



U.S. Department  
of Transportation

800 Independence Ave., S.W.  
Washington, D.C. 20591

Federal Aviation  
Administration

INTERAGENCY AGREEMENT DTFWA-03-X-02030  
BETWEEN  
FEDERAL AVIATION ADMINISTRATION (FAA)  
AND THE  
United States ARMY/FORT SILL

I. PURPOSE

This Interagency Agreement (IA) between the Federal Aviation Administration (FAA) and the U.S. Army/Fort Sill defines the FAA's funding and staffing commitments to the U.S. Army for the continuation of air traffic control operations. These services will be performed at the Fort Sill Army Radar Approach Control (ARAC) at the Henry Post Army Airfield in Fort Sill, Oklahoma.

II. BACKGROUND

Based on information provided in the Senate Subcommittee on Transportation, the total cost to operate the Fort Sill, Oklahoma, ARAC is \$2.0M, annually. For FY 03, Congress appropriated \$1,987,000 to be paid by the FAA to the U.S. Army under the FY 03 Appropriation Bill and the Congressional Conference report.

III. RESPONSIBILITIES

A. Fort Sill will:

1. Furnish the labor, supervision, materials, supplies and services necessary to operate the Fort Sill/Lawton, Oklahoma ARAC.
2. Continue to operate the ARAC and provide Air Traffic Control services in accordance with applicable rules and regulations.
3. Provide Air Traffic Control services within their designated airspace to both military and civilian users.
4. Provide contractual and legal support. A U.S. Army Contracting Officer will be responsible for awarding and administering any contracts resulting from this agreement and making all modifications and final decisions, provided the agreed upon funding for the fiscal year is not exceeded. The U.S. Army has the primary responsibility as legal advisor for all U.S. Army contract issues, to act as legal advisor for the agency's GAO protests, as well as ancillary contract matters. The U.S. Army Legal Counsel will timely advise the FAA of all special regulations legislated by Congress which are applicable to this agreement.

B. The Federal Aviation Administration (FAA) will:

1. Provide funding and support to the U.S. Army for FY 03 and for FY 04, if mandated.
2. Authority to request Procurement Actions: Only the FAA Contracting Officer shall request or authorize solicitations, amendments, or contract modification that affect provisions of this agreement.

3. Legal Counsel, AGC-500: The FAA has the primary responsibility as legal advisor for all FAA contract issues, to act as legal advisor for the agency's protests, as well as ancillary contract matters. FAA Legal Counsel will timely advise the U.S. Army of all special regulations legislated by Congress which are applicable to this agreement.

**IV PERIOD OF PERFORMANCE**

This IA is effective on the date of signature by the FAA Contracting Officer through September 30, 2003, with an option to extend the IA for an additional one year period through September 30, 2004.

**V. LIMITATION OF FUNDS**

An extension is contingent upon appropriate funding and a valid procurement request. The FAA's liability to make payments to the U.S. Army/Ft. Sill is limited to the amount of funds obligated hereunder, including written modifications to this Agreement.

**VI. FUNDING AND PAYMENT**

The total estimated value of this IA is \$4.0M; the approximate yearly value of the IA is approximately \$2.0M. Funding for FY 04 is not guaranteed and may be revised upward or downward as Congress mandates, and is subject to the availability of funds. Any additional funds beyond those allocated for FY 04 will be issued under a separate modification to this IA, as initiated by an FAA Procurement Request (PR).

The funding and appropriation code for \$1,987,000 of FAA funds obligated under this IA is as follows:

W/582A/5A05B0/G531/251F/480100/40210607

PR 0302748

The FAA shall reimburse the U.S. Army/Fort Sill for services furnished under this IA upon submission of a properly executed Standard Form 1080 (SF 1080) "Voucher for Transfers between Appropriations and/or Funds". The SF 1080 shall be submitted in an original and two copies to:

Federal Aviation Administration  
Accounts Payable Branch, AFM-220  
800 Independence Avenue, S.W.  
Washington, D.C. 20591

Funding shall be transferred via check to the U.S. Army/Fort Sill, DFAS-LW-AOC, Dept. 1761, 4700 Mow Way Road, Fort Sill, Oklahoma 73503. The SF 1080 should indicate "Reimbursement Payment", along with the name and address of the Agency requiring payment of funds.

Upon termination or expiration of this agreement, any FAA funds which have not been spent or obligated for allowable expenses prior to the date of termination and are not reasonably necessary to cover termination expenses shall be returned to the FAA.

**VII. CHANGES, MODIFICATIONS AND INTERPRETATIONS**

Any changes to the Interagency Agreement shall be made in writing, signed by an FAA Contracting Officer and issued by a formal written modification to the IA. Any change in the work under this Agreement shall outline in detail, the exact nature of the change and/or modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement. All requests for interpretation or modification of this Agreement shall be submitted in writing to the Contracting Officer.

**VIII. TERMINATION**

This Agreement may be terminated in whole or in part, by mutual consent at any time, or unilaterally, provided a 90-day notice is given to the other party by the withdrawing party. The termination shall be in writing and signed by a warranted Contracting Officer when the FAA is the withdrawing party. The FAA Contracting Officer shall be notified in writing if the U.S. Army is the withdrawing party. Any unused funds shall be returned to the FAA.

**IX. DISPUTES**

The parties agree that in the event of a dispute between FAA and the U.S. Army under this IA, and to the extent that a dispute concerns the administration of funds provided by the FAA to the U.S. Army, no final decision will be issued without the concurrence of the FAA Contracting Officer. If resolution of the dispute cannot be reached, such dispute may be grounds for termination of this agreement, pursuant to Article VII "TERMINATION", as cited above.

**X. TECHNICAL DIRECTION**

Technical Direction of services provided within this Interagency Agreement, shall be a joint responsibility of the FAA and the U.S. Army.

**XI. AUTHORITY**

The legal authority for this action is the Federal Aviation Act of 1958, 49 U.S.C. 106 (l) (6) and 106 (m), and 31 U.S.C. 1535.

**XII. FAA TECHNICAL OFFICER**

The FAA Technical Officer identified in Article XII is responsible for the technical administration of this Agreement, and technical liaison with USAASA. The FAA Technical Officer is not authorized to change the scope of the work, to make any commitments or otherwise obligate the Federal Aviation Administration, or to authorize any changes which affect the estimated cost, period of performance or other terms and conditions of this Agreement.

**XIII. TECHNICAL OFFICER**

1. The FAA Technical Officer is Ms. Nancy Hurmence, AOP-400, Federal Aviation Administration, Washington, D.C. 20591, telephone number (202) 267-3903, or such person as may be designated in writing by the FAA Contracting Officer. The mailing address is 800 Independence Avenue S.W, Room 706, AOP-400, Washington, DC 20591.

2. The U.S. Army Technical Officer is Ms. Frances E. Johnston, Budget Officer, Directorate of Resource Management (DRM), Fort Sill, OK at (580) 442-3202. The mailing address is DRM, ATTN: ATZR-RP/Ms. Johnston, 455 Randolph Road, Fort Sill, OK 73503-5100.

3. Technical Officers ~~DO NOT~~ have the authority to alter the terms and conditions of this IA. Requests for any changes shall be submitted in writing to the FAA Contracting Officer.

**XIV. ROLE OF ATTORNEYS**

A. In all cases, the FAA's AGC-500 attorney shall be a member of the FAA program manager's matrix team, and shall review and advise appropriate parties concerning all actions required by FAA policies and orders.

B. In the event of litigation arising out of the acquisition, FAA attorneys shall be active participants in the litigation, except when it expressly reaches some other agreement.

**XV. PROTECTION OF INFORMATION**

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

**XVI. SUPPORTING ATTACHMENT**

Attached to this Interagency Agreement is the supporting Memorandum of Agreement (MOA) between the U.S. Army and the FAA, signed April 1, 2003 and April 9, 2003, respectively.

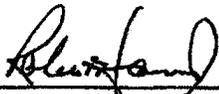
**XVII. INTERAGENCY AGREEMENT ADMINISTRATION**

All matters concerning the administration of this Interagency Agreement shall be directed to the FAA Contracting Officer, Ms. Melda Dyer, (202) 267-8179.

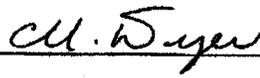
**SIGNATURES**

**ACCEPTED:**

DEPARTMENT OF THE ARMY  
FT. SILL, OKLAHOMA

BY:   
ROBERT L. HANSON, JR.  
Director, Resource Management  
TITLE: Headquarters U.S. Army

FEDERAL AVIATION ADMINISTRATION

BY:   
Ms. Melda Dyer  
TITLE: FAA Contracting Officer

DATE: 4/14/03

DATE: 4/18/03

<b>Federal Aviation Administration</b>		<b>Award for Supplies or Services</b>		Page 1 of 1																																													
Date of Award: 18-APR-2003	Contract Number (if any):	Award No. (if any): DTFAWA03X02030																																															
IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.																																																	
<b>Contractor (Name, Address, and Zip Code):</b> UNITED STATES ARMY FT SILL TRANSPORT OFFICE 2243 HIRSCH RD FREIGHT SECTION FT SILL, OK 73503		<b>Mail Invoice To (Name, Address, and Zip Code):</b> Federal Aviation Administration Attn: AFM-220 800 Independence Avenue SW Washington, DC 20591																																															
<b>Contact Point/Phone No:</b> ROGER YATES 703-806-4867		<b>Issuing Office (Address Correspondence To):</b> Federal Aviation Administration Facilities & Technology Services Branch, ASU-340 800 Independence Avenue Washington, DC 20591 FAX No: 202-267-5149																																															
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<b>PURCHASER NAME AND PHONE NO:</b> Melda G Dyer 202-267-8179		<b>TOTAL AMOUNT OF ORDER/AWARD:</b> \$1,987,000.00																																															
IMPORTANT: Contractor <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required to sign this document and return _____ copies to the issuing office.				OMB 2120-0595																																													
<b>NAME AND TITLE OF PERSON AUTHORIZED TO SIGN:</b> BY:		UNITED STATES OF AMERICA NAME OF CONTRACTING OFFICER: BY: <i>M. Dyer</i>																																															
DATE SIGNED		03 APR 18 DATE SIGNED:																																															
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