FS Agreement No. 13-IA-11083150-002
Cooperator Agreement No.

INTERAGENCY AGREEMENT
Between The
USDI, NATIONAL PARK SERVICE
SOUTHEAST REGION
And The
USDA, FOREST SERVICE
SOUTHERN REGION

This INTERAGENCY AGREEMENT is hereby made and entered into by and between the USDI, National Park Service, Southeast Region, hereinafter referred to as "U.S. Park Service," and the USDA, Forest Service, Southern Region hereinafter referred to as the "U.S. Forest Service," under the authority of: Service First Authority, Section 330 of the Department of the Interior and Related Agencies Appropriations Act of 2001, Pub. L. 106-291, 114 Stat. 996, 43 U.S.C. sec. 1701 note, as amended by Section 428 of the Department of the Interior, Environment, and Related Agencies Appropriations Act of 2006, Public Law No. 109-54, 119 Stat. 555, as further amended and extended through September 20, 2011 under Section 418 of the Omnibus appropriations Act of 2009, Pub. L. 111-8.

Title: Chattanooga Air Tankerbase

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to operate and staff the Chattanooga Air Tanker Base (ATB) in accordance with the following provisions and the hereby incorporated Operating and Financial Plan, attached as Exhibit A.

In consideration of the above premises, the parties hereto agree as follows:

II. THE U.S. PARK SERVICE SHALL:

A. Perform in accordance with the Financial and Operating Plan, Exhibt A.

B. Provide staffing and their associated funding for the ATB. The ATB will be staffed with a permanent full-time ATB Manager (GS-9) and an Assistant ATB Manager (GS-7) with a 13/13 appointment. The ATB Manager should be a qualified Contract Officer's Representative (COR). The ATB Manager will provide a staffing schedule to the local Coordination Center during official fire season periods.

C. Provide direct supervision of the ATB Manager by the Park Service Regional FMO.

D. Provide the ATB Manager to serve as the project inspector for the commercial airtanker and national retardant contracts.

E. Ensure that the ATB Manager is responsible for coordinating the ordering and maintaining an adequate supply of retardant. An inventory of retardant will be maintained on site at the ATB.

F. Ensure that the ATB Manager maintains micro-purchase authority.

G. Ensure that the ATB staff maintains forklift operator qualifications.

H. Provide transportation for the ATB staffing personnel. Additionally, the Park Service will provide all administrative support for the ATB staff.

I. Ensure that the ATB Manager is responsible for supervising base operations, staffing, overseeing mixing and loading operations, record keeping, janitorial service, grounds keeping and equipment, minor facility repairs, and required annual safety equipment inspections.

J. Ensure that the ATB Manager will schedule an annual ATB review with personnel from both agency regional offices and the local forest unit.

K. Be aware that it will cost approximately $10,000 annually for micro purchases of operating supplies. These funds can be used for safety inspections and minor repairs. Ensuring that the funds are available and will be maintained through their own local budgeting processes. The ATB Manager will maintain an annual expense log.

L. Ensure that the ATB Manager will be responsible for coordinating the disposal of contaminated liquids and residue from the containment tank.

M. BUILDING AND COMPUTER ACCESS BY NON-U.S. FOREST SERVICE PERSONNEL. U.S. Park Service may be granted access to U.S. Forest Service facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work. All non-government employees with unescorted access to U.S. Forest Service facilities and computer systems must have background checks following the procedures established by USDA Directives 3505 and Departmental Manual 4620-02. Those granted computer access must fulfill all U.S. Forest Service requirements for mandatory security awareness and role-based advanced security training, and sign all applicable U.S. Forest Service statements of responsibilities.

III. THE U.S. FOREST SERVICE SHALL:

A. Perform in accordance with the Financial and Operating Plan,Exhibit A.

B. Provide adequate funding for major maintenance of all facilities including buildings, storage tanks, plumbing, pumps, retardant equipment and forklift. Also, all engineering support of repairs or capital improvements. Ensuring that these funds are available and will be maintained through their own local budgeting processes.

C. Pay for the annual Airport Authority lease of the 12.5 acre ATB, water and sewer fees, as well as other utility costs.

D. Ensure that the local unit, Cherokee National Forest (CNF), will provide dispatching support for airtankers and ATB staff. The CNF coordination center will be responsible for ordering retardant.

E. Provide contracting support and coordinate engineering support.

F. Place Retardant orders for the center when necessary.

G. Provide additional staffing through the CNF forest personnel during periods of peak fire activity.

H. Ensure that the CNF Fire Management Officer (FMO) has the lead responsibility for administration, support, and oversight of the ATB and the ATB staff. The FMO will provide direction to the ATB Manager as data and/or task requests are received from senior managers of either of the agencies to this agreement.

IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

A. No funds will be exchanged through either Agency directly. All references to funding will be paid directly by each Agency to the vendor.

B. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Samuel Larry Address: 1924 Bldg, 100 Alabama Street City, State, Zip: Atlanta, GA 30303 Telephone: 404-507-5624 FAX: 404-562-3200 Email: Samuel_Larr@nps.gov	Name: Doug Ivey Address: 1022 Jubilee Drive City, State, Zip: Chattanooga, TN 37421 Telephone: 423-892-6861 FAX: 423-892-1258 Email: Doug_Ivey@nps.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Director – Fire & Aviation Address: 1720 Peachtree Road, NW City, State, Zip: Atlanta, GA 30309 Telephone: 404-347-2347 FAX: 404-347-2836 Email:	Name: Marty Bentley Address: 2800 Ocoee Street N. City, State, Zip: Cleveland, TN 37312 Telephone: 423.476.9784 FAX: 423.476.9792 Email: mbentley@fs.fed.us

C. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or U.S. Park Service are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To U.S. Park Service, at U.S. Park Service's address shown in the agreement or such other address designated within the agreement.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

D. USE OF U.S. FOREST SERVICE INSIGNIA. In order for U.S. Park Service to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications prior to use of the insignia.

E. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. U.S. Park Service is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"Project co-sponsored with Fire Management Program of the U.S Forest Service, Department of Agriculture Southern Region."

U.S. Park Service may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. U.S. Park Service is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to the U.S. Forest Service's Office of Communications as far in advance of release as possible.

F. INFORMATION SECURITY. By accepting this agreement, the servicing agency agrees to comply with all Federal information technology (IT) laws, regulations and requirements; and shall be responsible for properly protecting all information used, gathered, or developed as a result of work under this agreement.

The servicing agency shall, upon request, provide to the U.S. Forest Service Information Security staff for review and examination documentation which supports the servicing agency's assertion that adequate security controls are in place to protect U.S. Forest Service information and data which it holds. Documentation may include, but is not limited to, certification and accreditation documentation, security testing results, audit and assessment results, and risk documentation.

The servicing agency shall notify the U.S. Forest Service Computer Incident Response Team (CIRT), by e-mail, at CIRT@fs.fed.us, within 1 business day of any security incidents which affected or may affect the confidentiality, integrity, or availability of the U.S. Forest Service information and data which it holds, and include an analysis of the extent of the incident and

summary of preliminary corrective actions.

G. USE OF GOVERNMENT OWNED VEHICLE. U.S. Forest Service vehicles may be used for official U.S. Forest Service business only in accordance with FSH 7109.19, ch. 60, the requirements established by the region in which performance of this agreement takes place, and the terms of this agreement.

H. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATION, AUDIOVISUALS AND ELECTRONIC MEDIA. U.S. Park Service shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

I. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. U.S. Park Service shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

> ***In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)***
>
> **To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.**

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

> ***"This institution is an equal opportunity provider."***

J. TERMINATION – INTERAGENCY AGREEMENTS. This IA may be terminated upon 30 calendar days' written notice by either party. If this agreement is cancelled, any implementing contract/order may also be cancelled. If the IA is terminated, the agencies shall agree to the terms of the termination, including costs attributable to each party and the disposition of awarded and pending actions. If the Servicing Agency incurs costs due to the Requesting Agency's failure to give the requisite notice of its intent to terminate the IA, the Requesting Agency shall pay any actual costs incurred by the Servicing Agency as a result of the delay in notification, provided such costs are directly attributable to the failure to give notice.

K. ALTERNATE DISPUTE RESOLUTION – INTERAGENCY. The parties to this agreement shall settle any disputes that may arise under this agreement by following direction in the Treasury Financial Manual, Volume 1, Bulletin 2011-04, Section VII ("Resolving Intragovernmental Disputes and Major Differences").

L. COPYRIGHTING. U.S. Park Service is/are granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for

the full term of copyright and all renewals thereof in accordance with this agreement. However, U.S. Park Service shall not sell or grant copyrights to a 3rd party designee who intends to sell the document as a profit making venture.

No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes. This right must be transferred to any sub-agreements or subcontracts.

This provision includes:

1. The copyright in any work developed by U.S. Park Service under this agreement.
2. Any right of copyright to which U.S. Park Service purchase(s) ownership with any federal contributions.

M. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The Agency is not obligated to fund any changes not properly approved in advance.

N. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective for 5 years from that date at which time it will expire.

O. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

for Gordon Wissinger, Acting Regional Director — 12-17-12 Date
U.S. National Park Service

for LIZ AGPAOA, Regional Forester — 12/17/12 Date
U.S. Forest Service, Southern Region

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

Plez West 12-10-12

PLEZ WEST Date
U.S. Forest Service Grants & Agreements Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Financial and Operating Plan

Exhibit A

Cooperator: National Park Service

Project Name: Chattanooga Airtanker Base

		Forest Service			Cooperator		
Salary	Name	Hourly Cost Government	Estimated Hours	Salary Costs	Hourly Rate	Estimated Hours	Salary Costs
	Doug Ivey	0	0	0	22.57	2080	82500
	Asst. Mgr			0	16.28	1040	27000
				0			0
				0			0
				0			0
				0			0
				0			0
	Total Salary Costs			0			109500
Travel	Name	Per Diem Rate	Number of Days	Travel Costs	Per Diem Rate	Number of Days	Travel Costs
	Doug Ivey			0			5000
				0			0
				0			0
	Total Travel Costs			0			5000
	Vehicle	FOR	FOR	Vehicle Costs			Vehicle Costs
	Standard Pick up			0			5000
				0			0
	Total Vehicle Costs			0			5000
	Equipment Use	Daily Value Estimate	Number of Days	Equipment Costs	Daily Value Estimate	Number of Days	Equipment Costs
				0			0
				0			0
	Total Equipment Use Costs			0			0
	Services or Contracts			Contract Costs			Contract Costs
	Administration Support			0			13000
	Total Services or Contract Costs			0			13000
	Supplies and Materials	Number of Items	Cost Per Item	S&M Costs	Number of Items	Cost Per Item	S&M Costs
	Airport Lease	1	110000	110000			
	Utilities	1	50000	50000			
	Office Supplies	1	10000	10000			10000
				0			0
				0			0
	Total Supply and Materials Costs			170000			10000
	Printing	Number of Items	Cost Per Item	Printing Costs	Number of Items	Cost Per Item	Printing Costs
				0			0
				0			0
	Total Printing Costs			0			0
	Estimated Direct Project Costs		FS	170000	Cooperator		142500
	INDIRECT Costs		Annual NBR				