Final– 09/23/12

INTERAGENCY AGREEMENT
for
METEOROLOGICAL and OTHER TECHNICAL SERVICES
among the
Bureau of Land Management
Bureau of Indian Affairs
Fish and Wildlife Service
National Park Service
of the
United States Department of the Interior
and the
Forest Service
of the
United States Department of Agriculture

and the
National Weather Service
of the
National Oceanic and Atmospheric Administration
United States Department of Commerce

BLM Agreement No.	L12PG00326
BIA Agreement No.	A12PG00142
FWS Agreement No.	FF09R22000-D-1001A
FS Agreement No.	12-IA-11130206-067
NPS Agreement No.	R9560120150
NWS Agreement No.	NOAA-NWS-2013-F0001

I. INTRODUCTION.

Fire management and suppression in the Nation's wildlands is an on-going concern to the American public and to the Department of the Interior's Bureau of Land Management, Bureau of Indian Affairs, Fish and Wildlife Service, and National Park Service, and the Department of Agriculture, Forest Service, as well as to the Department of Commerce, National Oceanic and Atmospheric Administration, National Weather Service. Considerable cooperation and coordination among these agencies exists, which is critical to the success of fire management, suppression and safety. This agreement will refer to the National Weather Service, herein after referred to as "NWS," and the federal wildland fire management agencies, hereinafter referred to collectively as the "Wildland Fire Agencies."

The NWS is legally mandated to issue weather forecasts and warnings for the protection of life and property. In accordance with this mandate, the NWS will maintain a cadre of trained Incident Meteorologists (IMET) to meet the needs of the Wildland Fire Agencies under the terms of this agreement. The Wildland Fire Agencies recognize this mandated function of the NWS and the critical

importance of the IMETs' role in the incident command structure. The NWS IMET program has a long history of being an integral component to Wildland Fire Agencies' incident operations and planning, and the agencies anticipate there will be a continuing demand for NWS IMET services in the future due to the increasing numbers of complex fire events and natural disasters. The Wildland Fire Agencies are responsible for the stewardship and/or protection of lands owned or held in trust by the United States or under the jurisdiction of state agencies.

The Wildland Fire Agencies are also responsible to ensure incident command team position qualifications and practices are consistent, standardized and reviewed in terms of currency and relevance. An interagency alliance involving essential aspects of fire weather products and services is crucial to the success of the Wildland Fire Agencies' missions.

II. AUTHORITIES.

A. The Coast and Geodetic Survey Act (33 U.S.C. §§ 883d and 883e).

B. Organic Act of 1890 (15 U.S.C. 313).

C. National Climate Program Act (15 U.S.C. 2901 *et seq*,).

D. Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.).

E. National Park Service Organic Act of August 1916 (16 U.S.C. 1).

F. National Wildlife Refuge Administration Act of June 27, 1998 (16 U.S.C. 668dd).

G. National Indian Forest Resources Management Act of 1990 (25 U.S.C. 3101 *et seq*.).

H. Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. 5121 *et seq*.).

III. PURPOSE.

The purpose of this Interagency Agreement is to identify products and services that are exchanged between the NWS and Wildland Fire Agencies. These products and services are designed to meet the needs of the public and all agencies for the protection of life, property, cost containment and efficiency to enhance ecosystem health. It is also the purpose of this Agreement to set forth the terms and conditions under which services are requested by the Wildland Fire Agencies. Accurate and timely meteorological and fire danger information is required to manage resources effectively and efficiently.

IV. OBJECTIVES.

The objectives of this Agreement are:

A. Identify those products and services to be exchanged between the NWS and Wildland Fire Agencies;

B. Continue and maintain interagency relationships; and

C. Define roles and responsibilities of the NWS and Wildland Fire Agencies.

V. RESPONSIBILITIES.

The responsibilities and services listed are not all-inclusive, but are meant to provide the overall scope of products, services and activities exchanged or requested by the respective agencies. All services undertaken by the NWS and Wildland Fire Agencies under this Agreement are subject to the availability of appropriated funds and are further defined in the Annual Operating Plan.

A. The NWS agrees to provide:

1. Basic meteorological services in support of wildland fire suppression activities
2. Non-routine services including, but are not limited to on-site meteorological support consultations and technical advice.
3. Other special fire management services including, but not limited to support for landscape scale prescribed wildland fires, Burned Area Emergency Rehabilitation (BAER) Teams, forecasting support for Long Term Fire Analyst (LTAN) input on wildland fires, and other technical support staff on Incidents. Special provision can be made to supply other technical services staff who meets interagency position standards during critical events of national significance and/or during national Planning Level (PL) 4 or 5. Supply of other technical services staff must have the approval of the applicable NWS Region and will be ordered via normal resource ordering process.

B. Wildland Fire Agencies agree to provide:

1. Operational support for IMETs on incidents consistent with guidance and policies provided by the National Interagency Mobilization Guide and the Interagency Incident Business Management Handbook.
2. Wildland fire weather program management, including but not limited to, maintenance of the RAWS observation network, the Wildland Fire Management Information (WFMI) system, Real-time Observation and Analysis Network (ROMAN), and other Agency systems that support wildland fire weather.
3. Reimbursement to the NWS for the following activities associated with on-site meteorological support:
   a. Costs incurred by the NWS IMET duty station.
   b. Costs above base salary including overtime incurred by the NWS IMET or compensatory time in lieu of overtime.
   c. Administrative leave for NWS IMETs and the NWS IMET duty station, immediately effective following the release/travel date on the applicable Resource Order and return to the IMET's duty station, as appropriate. The determination of eligibility must be consistent with the policies in the Interagency Incident Business Management Handbook, http://www.nwcg.gov/pms/pubs/iibmh, for federal employees. This assists with maintaining proper work-rest periods.
   d. Costs for logistical and weather observation support required by NWS personnel at on-site operations.

e. Telecommunication services costs will be computed annually based on the average prorated percentage rate of use, as applicable, and/or otherwise attributable to the Wildland Fire Agencies. The Wildland Fire Agencies will split the prorated cost annually according to the National Wildfire Coordination Group (NWCG) cost distribution rate, and billings/payments will be obligated and administered at the national level.

f. Hardware replacement for items that are damaged or fail due to on-site incident conditions.

g. All travel costs and lodging expenses are authorized 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 IMETs due to the substantial amount of equipment they are required to bring with them to an incident.

h. Miscellaneous office supplies necessary to accomplish on-site support.

VI. JOINT RESPONSIBILITIES:

NWS and Wildland Fire Agencies shall jointly prepare, as warranted, National and Geographic Area specific Annual Operating Plans (AOP) for Fire Weather Services separate from this Agreement that will set procedures and establish costs at Geographical Area Coordination Centers (GACC), National Interagency Fire Center (NIFC), or forecast office level. AOPs developed at the National, GACC and/or local levels shall not conflict with the terms of this Agreement or the procedures of the Mobilization Guides, and shall include:

A. Shared responsibilities of all participants including, but not limited to weather briefings, training, and product/service verification as outlined in Geographic Area specific AOPs.

B. Procedures for documenting, monitoring and evaluating fire weather products, briefings and services delivered.

C. Provision for monitoring and evaluating advances in science and technology.

D. Provision for efficient means for technology transfer.

E. Provision for participation in fire weather research, development and application activities.

F. Provision that the NWS and Interagency Wildland Fire Agencies will work together at the National level to review IMET qualifications and standards annually, and will include changes, as appropriate, in the National Annual Operating Plan, and applicable National Wildfire Coordinating Group (NWCG) qualification documents.

G. Provision that NWS and Wildland Fire Agencies will work together to ensure fire agency decision makers receive consistent products and services.

H. Provision that the NWS and Wildland Fire Agencies will jointly develop and share meteorological methodologies and procedures.

I. Participation in weather briefings and conference calls with GACCs, NIFC, Multi-Agency Coordination Groups, NWS offices and IMETs as outlined in Annual Operating Plans.

J. Provision of fire weather expertise in accident/incident investigations.

K. Provision that the NWS forecast offices and Wildland Fire Agencies' websites establish specific links to both NWS and Predictive Services products.

L. Participation in Interagency groups

1. **Pre-season:**
   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 separate from this agreement and as warranted.
   c. Address training needs and scheduling classes, as needed.
   d. Update operational procedures documents, as needed and appropriate.

2. **Post-season:**
   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.

M. Participation in a meeting or teleconference annually to review the status of the current year operations and determine necessary changes. This shall include estimating the costs for such changes and determining the recommended services and responsibilities among the partnering agencies in the development of the AOP.

N. Maintenance of procedures for obtaining services, on-site support, other non-routine services and payment can be found in the Geographical Area and National Mobilization Guides. An electronic copy of the *National Mobilization Guide (aka "Red Book")* can be viewed via www.nifc.gov by selecting "National Interagency Coordination Center." Then select the "Policy" and "Reference Material" links to National Mobilization Guide.

O. Establishment of separate agreements or other appropriate arrangements between the requesting and servicing entities for requesting participation and providing reimbursement for NWS employees to serve as instructors in National Wildfire Coordinating Group (NWCG) and other courses. Reference the National Annual Operating Plan for additional information.

VII. AVAILABILITY OF APPROPRIATED FUNDS.

The signatory agencies enter into this Agreement under the authority of the The Coast and Geodetic Survey Act (33 U.S.C. §§ 883d and 883e), and their respective organic and appropriation acts.

The ability of the parties to carry out their responsibilities under this Interagency Agreement is subject to their respective funding procedures and the availability of appropriated funds. Should any party encounter budgetary shortfalls which may affect the activities to be carried out under this Interagency 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 Interagency 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 Interagency Agreement. The two documents, when taken together, contain all the elements required for an obligation under the statute. Hence, the signatory agencies agree that this Interagency Agreement shall automatically be incorporated by reference into any Resource Orders issued under it for IMET services and products, and that an obligation of funds will occur by the responsible agency at the time the NWS presents a copy of this Agreement and the Resource Orders for payment.

VIII. STATEMENT OF WORK.

Procedures for notification of and obtaining services from the NWS will be prepared and specified in the AOPs and in the Geographical Area and National Mobilization Guides. An electronic copy of the *National Mobilization Guide* can be viewed via www.nifc.gov by selecting "National Interagency Coordination Center." then selecting the "Policy" and "Reference Material" links to the National Mobilization Guide.

IX. TRANSFER OF FUNDS.

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 The Coast and Geodetic Survey Act (33 U.S.C. §§ 883d and 883e). 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/IMET Reimbursable Expense Report package that includes the Fire Weather Billing spreadsheet.by the applicable Wildland Fire Agency from the NWS. Each NWS' billing/expenditures invoice will be endorsed, reference the Resource Order, confirm the dates of services, include the amount billed, and include data elements required under Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10: each party's Treasury Account Symbol (TAS)--also called appropriation code, Business Partner Network Number--also called DUNS number, and Business Event Type Code (BETC).–The billing/expense report package, 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. Reimbursement payments for suppression-related activities will be accomplished via submission of billing invoices by NWS, which are inclusive of copies of the Resource Orders that define

the requested services and goods, and the expenditure back-up documentation to the responsible jurisdictional wildland fire agency. The NWS will not charge an administrative surcharge/indirect cost rate or any other expenditure that is not authorized under the Wildland Fire Agencies' Mobilization Guides, Handbooks and fully executed AOPs as identified in this Agreement and related to these activities. Items to be included are listed as follows.

a. The fire name, jurisdictional unit, and incident number (The copy of the Resource Order generally includes this information as does the IMET Reimbursement Expense Form);
b. Applicable support documentation requirements and required agency data elements ;
c. A copy of this Interagency Agreement complete with signatures, or the agency's agreement document number for subsequent billings;
d. Identification (name and phone number) of NWS financial contact; and
e. IPAC billings are to be submitted to the appropriate payment center by the NWS within sixty (60)-days of completion of service.

2. It is the responsibility of the requesting agency/office to develop and process a unilaterally signed funding document, or as otherwise authorized through the individual agencies' policies, to obligate funds. 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 NWS office that provided the service.
   c. Provide information to NWS regarding which payment center to send the billings for processing;

C. Non-Wildland Fire Suppression Activities: Activities requested under this heading are limited to unusual circumstances that require an on-site IMET and/or other technical support personnel to support landscape scale prescribed wildland fires, Burned Area Emergency Rehabilitation (BAER) Teams, and forecasting support for Long Term Fire Analyst (LTAN) input on wildland fires. The IMET must be requested through the Resource Order process. The obligation of funds, billings and payment functions will be accomplished pursuant to the process outlined above in Item B. of this Section and the The Coast and Geodetic Survey Act (33 U.S.C. §§ 883d and 883e). The USDA Forest Service however requires a separate, written Agreement for obligations and funding for non-suppression fire activities. The majority of IMET and/or other technical support to these activities is accomplished through Spot Weather Forecasts, which are provided by NWS without cost to the requesting agency.

D. All-Hazard Emergency Incident Activities: Shall be accomplished pursuant to the National Response Plan and the applicable Emergency Support Function (ESF) policies and procedures. The Forest Service is the primary agency coordinator for the Wildland Fire Management Agencies, except for the operations that occur in the State of Alaska where the Bureau of Land Management is the operational lead. Related obligation of funds, billings and payments are to be accomplished separate from this Agreement and pursuant to the National Response Plan. As a Support Agency listed under the ESF #4 and in accordance with the policies and procedures, the Department of Commerce, National Oceanic and Atmospheric Administration, National Weather Service will bill the Department of Homeland Security, Federal Emergency Management Administration (FEMA) directly for all related costs for this activity.

X. TERM OF AGREEMENT.

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, 2012, and shall remain in effect through September 30, 2017, or until such time as the Interagency Agreement is terminated by mutual agreement. The Agreement shall be reviewed by all participants to determine its suitability for renewal, revision, or termination in accordance with Section XI. If this Agreement is extended, the extension must be in writing, and approved and signed by authorized signatories for the agencies.

XI. TERMINATION AND SEVERABILITY.

Any signatory may terminate their participation in this Interagency 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 Interagency Agreement as long as the NWS remains a signatory.

Nothing herein is intended to conflict with current DOC, USDA or DOI directives. If the terms of this Interagency Agreement are inconsistent with existing directives of either of the agencies entering into this Interagency Agreement, then those portions of the Interagency 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 Interagency Agreement, all necessary changes will be accomplished either by an amendment to this Interagency Agreement or by entering into a new agreement, whichever is deemed expedient to the interest of all Parties.

XII. RESOLUTION OF DISAGREEMENT.

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 (TFM) Volume I, Part 2, Chapter 4700, Appendix 10: (Resolving Intra-governmental Disputes and Major Differences).

XIII. MODIFYING THE AGREEMENT.

Any signatory agency may initiate the modification of this Interagency 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.

XIV. PRINCIPAL CONTACTS.

The Points of Contact are responsible for coordinating an annual review of the currency and

adequacy of this Agreement among the signatories, and/or their designees. Changes to the Points of Contact can be made by written notification to the participating agencies.

National Weather Service:

National Fire Weather Program Manager
Heath Hockenberry
National Weather Service
3833 South Development Ave.
Boise, ID 83705
208/334-9862 – Office
heath.hockenberry@noaa.gov

Interagency Wildland Fire Agencies:

National Predictive Services
Edward Delgado
National Interagency Fire Center
3833 South Development Ave.
Boise, ID 83705
208/387-5451- Office
edelgado@blm.gov

XV. DEFINITIONS.

See NWCG Glossary of Fire Weather Terminology (www.nwcg.gov/pms/pubs/glossary)

XVI. SIGNATORY.

This Agreement shall be effective with and upon full execution of the final signature by the identified signatory agencies.

(See Attached, final page for signature)

David Caldwell, Director
Office of Climate, Water and Weather Services
DOC, NOAA, National Weather Service

Date

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

Acting

9/28/12
Date

Julie Visser, Supervisory Procurement Analyst
DOI, Bureau of Land Management- Fire and Aviation

9/26/12
Date

John Segar, Chief

9/26/12
Date

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Branch of Fire Management
DOI, Fish and Wildlife Services

Billie Jo Farrell, Administrative Officer
DOI, Fish and Wildlife Services

9/26/12
Date

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

9/26/12
Date

Kevin Kelly, Contracting Officer
Bureau of Indian Affairs - Division of Acquisition

9/28/2012
Date

William Kaage, Chief
Branch of Wildland Fire
DOI, National Park Service

9/26/12
Date

Sheila Williams, Agreements Specialist
DOI, National Park Service

9/26/12
Date

for Tory Henderson, Acting Assistant Director, Operations

9/27/12
Date

Final– 09/23/12
Fire and Aviation Management
USDA, Forest Service

Danielle L. Price, Agreements Acquisition Management
USDA, Forest Service- Fire and Aviation Management

9-27-12
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Date

John Segar, Chief

Date