

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. L17PG00263
BIA Agreement No. 2017-BIANIFC-IAA-001
FWS Agreement No. FF09R22000-17-IA003
FS Agreement No. 17-IA-11132543-020
NPS Agreement No. G9560170081
NWS Agreement No. 17-IA-11132543-020

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 is among the National Weather Service, hereinafter 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 IMETs and other technical 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. The Wildland Fire Agencies have statutory authority to coordinate with state agencies for wildland fire protection and Stafford Act response via cooperative agreements.

The Wildland Fire Agencies are also responsible for ensuring that 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. Forest Service Organic Act of 1897 (16 U.S.C. 551 *et seq.*)

III. PURPOSE.

The intent of this Agreement is for NWS to provide Wildland Fire Agencies with accurate and timely meteorological and fire danger information which is required to manage resources effectively and efficiently. Another key purpose of this Agreement is to identify the products and services that will be exchanged between the NWS and Wildland Fire Agencies. These products and services are designed to meet the needs of the public and the Wildland Fire Agencies related to the protection of life and property, cost containment and efficiency, and the enhancement of ecosystem health. It is also the purpose of this Agreement to set forth the general terms and conditions under which services will be requested by the Wildland Fire Agencies within the above-cited authorities.

IV. OBJECTIVES.

The objectives of this Agreement are:

- A. Identify the products and services to be exchanged between the NWS and the Wildland Fire Agencies;
- B. Continue and maintain interagency relationships; and

C. Define the roles and responsibilities of the NWS and the 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 the Wildland Fire Agencies under this Agreement are subject to the authorities cited in this agreement and the availability of appropriated funds. These services are further defined in the National Fire Weather Annual Operating Plan (AOP) developed separately from this Agreement, but incorporated by reference as supplemental to this Agreement.

A. The NWS agrees to provide:

1. Non-reimbursable basic (routine) meteorological services in support of wildland fire suppression activities. Examples include: daily fire weather forecasts, spot forecasts, briefings, fire danger weather forecast, etc.
2. Reimbursable non-routine Weather Forecast Office (WFO) in support of fire suppression services including, but not limited to, on-site meteorological support consultations and technical advice that are required to fulfill the primary purpose of this agreement. These non-routine services are set apart from the daily and usual forecast information provided by the WFO.
3. Other reimbursable technical services in support of fire suppression including, but not limited to, Burned Area Emergency Rehabilitation (BAER) Teams, forecasting support for Long Term Fire Analyst (LTAN) input on wildland fires, and other services that qualify as a geophysical science and meet interagency position standards during critical events of national significance, such as Air Resource Advisors. Supply of other technical services must have the approval of the applicable NWS Region, and be requested via normal resource ordering process. Resource orders are processed by dispatchers, service personnel, and logistics coordinators to document the request, ordering or release of resources, and the tracking of those resources on an incident.
4. As needed, similar weather-related or technical services in support of non-suppression wildland fire projects or activities, such as prescribed fires, burned area rehabilitation/stabilization, or instructor-led training when requested by a Wildland Fire Agency. These services are reimbursable, but require separate, written agreement(s) to address funding and billing/payment between NWS and the requesting agency. Services provided for these types of projects or activities are supplemental to this agreement and should be consistent with the authority, qualifications, and terms of this agreement. Resource orders are optional.

B. Wildland Fire Agencies agree to provide:

1. Operational support for IMETs or other technical specialists 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, National Fire Danger Rating System, and other Agency systems that support wildland fire

weather.

3. Reimbursement to the NWS for activities under section V.A.2 and V.A.3 of this agreement associated with on-site meteorological and other technical services/support includes the following:
 - a. Costs incurred by the NWS employee's duty station as a direct result of an order. This cost is primarily NWS IMET duty station overtime, associated employer contributions, and differential pay incurred as a direct result of the IMET dispatch.
 - b. Costs above base salary including overtime incurred by the NWS employees. This includes associated employer contributions and differential pay incurred as a direct result of the order.
 - c. After completion of a 14 day assignment and return to the home unit, two mandatory days off will be provided (administrative leave). The days off must occur on the calendar days immediately following the return travel in order to be charged to the incident. Pay entitlement, including administrative leave, for a paid day(s) off cannot be authorized on the individual's regular day(s) off at their home unit. This practice is consistent with the policies in the Interagency Incident Business Management Handbook, <http://www.nwcg.gov/pms/pubs/large.html#iibmh>, for federal employees. The provision of administrative leave is considered important to and 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 service costs that 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 annually via separate reimbursable agreement for telecommunication services.
 - f. Hardware replacement for items that are damaged or fail due to on-site incident conditions.
 - g. All travel costs and lodging expenses for federal employees as authorized pursuant to the policies in the Interagency Incident Business Management Handbook, <http://www.nwcg.gov/pms/pubs/large.html#iibmh>.
 - h. Agency-owned or privately-owned four-wheel drive SUV, pickup or similar rental vehicle to travel to an incident with equipment as required by IMET position in accordance with Chapter 20 of the National Mobilization Guide..
 - i. 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 AOPs for Fire Weather Services. AOPs will be executed separate from this Agreement, but carried out as an extension of the authority and terms of this Agreement. AOPs will set forth procedures and establish costs at Geographical Area Coordination Centers (GACC), National Interagency Fire Center (NIFC), or WFO 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 specifications for:

- 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. Requirements related to 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 the following 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 review 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.); and SPB
- 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 Fire Weather Annual Operating Plan for additional information;

VII. AVAILABILITY OF APPROPRIATED FUNDS.

The signatory agencies enter into this Agreement under the authority of the Coast and Geodetic Survey Act (33 U.S.C. §883d and § 883e), and their respective organic and appropriation acts. 33 U.S.C. §883d and § 883e authorizes NOAA to enter into agreements, with, and to receive and expend funds made available by, any State or subdivision thereof, any Federal agency, or any public or private organization, or individual, for surveys, investigations, and research in geophysical sciences.

The ability of the individual signatory agencies to carry out their respective responsibilities under this Agreement is subject to their respective funding procedures and the availability of appropriated funds. Should any signatory agency encounter budgetary shortfalls or limitations that may affect the activities to be carried out under this Agreement, that signatory agency will provide timely notification to the other signatory agencies 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 because this Agreement 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 an obligation under the statute. Therefore, the signatory agencies agree this Agreement shall automatically be incorporated by reference into any Resource Orders issued under it for NWS 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. 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 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, thus constituting a binding obligation. The Wildland Fire Agencies will take appropriate steps to ensure the funds will be available when the obligations are recorded. This will occur when the applicable Wildland Fire Agency receives a completed Reimbursable Expense Report form (Exhibit A) from the NWS.
 1. Each expense report package must be endorsed and include:
 - a. A copy of the resource order and supporting documentation for expenditures.
 - b. Agency required data elements in accordance with Treasury Financial Manual direction, such as Agency Location Code (ALC), Treasury Account Symbol (TAS), Business Partner Network Number or DUNS, and Business Event Type Code (BETC).
 - c. Applicable overhead assessment for indirect costs consistent with NOAA financial policy. Indirect cost rates vary by NWS geographic location. Generally, indirect cost rates will range from 13% to 18%, with a maximum of generally 22%. NWS waives indirect costs by the maximum amount allowed under NOAA policy. The NWS will annually provide a table of applicable overhead rates, stratified by NWS originating office, as an appendix to this Agreement through the National Annual Operating Plan.
 - d. Identification (name and phone number) of NWS financial contact.
 2. It is the responsibility of the funding 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 funding 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; and
 - c. Provide information to NWS regarding which payment center to send the IPAC billings to for processing;
 3. IPAC billings are to be submitted to the appropriate payment center by the NWS within ninety (90)-days of completion of service.
- C. Non-Suppression Wildland Fire Projects/Activities: Activities requested under this heading are referenced in Section V.A.4 and are accomplished supplemental to this Agreement via a separate,

written interagency agreement and/or funding order to address obligation, billing and payment terms.

- D. All-Hazard Emergency Incident Activities: The National Response Framework and the applicable Emergency Support Function (ESF) policies and procedures govern activities implemented as Presidentially-declared disasters and emergencies under the Stafford Act. The Forest Service is the primary agency coordinator for the Wildland Fire Management Agencies for ESF-4 Firefighting. As a Support Agency listed under the ESF-4 and subtasked by the Forest Service, the Department of Commerce, National Oceanic and Atmospheric Administration, National Weather Service will bill the Forest Service utilizing the billing process defined in VIII-B above.

Outside the scope of this Agreement, the Department of Homeland Security, Federal Emergency Management Administration (FEMA) may issue Mission Assignments (MAs) directly to the National Weather Service. These MAs and all associated obligations, billings, and payments are processed separately from this Agreement. .

IX. TERM OF AGREEMENT.

This Agreement will become effective upon full execution of the final signature by the identified signatory agencies. The period of performance is from October 1, 2017 to September 30, 2022. The Agreement shall be reviewed by all signatory agencies 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.

Upon full execution, this Agreement supersedes and replaces the previous agreement that was executed by the parties on September 28, 2012; referenced as NWS Agreement No. NOAA-NWS-2013-F0001, BLM L12PG00326, BIA A12PG00142; FWS FF09R22000-D-1001A, FS 12-IA-11130206-067, NPS R9560120150.

X. TERMINATION AND SEVERABILITY.

Any signatory agency 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 signatory agency'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 Department of Commerce, U.S. Department of Agriculture or Department of Interior directives. If the terms of this Agreement are inconsistent with existing directives of any of the signatory 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 signatory agencies.

XI. 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).

XII. MODIFYING THE AGREEMENT.

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 Bureau of Land Management 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.

XIII. 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 signatory 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

XIV. DEFINITIONS.

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

XV. SIGNATORY.

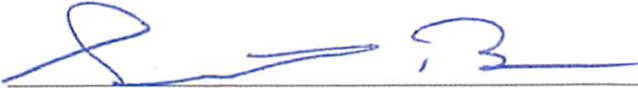
This Agreement shall be effective with and upon full execution of the final signature by the identified signatory agencies.



Andrew Stern,
Analyze, Forecast and Support Office
DOC, NOAA, National Weather Service

9/25/17

Date



Grant Beebe, Acting Deputy Assistant Director
Fire and Aviation (Boise)
DOI, Bureau of Land Management

9-6-17

Date



Jeff Worthley, Contracting
DOI, Bureau of Land Management- Fire and Aviation

9/11/17

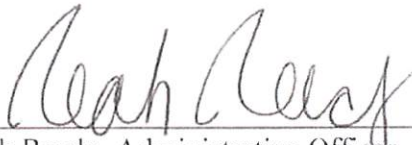
Date



Chris Wilcox, Chief
Branch of Fire Management
DOI, Fish and Wildlife Services

9/6/17

Date



Reah Reedy, Administrative Officer
DOI, Fish and Wildlife Services

9/6/17

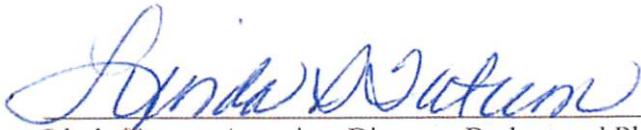
Date



Aaron Baldwin, Director
Branch of Fire Management
DOI, Bureau of Indian Affairs

9/7/17


Date



Linda Tatum, Associate Director, Budget and Planning
DOI, Bureau of Indian Affairs

8/31/17

Date

 For

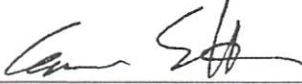
William Kaage, Chief
Branch of Wildland Fire
DOI, National Park Service

8/31/17
Date



Sheila Wallace, Agreements Specialist
DOI, National Park Service

8/31/17
Date



Lawrence Sutton, Director, Operations
Fire and Aviation Management
USDA, Forest Service

09/13/17
Date



988 Danielle L. Bohn, Agreements Specialist
USDA, Forest Service

9-12-17
Date