FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AND

BUREAU OF LAND MANAGEMENT (BLM)

BUREAU OF INDIAN AFFAIRS (BIA)

FISH AND WILDLIFE SERVICE (FWS)

NATIONAL PARK SERVICE (NPS)

OF THE

UNITED STATES DEPARTMENT OF THE INTERIOR

THE FOREST SERVICE (FS)

OF THE

UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)

BLM Agreement No. TBD
BIA Agreement No. TBD
FWS Agreement No. TBD
NPS Agreement No. TBD
FS Agreement No. 18-IA-11132543-024
FAA Agreement No. AJT-OM-WSA-18-001890

for

AIR TRAFFIC CONTROL (ATC) SERVICES AND
TEMPORARY MOBILE AIRPORT TRAFFIC CONTROL TOWER (MATCT)

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the other agencies of the Federal government including: Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA), Fish and Wildlife Service (FWS), National Park Service (NPS) of the United States Department of the Interior, and the Forest Service (FS) of the United States Department of Agriculture (USDA) (Sponsor) require, have funds available for, and have 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 Sponsor while helping to advance the FAA’s mission;
NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties & Introduction

Parties:
The Parties to this Agreement are the FAA and:

- Bureau of Land Management (BLM)
- Bureau of Indian Affairs (BIA)
- Fish and Wildlife Service (FWS)
- National Park Service (NPS) of the United States Department of the Interior
- Forest Service (FS) of the United States Department of Agriculture (USDA)

These Parties will hereinafter be referred to collectively as the “Wildland Fire Agencies”.

Introduction:
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 cooperation that exists between the Bureau of Land Management, the Bureau of Indian Affairs, the Fish and Wildlife Service, the National Park Service, the USDA Forest Service, and the Federal Aviation Administration (FAA), Western Service Area (WSA). The WSA includes the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, Oregon, Utah, Washington, and Wyoming.

This agreement will hereinafter refer to the Federal Aviation Administration as the “FAA,” and the federal Wildland Fire Management agencies will hereinafter be referred to collectively as the “Wildland Fire Agencies.”

The Wildland Fire Agencies are responsible for the stewardship and protection of lands owned or held in trust by the United States or under the jurisdiction of state agencies. 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. Additionally, mass deployment of personnel, supplies, and equipment by large numbers of aircraft congests airspace at the airport in use. Due to the immediate increase of air traffic density at an uncontrolled airport, the Wildland Fire Agencies recognize the temporary need for Air Traffic Control (ATC) services provided by the FAA. The Wildland Fire Agencies agree 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.

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 Wildland Fire Agencies under the terms of this agreement. The Wildland Fire Agencies recognize this mandated function of the FAA and the critical importance of the agency’s role in wildland fire management.
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 Sponsor is to provide a Mobile Airport Traffic Control Tower (MATCT) and air traffic control services to support wildland fire management and suppression efforts.

The objectives of this Agreement are:

1. Identify those services to be exchanged between the FAA and Wildland Fire Agencies
2. Continue and maintain interagency relationships
3. Define roles, responsibilities and fiscal processes of the FAA and the Wildland Fire Agencies

Therefore, this agreement is titled:

**FAA MATCT and ATC Services Supporting Wildland Firefighting**

The following paragraphs list the responsibilities and activities associated with requesting and supporting FAA Mobile Airport Traffic Control Tower (MATCT) and air traffic control services. The list is not all-inclusive but is meant to provide the overall scope of products, services and activities exchanged or requested by the respective agencies. All services undertaken by the FAA and Wildland Fire Agencies under this agreement are subject to the availability of people, equipment and appropriated funds.

B. The FAA will perform the following activities:

1. Provide air traffic control services to support the Wildland Fire Agencies’ management efforts. Services are subject to the availability of qualified FAA personnel needed at the time of requested service.

2. 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.

3. Provide adequate staffing of certified air traffic control and airway transportation system specialists.

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 Airmen (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 Wildland Fire Agencies 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 Northwest Mountain (ANM) Cornerstone Regional Operations Center (ROC) is the WSA POC for temporary tower deployment. Contact information is listed in Appendix A of this document. The ANM ROC is available 24 hours continuously and will be responsible for initiating internal FAA coordination for temporary tower deployment.

C. The Sponsor will perform the following activities:

1. Submit the following to request the MATCT and air traffic control services:
   a. A Resource Order to the Geographical Area Coordination Centers (GACC) to initiate and terminate temporary air traffic services. The GACC will notify the FAA ANM ROC. Procedures for on-site support of FAA air traffic control services can be viewed in the Interagency NWCG Standards for Airspace Coordination in Chapter 11 located at: https://www.nwcg.gov/publications
   b. A Temporary Tower Request form completed and forwarded to the FAA in additional to the Resource Order. The form is located in Chapter 11 of the NWCG Standards for Airspace Coordination.

2. 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.

3. 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 wifi (if available)

e. Copy and scanning services either at the heliport, airport or incident base.

4. 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 related specifically to providing the requested services under this agreement.

c. Costs above base salary to include overtime incurred by the FAA personnel.

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 policies in the Interagency Incident Business Management Handbook for federal employees found at https://www.nwcg.gov/publications. 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 Chapter 11 of the NWCG Standards for Airspace Coordination.

ARTICLE 4. Points of Contact – See Appendix A

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:

FY 2020 – October 1, 2019 through September 30, 2020 $1,200,000
FY 2021 – October 1, 2020 through September 30, 2021 $1,200,000
FY 2022 – October 1, 2021 through September 30, 2022 $1,200,000
FY 2023 – October 1, 2022 through September 30, 2023 $1,200,000
FY 2024 – October 1, 2023 through September 30, 2024 $1,200,000

Agreement Total – $6,000,000

ARTICLE 8. Period of Agreement and Effective Date

Provided this agreement is signed prior to October 1, 2019, this agreement will become effective October 1, 2019. If the agreement is not signed prior to October 1, 2019, 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 Sponsor 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 beyond September 30, 2024.

ARTICLE 9. Reimbursement and Accounting Arrangements

A. Billing and collection procedures will follow the Intra-Governmental Payment and Collection (IPAC) system process.

B. Wildland Fire Suppression Activities: Obligation of funds and reimbursement of expenditures under this subsection are under the Economy Act (31 U.S.C. 1501). Total reimbursable costs are estimated at $1,200,000.00 per fiscal year. In the event this amount is insufficient for a particular fiscal year, this Agreement may be modified to increase the amount of funding, subject to the availability of funds. This Agreement is automatically implemented by reference into any Resource Order that is issued under it, constituting a binding obligation. The Wildland Fire Agencies will take appropriate steps to ensure the funds will be available when the obligations are recorded. The recording of the obligations will occur upon the receipt of the billing/expenditures invoice by the applicable Wildland Fire Agency from the FAA. The billing invoice, inclusive of copies of this Agreement or reference to its applicable document number(s), the Resource Order(s) copy, and expenditure documentation, will define the specific services, supplied goods and costs for each order, and subsequent obligation and payment by the applicable jurisdictional Wildland Fire Agency.

1. The FAA will request reimbursement payments for suppression-related activities by submitting billing invoices, a copy of the Resource Orders that defined the requested services and goods, and the expenditure back-up documentation to the responsible jurisdictional Wildland Fire Agency. The FAA will charge an indirect/administrative overhead rate commensurate with their annual approved rate on all invoiced charges. The following information is required for payment requests:
a. The fire name, jurisdictional unit, and incident number (this information is on the copy of the Resource Order).

b. Applicable support documentation requirements, e.g., copy of FAA’s expense spreadsheet, and required agency data elements.

c. A copy of this Agreement complete with signatures, or the agency’s agreement document number for subsequent billings.

d. Identification of FAA’s financial contact (see Appendix A).

e. The FAA will submit Intra-government Payment and Collection (IPAC) billings, to the appropriate payment center, within ninety (90) days of completion of service.

2. It is the responsibility of the requesting agency/office to develop and process a unilaterally signed funding document (containing the necessary elements of a U.S. Government funding document), or as otherwise authorized through the individual agencies’ policies, to obligate funds and provide a signed/executed original of the funding document to the FAA Contracting Officer. The funding document should list the following elements:

   a. Department
   b. Agency
   c. Office
   d. Obligation number
   e. Agency Locator Code (ALC)
   f. Data Universal Numbering Sys. (DUNS)
   g. Tax Identification number (TIN)
   h. Treasury Appropriation Funding Symbol (TAFS)
   i. Trading Partner Code
   j. Accounting Classification
   k. POC information for the Finance POC as well as the Program

Note: DOT form 2300 1a is an acceptable form to capture these elements.

It is also the responsibility of the requesting agency/office to:

   a. Conduct any required verification of costs, authorization of expenditures and reconciliation of payment.
   b. Provide the document number of the funding obligation, required agency data elements and billing instructions to the FAA office that provided the service.
   c. Provide information to FAA regarding which payment center will process the billings.
C. The Reimbursable Receipt Team is identified by the FAA as the billing office for this Agreement. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can email a funding document to the Contracting Officer or Administrative point of contact in Article 4 of this agreement or mail the payment to the address shown below. When submitting funding by mail, the Sponsor must include a copy of the executed Agreement and the full advance payment. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS or overnight method is:

Federal Aviation Administration  
Reimbursable Receipts Team  
800 Independence Ave S.W.  
Attn: Rm 612  
Washington D.C. 20591  
Telephone: (202) 267-1307

D. The Project Sponsor Accounting Point of Contact identified in Appendix A; the financial office to which the FAA will render the final bill or refund for the project costs incurred.

E. The cost estimates contained in Article 7 expect to be the maximum costs associated with this Agreement. The agreements estimated costs may be amended to recover the FAA’s actual costs. If during the course of this Agreement actual costs exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement, which will include 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 Sponsor agrees 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. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The BLM is designated as the agency responsible for all administrative oversight and preparation of modifications to this agreement. 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. The amendment(s) shall not take effect until documented and signed by authorized signatories for the agencies.

ARTICLE 11. Termination

Any signatory may terminate their participation in this Agreement by written notice to all other signatories at any time before the date of expiration upon thirty (30) days written notice of such termination. The remaining signatories may continue the provisions of this Agreement as long as the FAA remains a signatory.

Nothing herein is intended to conflict with current DOT, DOT/FAA, USDA or DOI directives. If the terms of this Agreement are inconsistent with existing directives of either of the agencies entering into this Agreement, then those portions of the Agreement that are determined to be inconsistent shall be invalid but the remaining terms and conditions not affected by the inconsistency shall remain in full force and effect. At the first opportunity for review of the Agreement, all necessary changes will be accomplished either by an amendment to this Agreement or by entering into a new agreement, whichever is deemed expedient to the interest of all Parties.

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. This Agreement
B. The attachments

ARTICLE 13. Legal Authority

This Agreement is entered into under the authority of;
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 10.

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. Availability of Appropriated Funds

The signatory agencies enter into this Agreement under the authority of the Economy Act (31 U.S.C.1535); and their respective organic and appropriation acts.

The ability of the parties to carry out their responsibilities under this Agreement is subject to their respective funding procedures and the availability of appropriated funds. Should any party encounter budgetary shortfalls that may affect the activities to be carried out under this Agreement, that party will provide timely notification to the other party in writing.

The signatory agencies recognize that, given the current administrative process for payments for fire suppression activities, it is not feasible to obligate the full amount of funds that may be required pursuant to this Agreement, because this Agreement does not constitute a binding obligation under 31 U.S.C. 1501 and since it cannot anticipate the specific goods or services for which payment will be requested, the individual payment amounts, or the responsible jurisdictional wildland fire management agency in each future case. This information can only be provided by Resource Orders executed when the goods or services are requested. At the same time, the signatory agencies recognize that Resource Orders are insufficient to constitute a binding obligation under the statute because there is no evidence of intent to be bound, no authorized signatures are present, and no legal authorities are cited, however, these requirements are satisfied by this Agreement. The two documents, when taken together, contain all the elements required for a contingent liability obligation under the statute. Hence, the signatory agencies agree that this Agreement shall automatically be incorporated by reference into any Resource Orders issued under it for air traffic control services and products, and that an obligation of funds will occur by the responsible agency at the time the FAA presents a
copy of this Agreement and the Resource Orders for payment.

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, Contractor Personnel Suitability Requirements are met.
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 below. 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 Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void.

AGREED:

Clark Desing, Director
Western Service Center
Department of Transportation,
Federal Aviation Administration

Date
June 4, 2019

Bradley K. Logan, Contracting Officer
Acquisitions
Western Service Center
Department of Transportation,
Federal Aviation Administration

Date
June 4, 2019

Danielle Bohn, Agreements Specialist
Acquisition Management, Fire & Aviation Business Branch
Department of Agriculture, Forest Service

Date
June 4, 2019

Shawna Logarza, Director
Fire and Aviation Management
Dept. of Agriculture, Forest Service

Date
June 4, 2019

Diane Barker, Contracting Officer
National Interagency Fire Center
Dept. of Interior, Bureau of Land Management

Date

Robin White, Administrative Officer
Department of Interior, Bureau of Indian Affairs

Date
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**DIANE BARKER**

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<td>Shawna Legarza, Director</td>
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<td>ROBIN WHITE</td>
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Agreement Number
AJT-OM-WSA-18-NM-001890

William Kåage, Division Chief 5/30/19
Deborah Bidaburu, Date
Administrative Branch Chief

Fire and Aviation Management
Dept. of Interior, National Park Service

Chris Wilcox, Chief Date
Branch of Fire Management
Dept. of Interior, Fish and Wildlife Service

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William Kaage, Division Chief
Fire and Aviation Management
Dept. of Interior, National Park Service

Deborah Bidaburu,
Administrative Branch Chief,
acting
Fire and Aviation Management
Dept. of Interior, National Park Service

Chris Wilcox, Chief
Branch of Fire Management
Dept. of Interior, Fish and Wildlife Service

Date 3/29/19

Federal Reimbursable Agreement Non-Advance Pay Template V86 November 16, 2018 Page 13 of 15
APPENDIX A

The Points of Contact are responsible for coordinating the current year operations and determine necessary changes, an annual review of the currency and adequacy of this Agreement among the signatories. Changes to the Points of Contact can be made by written notification to the participating agencies.

**Federal Aviation Administration (FAA)**

<table>
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<tr>
<th>Agreement/Contracting POC</th>
<th>Accounting POC</th>
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<tbody>
<tr>
<td>Acquisitions (AAQ-520)</td>
<td>FAA Mike Monroney Aeronautical Center</td>
</tr>
<tr>
<td>Attn: Brad Logan</td>
<td>AMK-322, Reimbursable Receipt Team</td>
</tr>
<tr>
<td>10101 Hillwood Pkwy</td>
<td>6500 S. MacArthur Blvd.</td>
</tr>
<tr>
<td>Fort Worth, TX 76177</td>
<td>Oklahoma City, OK 76169</td>
</tr>
<tr>
<td>Telephone: (817) 222-4395</td>
<td>Telephone: (405) 954-3771</td>
</tr>
<tr>
<td>Email: <a href="mailto:brad.logan@faa.gov">brad.logan@faa.gov</a></td>
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<tr>
<th>FAA Regional Operations Center</th>
<th>FAA Operations Support Group</th>
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<tr>
<td>FAA Northwest Mountain</td>
<td>Byron Chew, Team Manager</td>
</tr>
<tr>
<td>Regional Operations Center (ROC)</td>
<td>2200 S. 216th St</td>
</tr>
<tr>
<td>24 x 7 Contact Point</td>
<td>Des Moines, WA 98198</td>
</tr>
<tr>
<td>Telephone: (206) 231-2089</td>
<td>Telephone: (206) 231-2223</td>
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<tr>
<td>Email: <a href="mailto:9-ANM-ROC@faa.gov">9-ANM-ROC@faa.gov</a></td>
<td>Email: <a href="mailto:byron.chew@faa.gov">byron.chew@faa.gov</a></td>
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| FAA Reimbursable Agreement Planner |  |
|------------------------------------|  |
| Andrew Edstrom, Lead Planner       |  |
| WSC Planning & Requirements Group  |  |
| 2200 S. 216th St                   |  |
| Des Moines, WA 98198               |  |
| Telephone: (206) 231-2841          |  |
| Email: andrew.edstrom@faa.gov      |  |

**Forest Service (FS)**

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<td>Attn: Danielle Bohn</td>
<td>Attn: Incident Finance Branch</td>
</tr>
<tr>
<td>3833 S. Development Ave</td>
<td>5141 Masthead Street</td>
</tr>
<tr>
<td>Boise, ID 83705</td>
<td>Albuquerque, NM 87109</td>
</tr>
<tr>
<td>Telephone: (208) 387-5616</td>
<td>Telephone: (877) 372-7248</td>
</tr>
<tr>
<td>Email: <a href="mailto:daniellelbohn@fs.fed.us">daniellelbohn@fs.fed.us</a></td>
<td>Email: <a href="mailto:asc_acct_ops@fs.fed.us">asc_acct_ops@fs.fed.us</a></td>
</tr>
</tbody>
</table>
Bureau of Indian Affairs (BIA)

Agreement/Contracting POC
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Bureau of Land Management (BLM)

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Fish and Wildlife Service (FWS)

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