion of its personnel and/or traffic control equipment.
  8. Provide a point of contact (POC) for requesting the services within this agreement. The FAA Southwest (ASW) Regional Operations Center (ROC) is the CSA POC for temporary tower deployment. Contact information is listed in Article 4 of this document. The ASW ROC is available 24 hours continuously and will be responsible for initiating internal FAA coordination for temporary tower and personnel deployment.
- C. The U.S. Forest Service will perform the following activities:
1. Provide funding for all activities outlined in this Agreement
  2. Determinations and procedures for on-site support of FAA air traffic control services can be viewed in the Interagency National Wildfire Coordinating Group (NWCG) Standards for Airspace Coordination in Chapter 11 located at: <https://www.nwcg.gov/publications>. Once determined, submit the following to request the MATCT and Air Traffic Control services:
    - a. Requests through a Resource Order and the Temporary Tower Request Form may be forwarded to the FAA's ASW Regional Operations Centers (ROC).
  3. Provide the following operational support associated with on-site air traffic control support:
    - a. Provide support equipment: i.e. binoculars, anemometer, compass, weather equipment (wind/temperature/barometric pressure, etc.), wind sock, 24 hour clocks, and other equipment as necessary. The equipment checklist is available in Chapter 11 of the NWCG Standards for Airspace Coordination.
    - b. Provide utility hook-ups or engine generator (EG) fuel at Wildland Fire Agencies cost, or reimburse the FAA for the EG fuel costs for the temporary tower.
  4. Provide the following logistical support associated with on-site air traffic control support:

- a. Restroom facilities for personnel on-duty at the temporary tower site.
  - b. Shelter from the elements to reduce fatigue and improve safety conditions while the FAA personnel are working. Consider providing a heliport or airbase operations trailer when available.
  - c. On-site safety-related instruction and reasonable protection to FAA personnel assigned to temporary towers in fire areas.
  - d. Cellular service or Wi-Fi (if available)
  - e. Copy and scanning services either at the heliport, airport or incident base.
5. Reimburse the FAA for the following activities associated with on-site air traffic control support:
- a. Costs associated with responsibilities and activities the FAA provides in Article 3, paragraph B of this agreement.
  - b. Costs incurred by FAA duty locations specifically identified in the Temporary Tower Request Form requesting the services under this agreement.
  - c. Costs above base salary to include overtime incurred by the FAA personnel as needed by rotation and duty day limitation in the Temporary Tower Start-Up and Emergency Checklist
  - d. Costs for FAA Technical Operations logistical support equipment and service to ensure initial and sustained ATC operations for the duration of the request.
  - e. Costs for replacement equipment or equipment parts that become damaged or fail due to on-site incident conditions.
  - f. All travel costs and lodging expenses as consistent with the Federal Travel Regulation (FTR) policies. Rental vehicles, or privately owned vehicle (POV) mileage are authorized for FAA personnel due to the requirement to transport a substantial amount of equipment in order to perform on-site duties.
  - g. Miscellaneous office supplies and equipment necessary to accomplish on-site support, as appropriate and identified in Temporary Tower Supplies Checklist in Chapter 11 of the NWCG Standards for Airspace Coordination

## **ARTICLE 4. Points of Contact**

### **A. FAA:**

1. The Central Service Center, Planning & Requirements Group will provide administrative oversight of this Agreement. Miguel Negrete is the Lead Planner and liaison with the U.S. Forest Service and can be reached at (817) 222-4619 or via email at [miguel.negrete@faa.gov](mailto:miguel.negrete@faa.gov). This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. The FAA Regional Operations Center will be the primary office to receive requests 24 hours a day for the agency to perform the scope of work included in this Agreement. The Operations Officer on duty is the initial lead and the initial liaison with the U.S. Forest Service and can be reached at (817) 222-5006 or via email at [9-CSA-ROC@faa.gov](mailto:9-CSA-ROC@faa.gov). This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.

#### **FAA Regional Operations Center**

Southwest Region  
Regional Operations Center (ROC)  
24 x 7 Contact Point  
Telephone: (817) 222-5006  
Email: [9-CSA-ROC@faa.gov](mailto:9-CSA-ROC@faa.gov)

3. FAA Contracting Officer: The execution, amendment, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, Brad Logan, who can be reached at (817) 222-4395 or via email at [brad.logan@faa.gov](mailto:brad.logan@faa.gov).

### **B. U.S. Forest Service:**

#### **Agreement POC**

USDA, U.S. Forest Service  
Washington Office, S&PF  
Attn: Sarah Russell  
3833 S. Development Ave  
Boise, ID 83705  
Telephone: (208) 387-5641  
Email: [sarah.russell@usda.gov](mailto:sarah.russell@usda.gov)

#### **Accounting POC**

USDA, U.S. Forest Service  
Albuquerque Service Center  
Attn: Payments-Grants and  
Agreements  
101B Sun Ave NE  
Albuquerque, NM 87109  
Telephone: (877) 372-7248  
Email: [sm.fs.asc\\_ga@usda.gov](mailto:sm.fs.asc_ga@usda.gov)

**Program POC**

USDA, Forest Service

Washington Office, S&PF

Attn: Kim Owczarzak

3833 S. Development Ave

Boise, ID 83705

Telephone: (208) 387-5567

Email:

[Kimberley.owczarzak@usda.gov](mailto:Kimberley.owczarzak@usda.gov)

**ARTICLE 5. Non-Interference with Operations – Not Applicable**

**ARTICLE 6. Property Transfer- Not Applicable**

**ARTICLE 7. Estimated Costs**

The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
FY 2023 – October 1, 2022 through September 30, 2023	\$576,135.05
FY 2024 – October 1, 2023 through September 30, 2024	\$576,135.05
FY 2025 – October 1, 2024 through September 30, 2025	\$576,135.05
FY 2026 – October 1, 2025 through September 30, 2026	\$576,135.05
FY 2027 – October 1, 2026 through September 30, 2027	\$576,135.05
<b>TOTAL ESTIMATED COST</b>	<b>\$2,880,675.25</b>

The Yearly estimated FAA costs associated with this project (based on three missions per year and deployment from Independence, Missouri) are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
<b>Labor</b>	
WB4050 Construction	\$379,011.36
Labor Subtotal	\$379,011.36
Labor Overhead	\$60,010.13
<b>Total Labor</b>	<b>\$439,021.49</b>
<b>Non-Labor</b>	
WB5110 - Infrastructure Support	\$126,957.00
Non-Labor Subtotal	\$126,957.00
Non-Labor Overhead	\$10,156.56
<b>Total Non-Labor</b>	<b>\$137,113.56</b>
<b>THREE MISSION TOTAL ESTIMATED COST</b>	<b>\$576,135.05</b>

**ARTICLE 8. Period of Agreement and Effective Date**

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the U.S. Forest Service and a refund is sent or payment is received as provided for in Article 9, Section A of this Agreement. This agreement will not extend more than five fiscal years beyond its effective date.



## **ARTICLE 9. Reimbursement and Accounting Arrangements**

- A. The U.S. Forest Service will reimburse the FAA on a monthly basis upon receipt of billing for all actual costs allowable and allocable to this Agreement. The FAA will collect payment via the Bureau of the Fiscal Service Intra-Governmental Payment and Collection (IPAC) system. Estimated costs associated with this agreement are defined in Article 7.
- B. Upon completion of the project, a final invoice will be submitted by the FAA to the appropriate payment center within ninety (90) days of completion of service. The U.S. Forest Service will promptly pay any balance of allowable costs.
- C. The U.S. Forest Service can email a funding document to the Contracting Officer or Administrative point of contact in Article 4 of this agreement.
- D. The U.S. Forest Service hereby identifies the financial office to which the FAA will render the final bill or refund for the project costs incurred as:

USDA, U.S. Forest Service  
Albuquerque Service Center  
Attn: Payments-Grants and Agreements  
101B Sun Ave NE  
Albuquerque, NM 87109  
Telephone: (877) 372-7248  
Email: sm.fs.asc\_ga@usda.gov

- E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the U.S. Forest Service immediately. The FAA will also provide the U.S. Forest Service an amendment to the Agreement which includes the FAA's additional costs. Work identified in the amendment cannot start until receipt of a fully executed amended agreement and funding document. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the U.S. Forest Service agrees, provided it has available appropriated funds, to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

## **ARTICLE 10. Changes and Amendments**

Changes and/or amendments to this Agreement will be formalized by an appropriate written amendment that will outline in detail the exact nature of the change. Request for

modification needs to be 60 days prior to needed action. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as an amendment or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

#### **ARTICLE 11. Termination**

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

#### **ARTICLE 12. Order of Precedence**

If attachments are included in this Agreement and in the event of any inconsistency between the attachment and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

- A. United States Government General Terms and Conditions (GT&C), FS Form 7600A
- B. United States Government Order Form, FS Form 7600B
- C. FAA CSA Supported States and Areas

#### **ARTICLE 13. Legal Authority**

This Agreement is entered into under one or more of the following authorities: the Federal Aviation Act of 1958, 49 U.S.C. § 106(l) and 106(m), and Economy Act 31 U.S.C. § 1535. If this Agreement is a joint activity with Department of Defense, 49 U.S.C. § 40121(c)(2) also applies. Under these authorities, the Administrator of the FAA

is authorized to enter into and perform such contracts, leases, cooperative agreements and other transactions as necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator considers appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

#### **ARTICLE 14. Disputes**

Should disagreements 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 or interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

If a dispute related to funding remains unresolved for more than 30 calendar days after the parties have engaged in an escalation of the dispute, disputes will be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 5 (Overall Intra-governmental Transactions (IGT) Processes and General Information).

#### **ARTICLE 15. Warranties**

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

#### **ARTICLE 16. Insurance**

The U.S. Forest Service will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement.

#### **ARTICLE 17. Reserved**

#### **ARTICLE 18. Reserved**

#### **ARTICLE 19. Protection of Information**

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

**ARTICLE 20. Security**

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14.2.1, Contractor Personnel Suitability Requirements are met.

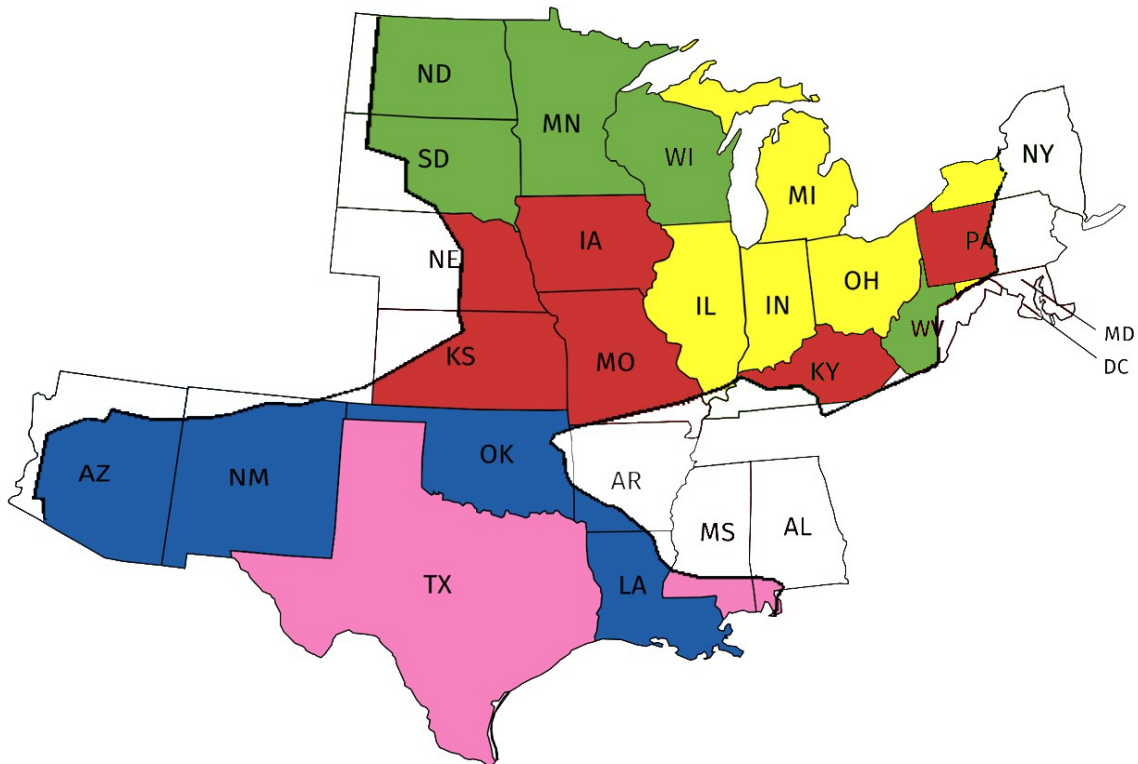
**ARTICLE 21. Reserved**

**ARTICLE 21. Entire Agreement**

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures on the United States Government General Terms and Conditions (GT&C), FS Form 7600A and United States Government Order Form, FS Form 7600B. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the U.S. Forest Service within 120 calendar days after the FAA transmits it to the U.S. Forest Service, the terms contained and set forth in this Agreement shall be null and void. Additionally, the FAA expects this agreement to be funded within 120 days of execution, if funding is not received by that date; the FAA may exercise the right to renegotiate estimated costs.

## ATTACHMENT A

### FAA CSA Supported States and Areas



Arkansas (AR)  
Arizona (AZ)  
Illinois (IL)  
Indiana (IN)  
Kansas (KS)  
Kentucky (KY)  
Louisiana (LA)  
Maryland (MD)

Michigan (MI)  
Minnesota (MN)  
Missouri (MO)  
Mississippi (MS)  
North Dakota (ND)  
New Mexico (NM)  
New York (NY)

Ohio (OH)  
Oklahoma (OK)  
Pennsylvania (PA)  
South Dakota (SD)  
Texas (TX)  
Wisconsin (WI)  
Wyoming (WY)