

# Umbrella Agreement

Memorandum of Understanding  
Pursuant to the Economy Act  
Through Which  
The Office of the Federal Coordinator for Meteorological Services and Supporting Research  
National Oceanic and Atmospheric Administration  
U.S. Department of Commerce  
Will Agree to Purchase Aerial Support Services  
From The Department of Defense

## A. PARTIES AND PURPOSE

This Memorandum of Understanding (MOU) establishes an agreement between the Deputy Chief of Staff, Operations, Plans and Requirements (A3/5), Headquarters U.S. Air Force (USAF), U.S. Department of Defense (DOD) and the Office of the Federal Coordinator for Meteorological Services and Supporting Research (OFCM), National Oceanic and Atmospheric Administration (NOAA), U.S. Department of Commerce (DOC), herein after referred to as the Parties, through which DOC will pay USAF to provide support under the Economy Act for the collection and delivery of perishable data surrounding significant meteorological events. It shall extend until September 30, 2011.

This MOU establishes that USAF/A3/5 is the Air Force office responsible for coordinating the services of the Civil Air Patrol when acting as the Air Force Auxiliary to provide aerial assessments/survey flights in support of pre- and/or post-storm scientific weather damage study operations to the OFCM. The Civil Air Patrol (CAP) is a federally chartered, private corporation that may act as an auxiliary of the Air Force when the Air Force assigns a non-combat program or mission to CAP. As required by statute, CAP may only act in its capacity as an auxiliary of the Air Force when performing missions under the provisions of this agreement. Thus, the term "CAP" as used in this MOU refers to the Civil Air Patrol when tasked in accordance with AFI 10-2701 to perform Air Force assigned missions (AFAM).

This MOU does not constitute an actual Economy Act order and does not obligate funds. Instead, the parties agree to enter into an annual funding agreement each fiscal year, which will obligate an estimated amount for the year. This annual agreement may be amended if further funds are required, to transfer additional funds, subject to the availability of funds. Each such agreement shall be supported by a Statement of Determination and Finding, required under Federal Acquisition Regulation paragraph 17.503, signed by a NOAA contracting officer.

The Air Force may, but is not required, to append a Military Interdepartmental Purchase Request (MIPR) to the MOU that reflects the same transaction. Such MIPR shall be incorporated into the annual agreement by reference, and the agreement shall be incorporated into the MIPR by reference. The parties shall ensure that there are no conflicts between the annual agreement and any MIPR that may be signed.

Specific requests for Air Force services from DOC/OFCM/NOAA should be requested in accordance with (IAW) the documentation requirements identified in Section 5 of this MOU. These requests will furnish the specific order for services and will be used for billing purposes against the estimated amount obligated under the annual agreement in effect for that year.

## B. BACKGROUND

The impetus to coordinate the activities of Federal agencies involved in pre- and post-event data acquisition grew from a charge by the president of the Coastal Engineering Research Board, United States Army Corps of Engineers (USACE), following the ad hoc coordination by several Federal agencies in the aftermath of Hurricane Hugo of September 1989. The charge directed that means be explored and, if feasible, a plan be prepared and implemented that would establish procedures for coordinating the activities of Federal agencies involved in pre- and post-storm data acquisition. In March 1992, the Office of the Federal Coordinator for Meteorological Services and Supporting Research (OFCM) Interdepartmental Committee for Meteorological Services and Supporting Research approved the formation of the Working Group for Post-Storm Data Acquisition, more recently renamed the Working Group for Natural Disaster Reduction and Post-Storm Data Acquisition (WG/NDR/PSDA).

The first meeting of the working group was held in September 1992. A result of this meeting was an interagency National Post-Storm Data Acquisition Plan (OFCM 2003). This plan accomplished three things. The first was to minimize or eliminate the duplication of effort by agencies performing pre- or post-event data acquisition. The minimization or elimination of duplicate efforts is directed toward best using the limited resources available to perform these surveys. The second was to assure this highly perishable data is collected. It is generally acknowledged that the acquisition of this data is urgent and; that the physical effects which depict the event are transient and can begin to change or be obliterated immediately after the event. Pre-event data are critical for the overall understanding of how an event affects the safety and economy of the public. This data is used for a variety of reasons, including improving forecasts of significant weather events (e.g., hurricanes, tornadoes) and mitigation efforts. The third was to define the coordination procedures of the agencies participating in the acquisition of pre- and post-storm environmental data. The Federal agencies, which include members from the Department of Commerce, including the National Institute of Standards and Technology and the National Oceanic and Atmospheric Administration's National Weather Service; the U.S. Department of Defense Army Corps of Engineers; Department of Homeland Security/Federal Emergency Management Agency (FEMA); the Department of Agriculture; and the Department of the Interior, approved the plan in March 2003 (OFCM 2003).

In the past, the Civil Air Patrol, as an Air Force auxiliary, has been used with great success to collect data and provide aerial support after severe weather outbreaks, inland flooding, and hurricane landfall. The information provided Federal agencies in deciding whether to provide support by the Department of Homeland Security/Federal Emergency Management Agency, whether to issue a presidential declaration of a disaster area, and whether improvements in evacuation models and building designs are necessary.

### C. AUTHORITY

The authority for DOC/NOAA/OFCM and the USAF to enter into this agreement include, but are not limited to the following:

1. The Economy Act, 31 U.S.C. § 1535, which provides that an agency may place an order with another agency for goods or services if:
  - a. Amounts are available;
  - b. The ordering agency decides the order is in the best interest of the United States Government;
  - c. The agency to fill the order is able to provide or get by contract the ordered goods or services; and
  - d. The agency decides ordered goods or services cannot be provided by contract as conveniently or cheaply by a commercial enterprise.
2. 15 U.S.C. § 313; and Public Law No. 87-843, section 304 (charges the DOC with the task of forecasting the weather and issuing storm warnings).
3. 10 U.S.C. § 9441 *et seq.* (describes how the Civil Air Patrol is an Air Force auxiliary when “used by any department or agency in any branch of the Federal Government”).
4. Department of Defense (DOD) Regulation 7000.14-R, *Department of Defense Financial Management Regulations* (FMR), Vol. 11A.
5. Department of Defense Instruction (DODI) 4000.19, *Interservice and Intragovernmental Support*
6. Air Force Instruction (AFI) 10-2701, *Organization and Function of the Civil Air Patrol*.

### D. TERMS AND CONDITIONS

When requested by NOAA, and documented IAW section E, the USAF/A3/5 agrees to perform pre-and post-storm surveillance using the services of the Civil Air Patrol (CAP) as an Air Force auxiliary. Such activities are subject to availability of Air Force and CAP assets and, when required and necessary, approval by DOD (USNORTHCOM or USPACOM, as appropriate). CAP is a civilian volunteer auxiliary of the Air Force.

Subject to NORTHCOM/PACOM approval (where needed), the following are types of services/missions USAF/A3/5 agrees to assign to the CAP (acting in its status as the Air Force auxiliary) as well as a list of support items and qualifications the Air Force, in accordance with AFI 10-2701, will task the CAP (acting in its status as the Air Force auxiliary) to use in performing these missions:

- a. The CAP, in its status as the Air Force auxiliary, may provide light powered aircraft, aircrews, and communications support to the mission, subject to the availability of resources, as determined by the USAF/A3/5.
- b. The area of support is limited to the continental United States, Alaska, Hawaii, and Puerto Rico.
- c. In addition to CAP personnel flying the Air Force assigned mission, individuals permitted to fly on support missions may include Federal employees.
- d. The OFCM, or designee, establishes general mission requirements, such as date(s)/time(s), locations, survey routes, payload, and other mission support details or requirements subject to the approval of the aircraft commander.
- e. In performing Air Force assigned missions in support of this MOU, CAP (acting in its status as the Air Force auxiliary) aerial support may provide access to real-time aerial imagery with immediate re-tasking capabilities for significant meteorological events. Significant meteorological events include:
  - (1) Pre-storm environment (e.g., coastal assessment)
  - (2) Post-storm damage assessment (e.g. hurricanes; severe convective outbreaks, including tornadoes, hail, and high winds; wildfires; tsunamis; riverine flooding; winter storms; volcanic eruptions)
  - (3) Monitoring of longer-term events (e.g., inland flooding, ice movement)
- f. USAF/A3/5 will require the CAP (acting in its status as the Air Force auxiliary) to adhere to the following operational standards while performing Air Force assigned missions under this MOU, subject to the availability of its resources:
  - (1) The CAP provides the aircraft necessary to perform the mission
  - (2) Minimum pilot certificate is the FAA Commercial Certificate with Instrument Rating
  - (3) Minimum pilot flight experience for the CAP, pilots:
    - (a) Single Engine Aircraft
      - (i) 250 hours total time
      - (ii) 100 hours pilot in command
      - (iii) 15 hours in make and model
    - (b) Multi-Engine Aircraft
      - (i) 500 hours total time
      - (ii) 200 hours pilot in command
      - (iii) 300 hours in make and model

## E. PROCESSING A SPECIFIC REQUEST

As stated earlier in section 1 of this document, this MOU is not the specific requesting document required by the Economy Act for requesting services from another Federal agency. Instead, orders for the CAP services will be requested through specific task orders for services in attachments to this agreement. This section will outline the points of contact for DOD/NOAA/OFCM, and USAF/A3/5 to use when the CAP services are requested.

1. Specific requirements for the CAP (acting in its status as the Air Force auxiliary) aerial support will be submitted by one of the two DOC entities, OFCM or NWS to the CAP National

Operating Center (NOC). The NOC will coordinate the approval in accordance with AFI 10-2701 and forward the request to the appropriate CAP unit for execution.

2. DOC/NOAA/OFCM will provide the following information on all task orders (see DOD Financial Management Regulation (FMR) Vol. 11A, Ch.3, para. 033501):

- a. Type/location of mission to be performed, e.g. Delivery requirement
- b. Estimated cost of the mission
- c. Non-Air Force personnel participating on actual mission

3. Specific Contact Procedure for Mission Request by DOC: when DOC/NOAA/OFCM would like the Air Force to perform a specific mission, the following procedures outlined in Attachment 1 should be followed.

The parties agree that if there is a change regarding any information in this section, the party making the change will notify the other party in writing of such change.

#### F. DURATION OF AGREEMENT, AMENDMENTS AND MODIFICATIONS

This MOU, which consists of seven Sections, will enter into effect upon the signatures of both parties and will remain in effect until September 30, 2011. It may be renewed at that time for additional periods as the parties consider necessary, so long as any agreement that is in excess of three years shall be reviewed not less than every three years to determine whether it should be revised, amended or terminated.

Either Party may terminate this agreement by providing 30 days written notice to the other Party.

#### G. RESOLUTION OF DISAGREEMENTS

Nothing herein is intended to conflict with current Federal, DOC, DOD or Air Force directives and regulation. If the terms of this agreement are inconsistent with existing directives of either of the agencies entering into this agreement, then those portions of this agreement which 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 both parties. Should disagreement 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 on interpretation is not reached within thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

The foregoing represents the understandings reached between the DOC/NOAA/OFCM and the USAF upon the matters referred to herein. Any disagreements or questions regarding this MOU shall be referred to:

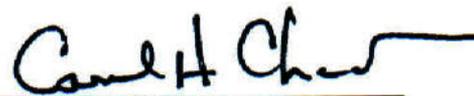
NOAA/OFCM  
Suite 1500  
8455 Colesville Rd  
Silver Spring, MD 20910  
Tel: (301) 427-2002  
Fax: (301) 427-2007

Operations, Plans & Requirements  
Headquarters United States Air Force  
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4 May 07 [date]



*Lieutenant General Carrol H. Chandler  
Deputy Chief of Staff  
Operations, Plans & Requirements  
United States Air Force  
U.S. Department of Defense  
1630 Air Force Pentagon  
Washington, DC 20330-1630*

2 May 07 [date]

MEMORANDUM OF UNDERSTANDING  
PURSUANT TO THE ECONOMY ACT  
THROUGH WHICH

The Office of the Federal Coordinator for Meteorological Services and Supporting Research  
National Oceanic and Atmospheric Administration  
U.S. Department of Commerce  
Is Purchasing Aerial Support Services  
From The Department of Defense

A. PARTIES AND PURPOSE

This Memorandum of Understanding (MOU) establishes the annual agreement for fiscal year 2007 between the Deputy Chief of Staff, Operations, Plans & Programs (A3/5), U.S. Air Force (USAF), U.S. Department of Defense (DOD) and the Office of the Federal Coordinator for Meteorological Services and Supporting Research (OFCM), National Oceanic and Atmospheric Administration (NOAA), U.S. Department of Commerce (DOC), herein after referred to as the Parties, through which DOC will pay \$2,000 in fiscal year 2007 funds to reimburse USAF for support provided for the collection and delivery of perishable data surrounding significant meteorological events. This agreement extends until September 30, 2007.

B. BACKGROUND

The above parties signed an MOU (referred to also as the Umbrella Agreement) which provided that the USAF/A3/5 is the Air Force office responsible for coordinating the services of the Civil Air Patrol when acting as the Air Force auxiliary used in providing aerial assessments/survey flights in support of scientific weather damage study operations (pre- and/or post-storm) to the OFCM. The Civil Air Patrol (CAP) is a federally chartered, private corporation that may act as an auxiliary of the Air Force when the Air Force assigns a non-combat program or mission to CAP. As required by statute, CAP may only act in its capacity as an auxiliary of the Air Force when performing missions under the provisions of this agreement. Thus, the term "CAP" as used in this MOU refers to the Civil Air Patrol when tasked in accordance with AFI 10-2701 to perform Air Force assigned missions (AFAM).

The Umbrella Agreement does not constitute an actual Economy Act order and does not obligate funds, but, instead contemplates that funds would be obligated under separate annual agreements which may, but need not, be supported by a Military Interdepartmental Purchase Request.

This agreement functions as the annual obligating agreement for fiscal year 2007. This agreement may be amended if further funds are required, to transfer additional funds, subject to the availability of funds, and subject to a NOAA contracting officer executing another Statement of Determination and Finding pursuant to Federal Acquisition Regulation paragraph 17.503. Any funds that are unused at the end of the agreement period will be de-obligated and returned to OFCM.

### C. AUTHORITY

The authorities for NOAA and the Air Force to enter into this agreement are:

1. The Economy Act, 31 U.S.C. § 1535, which provides that an agency may place an order with a major organizational unit within the same agency or another agency for goods or services if:
  - a. amounts are available;
  - b. the ordering agency decides the order is in the best interest of the United States Government;
  - c. the agency to fill the order is able to provide or get by contract the ordered goods or services; and
  - d. the agency decides ordered goods or services cannot be provided by contract as conveniently or cheaply by a commercial enterprise (payments must be made on the basis of the actual cost of goods or services provided).
2. 15 U.S.C. § 313; and Public Law No. 87-843, section 304 (charges the DOC with the task of forecasting the weather, and issuing storm warnings).
3. 10 U.S.C. § 9441 *et seq.* (describes how the Civil Air Patrol is an Air Force auxiliary when “used by any department or agency in any branch of the Federal Government”).
4. Department of Defense Instruction (DODI) 4000.19, *Interservice and Intragovernmental Support*
5. Air Force Instruction (AFI) 10-2701, *Organization and Function of the Civil Air Patrol* (Air Force guide/instructions on formal AF/CAP relationships and functions)

### D. ECONOMY ACT FINDINGS

As set forth in the attached "Determinations and Findings Pursuant to 48 CFR 17.503," NOAA warrants that sufficient funding amounts are available, that this agreement is in the best interest of the United States Government, and that the services requested cannot be provided by contract as conveniently or cheaply by a private source. The Air Force warrants that it is able to provide the services requested, although Air Force operational and other requirements may, in specific instances, take precedence.

### E. TERMS AND CONDITIONS

The Terms and Conditions are set forth in paragraph 4 of the Umbrella Agreement.

### F. TRANSFER OF FUNDS

DOC/NOAA/OFCM will pay the USAF the actual costs of the goods or services CAP, in its role as the USAF Auxiliary, provides under this agreement. See DOD FMR, Ch. 3, para. 030601 and Ch.1, para. 010203 for a discussion on what constitutes actual cost.

See Attachment 1 of the Umbrella Agreement for billing procedures.

A Task Order may be submitted by any NOAA official authorized to require flights.

The appropriation out of which NOAA will pay for these services is:

NOAA's agency location code is: 13-14-0001

NOAA's DUNS number is: 78-476-9085

NOAA's Organization Code/Project Code: 01-00-0007-00-00-00-00 / E8P1AFC-P00

NOAA's Appropriation Code is:

1407E8P1AFCP000606010100001000007000000000

CAGE/NCAGE code is: 07PJ5

The Air Force's DUNS number is: 07-545-8935

At the end of this agreement, which corresponds to the end of the fiscal year, any expired funds not used by the Air Force shall be de-obligated and returned to NOAA.

#### G. CONTACTS

The contacts of each party to this agreement are:

For DOC/NOAA/OFCM:

Mr. Samuel P. Williamson  
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For USAF/A3/5:

CARROL H. CHANDLER, Lt Gen, USAF  
Deputy Chief of Staff  
Operations, Plans and Requirements  
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1630 Air Force Pentagon  
Washington, DC 20330-1630  
Tel: (703) 697-9991  
Fax: (703) 697-1345  
Email: af/a3/5.workflow@pentagon.af.mil

The parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change.

#### H. DURATION OF AGREEMENT, AMENDMENTS AND MODIFICATIONS

This agreement will become effective when signed by all parties. The agreement will terminate on September 30, 2007, but may be amended at any time by mutual consent of the parties.

Any party may terminate this agreement by providing 30 days written notice to the other party. This agreement is subject to the availability of funds.

#### I. RESOLUTION OF DISAGREEMENTS

Nothing herein is intended to conflict with current DOC or DoD 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 this agreement which 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 both parties.

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



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4 May 07 [date]



*Lieutenant General Carrol H. Chandler  
Deputy Chief of Staff  
Operations, Plans and Requirements  
United States Air Force  
U.S. Department of Defense  
1630 Air Force Pentagon  
Washington, DC 20330-1630*

2 May 07 [date]

DETERMINATIONS AND FINDINGS PURSUANT TO 48 CFR 17.503

Memorandum of Understanding Pursuant to the Economy Act through which the Office of the Federal Coordinator for Meteorological Services, National Oceanic and Atmospheric Administration/U.S. Department of Commerce for Purchasing Aerial Support Services from the Department of Defense to provide support for the collection and delivery of perishable data surrounding significant meteorological events.

NOAA warrants:

- that sufficient funding amounts are available;  
 that this agreement is in the best interest of the United States Government; and  
 that the services requested cannot be provided by contract as conveniently or cheaply by a commercial enterprise.

It has been determined that this Economy Act order:

- does not require contracting action by the servicing agency; or  
 does require contracting action by the servicing agency and that one of the following circumstances exists:  
 the acquisition will appropriately be made under an existing contract of the servicing agency, entered into before placement of the order, to meet the requirements of the servicing agency for the same or similar supplies or services;  
 the servicing agency has capabilities or expertise to enter into a contract for such supplies or services which is not available within the requesting agency; or  
 the servicing agency is specifically authorized by law or regulation, i.e., [set forth the citation for the law or regulation], to purchase such supplies or services on behalf of other agencies.  
[NOTE: place a check in each space above that applies.]

  
Morie Gunter-Henderson  
Contracting Officer

15 May 07  
Date

NOAA/DOD  
\$2,000.00