Agreement Number
AJT-OA-WSA-13-S082

FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AND

BUREAU OF LAND MANAGEMENT

BUREAU OF INDIAN AFFAIRS

FISH AND WILDLIFE SERVICE

NATIONAL PARK SERVICE
OF THE
UNITED STATES DEPARTMENT OF THE INTERIOR

THE FOREST SERVICE
OF THE
UNITED STATES DEPARTMENT OF AGRICULTURE

BLM Agreement No. L13PG00114
BIA Agreement No. A13PG00024
FWS Agreement No. FF09R22000-D-2001
FS Agreement No. 13-IA-11130206-027
NPS Agreement No. G9560130027
FAA Agreement No. AJT-OA-WSA-13-S082
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 agency of the Federal government listed (Sponsor) 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 Sponsor while helping to advance the FAA's mission;

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

ARTICLE 1. 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 National 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 herein after 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. 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 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 and authorities

This Agreement between Federal Agencies is authorized as specified in Article 13. The authorities for this agreement are:

- Economy Act of June 30, 1932, as amended (31 U.S.C. 1535)
- Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.)
- National Park Service Organic Act of August 1916 (16 U.S.C. 1)
- National Wildlife Refuge Administration Act of June 27, 1998 (16 U.S.C. 668dd)
- National Indian Forest Resources Management Act of 1990 (25 U.S.C. 3101 et seq.)
- National Forest Management Act of 1976, as amended (16 U.S.C. 1600-1614)
- 49 U.S.C. 106 (l) and (m)

ARTICLE 3. Scope

A. The purpose of this Agreement between the FAA and the Sponsor is to identify the services, and sets forth the terms and conditions, under which the FAA will continue to provide air traffic control services and equipment to support the Wildland Fire Agencies' management 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 Fire Suppression Activities

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 when requested by the Wildland Fire Agencies:

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:

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 Airspace Coordination Guide in Chapter 11 located at www.airspacecoordination.net .

b. A Temporary Tower Request form completed and forwarded to the FAA in addition to the Resource order. The form is located at www.airspacecoordination.net under "forms".

c. 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 Interagency Airspace Coordination Guide at www.airspacecoordination.net.

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.

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, http://www.nwcg.gov/pms/pubs/iibmh. 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 as appropriate and identified in the Chapter 11 of the Interagency Air Space Coordination Guide necessary to accomplish on-site support at www.airspacecoordination.net.

D. Jointly, the Wildfire Agencies and the FAA will perform the following activities:

FAA and Wildland Fire Agencies participate in interagency group meetings or teleconferencing to review the status of the current year operations and determine necessary changes. The Bureau of Land Management (BLM) will normally coordinate and sponsor a pre-fire season meeting and FAA will coordinate a post-fire season meeting.

1. Pre-season meeting actions:

   a. Ensure that appropriate levels of communication are taking place prior to start of fire season.

   b. Make updates to and disseminate (agency) points of contact list that is separate from this agreement, as warranted.

   c. Address training needs and scheduling classes, as needed.

   d. Update operational procedures documents, as needed and appropriate.

   e. Estimate the costs and determine the recommended services and responsibilities among the partnering agencies for the out-year

2. Post-season meeting actions:

   a. Conduct a post season meeting either on site or by teleconferencing, or by other means to review the coordinated actions of the prior season and share any "lessons learned" and suggested improvements to the overall process.

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

FY 2014 – October 1, 2013 through September 30, 2014 $2,500,000
FY 2015 – October 1, 2014 through September 30, 2015 $2,500,000
FY 2016 – October 1, 2015 through September 30, 2016 $2,500,000
FY 2017 – October 1, 2016 through September 30, 2017 $2,500,000
FY 2018 – October 1, 2017 through September 30, 2018 $2,500,000

ARTICLE 8. Period of Agreement and Effective Date

This Agreement supersedes and nullifies any previous agreements between the parties on the subject matter. The effective date of this Agreement will commence upon full execution of the final signature by the identified signatory agencies, and will include appropriate accrued costs for continuation of service effective October 01, 2013, and shall remain in effect through September 30, 2018, or until such time as the Reimbursable Agreement is terminated by mutual agreement. This agreement supersedes a previous agreement that ends September 30, 2013. This Agreement shall be reviewed by all participants to determine its suitability for renewal, revision, or termination in accordance with Article 11. If this Agreement is extended, the extension must be in writing, and approved and signed by authorized signatories for the agencies.

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 $2,500,000.00 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 incorporated by reference into any Resource Order that is issued under it, constituting a binding obligation. The Wildland Fire Agencies warrant that they will 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. IPAC billings are to be submitted to the appropriate payment center by the FAA 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 issuing agency's Agency Locator Code (ALC). 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

ARTICLE 10. Changes and Modifications

Any signatory agency may initiate the modification of 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. The BLM is designated as the agency responsible for all administrative oversight and preparation of modifications to this agreement. The modification(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. Full credit shall be allowed for each affected party's expense and all non-cancelable obligations properly incurred up to the effective date of 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 the Federal Aviation Act of 1958, 49 U.S.C. § 106(l) and 106(m), and 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.

ARTICLE 14. Disputes

Should disagreement arise on the interpretation of the provisions or implementation of this agreement, the dispute shall be resolved pursuant to the Business Rules for Intragovernmental Transactions delineated in the Treasury Financial Manual, Vol.1, Part 2, Chapter 4700, Appendix 10, Section VII (Resolving Intra-governmental Disputes and Major Differences).

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 Wildland Fire Agencies' funding is identified as no-year funding.

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 (January 2011) 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 modification to this Agreement, the terms of such modification 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 modifications 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.

Signatories:

This Agreement shall be effective with and upon full execution of the final signature by the identified signatory agencies, and it will remain in effect until September 30, 2018, or until such time as the Agreement is modified or terminated by mutual agreement.

Ronald G. Beckerdite, Director — Date: 7/16/13
Western Service Center
DOT, Federal Aviation Administration

Erlinda Williams for David M. Klinger, Contracting Officer — Date: 7/16/13
Western Service Area, Acquisition Gp. - LA
DOT, Federal Aviation Administration

Timothy M. Murphy, Deputy Assistant Director — Date
Fire and Aviation (Boise)
DOI, Bureau of Land Management

7/10/13

Julie Visser, Supervisory Procurement Analyst — Date
Bureau of Land Management- Fire and Aviation (Boise)

7/10/13

John Segar, Chief — Date
Branch of Fire Management
DOI, Fish and Wildlife Services

6/6/13

SIGNED ON PAGE 12(A) ATTACHED

Michael Coghill, Contracting Officer — Date
Fish and Wildlife Services – Division of Contracts
And Facilities Management

06-06-13

Lyle Carlile, Director — Date
Branch of Fire Management
DOI, Bureau of Indian Affairs

SIGNED ON PAGE 12(B) ATTACHED

Byron J. Green, Contracting Officer — Date
Bureau of Indian Affairs - Branch of Fire Management

6/6/13

Tom Nichols, Acting Division Chief — Date
Division of Fire and Aviation
DOI, National Park Service

Sheila Williams — 5/31/2013

Sheila Williams, Agreement Specialist
National Park Service – Washington Office
Date

6/6/13

Stephen A. Gage, Assistant Director, Operations
Fire and Aviation Management
USDA, Forest Service
Date

6/5/13

Danielle Price, Grants and Agreement Specialist
USDA, Forest Service
Date

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.

FAA:
FAA Northwest Mountain
Regional Operations Center (ROC)
24 x 7 Contact Point
425-227-1999
9-ANM-ROC@faa.gov

Operations Support Group Contact
Bill Nugent
Western Service Center
1601 E. Valley Rd.
Renton, WA 98057
Mail Address:
FAA Northwest Mountain Regional Office
1601 Lind Ave. S.W.
Renton, WA 98057
425/203-4518 Office
425/203-4580 Fax
425/870-0091 Cell
Bill.Nugent@faa.gov
Alternate:
Vered Lovett
Tactical Operations Team Manager
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Renton, WA 98057
Mail Address:
FAA Northwest Mountain Regional Office
1601 Lind Ave. S.W.
Renton, WA 98057
425/203-4550 Office
425/203-4580 Fax
206/696-5392 Cell
vered.lovett@faa.gov

Wildland Fire Agencies
Technical Contact
National Airspace Program Manager
USFS/BLM Julie J. Stewart
333 SW First Avenue (Shipping)
PO Box 2965
Portland OR 97204
503/808-6728- Office
503/780-0097 – Cell
j5stewar@blm.gov

Agreement/Contracting Contact
Grants and Agreements Specialist
Ron Smith
Bureau of Land Management, Fire &Aviation
3833 S. Development Avenue
Boise ID 83705-5354
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208/387-5574 – Fax
ronaldsmith@blm.gov

Contracting Contact
Procurement Analyst
Julie Visser
Bureau of Land Management, Fire &Aviation
3833 S. Development Avenue
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208/387-5574 – Fax
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Agreement/Contracting Contact
David M. Klinger
Western Logistics Service Area
Acquisition Group – Los Angeles
P.O. Box 92007/FAA/AWP-52
Los Angeles, CA 90009-2007
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310-725-6842 Fax
david.klinger@faa.gov

(Acting) Administrative Manager
Bobbe Bilyeu
USDA Forest Service
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Western Service Area – Business Services
WSA Reimbursable Agreements
Financial Analyst
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Agreement Contact
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Grants and Agreement Specialist
3833 S. Development Ave.
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Western Service Area Planning and Requirements
Planning Specialist
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425/203-4698 Office
425/203-4624 Fax
paul.holmquist@faa.gov

Contracting Contact

Contracting Officer
Byron J. (BJ) Greene, Jr.
Bureau of Indian Affairs
Division of Acquisitions
Reston VA 20191
703/390-6491-Office
703/390-6582-Fax
byron.greene@bia.gov

Timothy M. Murphy, Deputy Assistant Director — Date
Fire and Aviation (Boise)
DOI, Bureau of Land Management

Julie Visser, Supervisory Procurement Analyst — Date
Bureau of Land Management- Fire and Aviation (Boise)

John Segar, Chief — 6/6/13 Date
Branch of Fire Management
DOI, Fish and Wildlife Services

Michael Coghill, Contracting Officer — 6/04/13 Date
Fish and Wildlife Services – Division of Contracts
And Facilities Management

for Lyle Carlile, Director — 06-06-13 Date
Branch of Fire Management
DOI, Bureau of Indian Affairs

Byron J. Green, Contracting Officer — Date
Bureau of Indian Affairs - Branch of Fire Management

Tom Nichols, Acting Division Chief — 6/6/13 Date
Division of Fire and Aviation
DOI, National Park Service

Timothy M. Murphy, Deputy Assistant Director — Date
Fire and Aviation (Boise)
DOI, Bureau of Land Management

Julie Visser, Supervisory Procurement Analyst — Date
Bureau of Land Management- Fire and Aviation (Boise)

John Segar, Chief — 6/6/13 Date
Branch of Fire Management
DOI, Fish and Wildlife Services

Michael Coghill, Contracting Officer — Date
Fish and Wildlife Services – Division of Contracts
And Facilities Management

for Lyle Carlile, Director — 06-06-13 Date
Branch of Fire Management
DOI, Bureau of Indian Affairs

Tom Moomaw ~~Byron J. Green,~~ Contracting Officer — 7-9-13 Date
Bureau of Indian Affairs - Branch of Fire Management

Tom Nichols, Acting Division Chief — 6/6/13 Date
Division of Fire and Aviation
DOI, National Park Service