

**INTERAGENCY AGREEMENT**  
**for**  
**METEOROLOGICAL SERVICES**

Among the  
Bureau of Land Management  
Bureau of Indian Affairs  
U.S. 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  
United States Department of Commerce  
BLM Agreement No. 1422RAI02-0030  
BIA Agreement No.  
FWS Agreement No.  
FS Agreement No. 02-IA11130206041  
NPS Agreement No.  
NWS Agreement No. 201-02-002

**1.0 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 (NWS).

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 as “NWS” and the federal wildland fire management agencies as the “Interagency Wildland Fire Agencies.”

The National Weather Service is legally mandated to issue weather forecasts and warnings for the protection of life and property. The Interagency 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 NWS and Interagency Wildland Fire Agency responsibilities are defined in Section 5. The NWS Weather Forecast Office (WFO) products and services shall be focused on respective County Warning Forecast Areas (CWFA) for the operational concerns of local wildland fire agency districts, while Interagency Wildland Fire Agencies shall focus on geographic area and national level products and services. The needs of geographic areas are met using a geographic area Memorandum of Understanding and/or geographic specific Annual Operating Plan (AOP) - (see appendix 1 for a suggested outline), and this Interagency Agreement. The NWS and Interagency Wildland Fire Agencies will coordinate and cooperate on developing fire weather policy, standards and guidelines

## **2.0 AUTHORITIES.**

- A. Economy Act of June 30, 1932 (47 Stat. 417; 31 U.S.C. 1535), as amended.
- B. Travel Authority (5 U.S.C. 5702).
- C. Organic Act of 1890 (15 U.S.C. 313).
- D. Joint Project Authority (49 U.S.C. 44720).
- E. Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.).
- F. National Park Service Organic Act of August 1916 (16 U.S.C. 1).
- G. National Wildlife Refuge Administration Act of June 27, 1998 (16 U.S.C. 668dd)
- H. Disaster Relief Act of 1974 (42 U.S.C. 5147).
- I. National Indian Forest Resources Management Act of 1990 (25 U.S.C. 3101 et seq.).
- J. Cooperative Forestry Assistance Act of 1978 (P.L. 95-313, 92 Stat. 365 as amended; 16 U.S.C. 2101 (note), 2101-2103, 2103a, 2103b, 2104-2105).

- K. Federal Fire Prevention and Control Act of October 29, 1974, (P.L. 93-498, 15 U.S.C. 2201 et seq., 88 Stat 1535.)

### **3.0 PURPOSE.**

The purpose of this Inter-Agency Agreement is to combine resources and provide complementary services without duplication to best serve the needs of the public and all agencies for the protection of life, property and resource values to enhance ecosystem health. Accurate and timely meteorological and fire danger information is required to manage these resources effectively and efficiently. It is also the purpose of this Agreement to set forth the terms and conditions under which the NWS will continue to provide meteorological services to support these efforts as requested by the Interagency Wildland Fire Agencies. It is with this knowledge that this Inter-Agency Agreement is entered into.

This Agreement supersedes the “National Agreement for Meteorological Services in Support of Agencies with Land Management and Fire Protection Responsibilities” among the six participating agencies, as listed above, that was effective June 1983.

### **4.0 OBJECTIVES.**

The objectives of this Agreement are:

- A. To identify meteorological services to be provided;
- B. Establish interagency relationships; and B.
- C. Define obligations of the NWS and Interagency Wildland Fire Agencies.

### **5.0 RESPONSIBILITIES.**

The responsibilities listed are not all-inclusive, but are meant to provide the overall scope of services provided by the respective agencies.

- A. The National Weather Service agrees to:

All obligations undertaken by the NWS under this Agreement are subject to the

availability of appropriated funds.

1. Provide Basic Meteorological Services: Basic Meteorological Services will be provided in accordance with the Annual Operating Plan (AOP) for Fire Weather Service for designated NWS offices. These services will be made available without cost to Interagency Wildland Fire Agencies and will include:
  - a. Routine fire weather forecast and updates during the designated period outlined in the AOP.
  - b. Extended and long-range weather and climate outlooks.
  - c. NWS weather observations.
  - d. Fire Weather Watch and Red Flag Warning program.
  - e. Site-specific forecasts for wildland fires or special federal projects (i.e. spraying, seeding, fuels management, or search and rescue operations).
  - f. Provide consultation and technical advice in support of basic services to Interagency Wildland Fire Agencies.
  - g. Provide weather information to a central communication gateway and the internet for Interagency Wildland Fire Agencies' use and further distribution.
  - h. Provide a cadre of Incident Meteorologists (IMET) in support of the fire weather program.
  - i. Maintain a current list of offices providing basic meteorological services.
  - j. National scale short-range fire weather outlooks.
2. Non-Routine Services: These services will be provided by designated NWS offices.

Expenses above planned salary and operating costs will be borne by the benefiting agency.

- a. Weather Observer training.
  - b. Weather observation station visits.
  - c. Participation in Wildland Fire Agency training.
    1. Course development.
    2. Classroom instruction.
  - d. On-site meteorological services.
3. Fire Weather Training: The NWS recognizes the need for specialized training in fire weather meteorology for forecasters. Costs associated with training NWS staff will be borne by NWS. The NWS will meet this need as follows:
- a. The NWS will ensure all meteorologists producing fire weather products have met the minimum fire weather forecaster training requirements.
  - b. The NWS will provide specialized training for the purpose of qualifying NWS IMETs.
4. Participation in interagency groups: All NWS costs will be borne by NWS.
5. Wildland fire suppression related activities: The NWS will not charge an administrative surcharge or any other expenditure that is not authorized under the Wildland Fire Agencies' Appropriation Acts related to these activities.

## **B. Interagency Wildland Fire Agencies**

Wildland Fire Agencies' programs provide Geographic Area and national products for the strategic role of resource prioritization and utilization. Specific responsibilities of

Wildland Fire Agencies are listed below.

1. Operational Support and Predictive Services

a. Geographic Area and national level fire weather products, services and assessments will be provided for resource allocation and prioritization.

b. Integration of weather and climatic sciences into Geographic Area Coordination Center (GACC) operations.

c. Develop value-added products to enhance short and long-range outlooks and projections.

d. Provide weather briefings to GACC and NIFC Coordinators and Multiagency Coordinating Groups.

e. Manage weather and climatology portions of GACC web site.

f. Manage agency fire weather infrastructure.

g. Smoke management.

2. Program Management

Program management of federal land management and fire agencies' fire weather responsibilities, which includes:

a. Program coordination with state agencies.

b. Programmatic guidance, evaluation and certification.

c. Advice and staff support to Fire Directorate

d. Manage weather station network.

e. Liaison between field users and service providers.

f. Participation in activity reviews.

### 3. Monitoring, Feedback and Improvement

a. Transmit feedback to product and service providers.

b. Suggest improvements to providers of products and services received.

c. Advise agencies on quality control of weather observations.

d. Coordination with NWS and users in assessment and evaluation of program effectiveness.

e. Fire weather expertise in accident/incident investigations.

### 4. Technology Transfer

a. Transfer meteorology and climatology knowledge to field level personnel.

b. Promote proper usage by agency personnel of weather and climate products and services.

c. Conduct training/expertise needs assessment.

d. Coordinate data and technology acquisition.

e. Participation on training cadre.

### 5. Agency Computer Systems

Where fire management computer systems are locally available, access to the systems will be granted to NWS to provide services, as needed. Costs will be borne by the Interagency Wildland Fire Agencies for requirements that are beyond the distribution of weather information through a central communications gateway.

6. Fire Weather Observations:

- a. Provide routine surface weather observations to NWS.
- b. Provide all equipment, equipment maintenance, inspection of weather observation sites, and data quality control.
- c. Pay all travel and per diem costs associated with Interagency Wildland Fire Agencies' requests for visits of NWS personnel to weather observing sites.
- d. Provide for collection, storage and retrieval of remote automatic weather stations (RAWS) data.
- e. Provide observations for site specific and other special forecasts.

7. On-Site Meteorological Support:

- a. Pay costs directly associated with on-site meteorological support by NWS personnel. This includes costs incurred by the NWS IMET duty station.
- b. Provide logistical and weather observation support to NWS personnel at onsite operations.
- c. Provide and pay costs associated with telecommunication services.

8. Training:

- a. Pay per diem and travel costs for NWS personnel instructing and providing course development in Wildland Fire Agency training.



- b. Provide technical assistance, instruction, and supporting material for NWS sponsored fire weather training sessions.

## 9. Other Non-Routine Services

Interagency Wildland Fire Agencies will provide logistics support and pay all overtime, travel, and per diem costs of NWS personnel associated with the provision of all other special fire meteorological services, including Wildland Fire agency approved wildland fire familiarization for NWS personnel.

### **6.0 JOINT RESPONSIBILITIES:**

NWS and Interagency Wildland Fire Agencies shall jointly prepare national and Geographic Area specific MOUs and/or AOPs for Fire Weather Services that will set policy and procedures at GACC, NIFC, state or forecast office level, and shall include:

- A. Shared responsibilities of all participants shall include, but not limited to weather briefings, training, research, product/service verification as outlined in Geographic Area specific AOPs.
- B. Provision for monitoring, feedback and improvement.
- C. Procedure for documenting, monitoring and evaluating fire weather products, briefings and services delivered.
- D. Provision for monitoring and evaluating advances in science and technology.
- E. Provision for efficient means for technology transfer.
- F. Provision for participation in fire weather research activities.
- G. Provision that on-site IMET services may be provided by Interagency Fire Weather Meteorologist meeting NWS standards only when NWS IMETs are not available to meet Wildland Fire Agency resource requests on a national basis. The coordination for

Interagency Fire Weather Meteorologists will be done between the NWS IMET coordinator and the National Interagency Coordination Center.

H. Provision that NWS meteorologists and Interagency Wildland Fire Agency meteorologists stationed at GACCs and at NIFC will work together to ensure fire agency decision makers receive consistent and coordinated fire weather products and services.

I. Provision that the NWS and Interagency Wildland Fire Agencies will jointly develop and share technology including meteorological software and data, Advance Technology Meteorological Units, portable weather stations, etc. to improve abilities and performance.

J. The NWS and Wildland Fire Agency meteorologists shall work closely in all phases of the fire weather forecast and warning program to resolve concerns and avoid potential inconsistencies in products and services prior to delivery to fire agency customers. The goal of all agencies is to maximize firefighter and public safety through a coordinated delivery of consistent services.

K. The Parties 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 by this Agreement, because the Agreement does not constitute a binding obligation under 31 U.S.C. § 1501 since it cannot anticipate the specific goods or services for which payment will be requested, or the individual payment amounts, 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 Parties 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 the Agreement. The two documents, when taken together, contain all the elements required for an obligation under the statute. Hence, the Parties agree that this Agreement shall automatically be incorporated by reference into any Resource Orders issued under it, and that an obligation of funds will occur at the time the NWS presents a copy of this Agreement and the Resource Orders for payment. The parties also agree to work toward a more efficient resolution of this administrative process for obligation and payment of fire suppression funds.

## **7.0 STATEMENT OF WORK.**

Procedures for notification of and obtaining services from the NWS will be prepared and specified in the Annual Operating Plans (AOP) and/or in the MOUs for the Geographic Area Coordinating Centers, and in the Geographical Area and National Mobilization Guides. An electronic copy of the National Mobilization Guide can be viewed via [www.nifc.gov](http://www.nifc.gov) - select

“National Interagency Coordination Center” – select “References” link to National Mobilization Guide.

## **8.0 TRANSFER OF FUNDS.**

A. Billing and collection procedures will follow the Intra-governmental Payment and Collection (IPAC) system process.

B. Wildland Fire Suppression Activities: Transfers under this subsection are under the Disaster Relief Act, 42 U.S.C. § 5147. Reimbursable costs are estimated not to exceed a maximum of \$2,000,000.00 per fiscal year. In the event this amount is insufficient for a particular fiscal year, this Agreement may be modified to increase the amount of funding, subject to the availability of funds. This Agreement is automatically incorporated by reference into any Resource Order that is issued under it, constituting a binding obligation. The Interagency Wildland Fire Agencies warrant that they will administratively reserve these funds to ensure that the funds will be available when the obligations are recorded. The recording of the obligations will occur upon the receipt of the billings from the NWS by the applicable Interagency Wildland Fire Agency. The billings, inclusive of copies of this Agreement, the Resource Order(s), and expenditure documentation, will define the specific services, supplied goods and costs for each order, and subsequent obligation and payment.

1. Reimbursement payments for suppression-related activities will be accomplished by submission of billings, which are inclusive of copies of the Resource Orders that define the requested services and goods, and the expenditure back-up documentation. The NWS will not charge an administrative surcharge or any other expenditure that is not authorized under the Wildland Fire Agencies’ Appropriation Acts related to these activities
2. It is the responsibility of the requesting agency/office to provide billing instructions to the NWS office that provided the service, which includes the items listed below. It is also the responsibility of the requesting agency/office to conduct any required verification of costs, authorization of expenditures and reconciliation of payment.
  - a) The fire name, jurisdictional unit, and incident number (The copy of the Resource Order generally includes this information);
  - b) Applicable support documentation requirements;
  - c) A copy of this Agreement complete with signatures;
  - d) Identification (name and phone number) of NWS financial contact;

- e) Provide information to NWS regarding which payment center to send the billings for processing; and
- f) Billings and support documentation are to be submitted to the appropriate payment center by the NWS within sixty-days of completion of service.

C. Non-Wildland Fire Suppression Activities: Obligation of funds and payments for non-wildland fire suppression activities that are included in the Annual Operating Plan (AOP) shall be accomplished by Task Orders against this Agreement between the concerned agencies by the responsible officers at the appropriate level operating within their authority.

1. All funding obligations must be placed against the individual agency/office's Task Order number and not against this Agreement number.
2. Task Orders to this Agreement may be approved and signed for the NWS by the Director, Office of Climate, Water and Weather Services.
3. Each federal agency shall make direct settlement from its own funds for all liabilities it incurs under this Agreement.
4. The NWS will not charge any agency that is signatory to this Agreement an indirect administrative surcharges for activities addressed in the respective Annual Operating Plan(s) and Geographical Area MOUs, and are requested through Task Orders or Resource Orders under the National Mobilization Guide.
5. Task Orders may be prepared in any format acceptable to the agencies involved in each project. At a minimum, each Task Order written in support of this Agreement will include the following items:
  - a) Detailed description of services to be done or supplies to be delivered;
  - b) Description of the deliverables;
  - c) Performance period for completion;
  - d) Cost estimates;
  - e) Identify responsible project officials for each Task Order agency;
  - f) Payment procedures (applicable billing procedures, identification of codes,

method of payment—advance/reimbursement; and Signature(s) by authorized personnel for each Task Order agency.

- g) Signature(s) by authorized personnel for each Task Order agency.

## **9.0 TERM OF AGREEMENT.**

The terms of this Inter-agency Agreement shall become effective with and upon execution by NWS and any or all Interagency Wildland Fire Agencies and shall remain in effect for a period of five-years from the date the last signature was placed on the signatory section, or until such time as the Inter-agency Agreement is terminated by mutual agreement. Any signatory may terminate their participation in this Agreement by written notice to all other signatories provided that such notice shall be given between the dates of October 1 of any year and February 1 of the following year. Full credit shall be allowed for each 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 Agreement as long as the NWS remains a signatory.

## **10.0 RESOLUTION OF DISAGREEMENT.**

Should disagreement arise on the interpretation of the provisions of this Agreement, or modifications 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. Conflicts and/or disagreements that cannot be resolved at the regional (GACC) level will be elevated to the National Fire Weather Program Managers for the NWS and Interagency Wildland Fire Agencies. If the conflict cannot be resolved at the National Program Managers level, the conflict will be elevated to the Agency Director level (NWS and applicable Wildland Fire Agency Director) for final resolution.

## **11.0 GENERAL PROVISIONS.**

A. Parties to this Agreement are not obligated to make expenditures of funds or provide services under terms of this Agreement unless such funds are appropriated or services are authorized by either the State Legislatures or the Congress of the United States, or are otherwise available under Section 101 and 102 of the Annual Appropriations Act for Interior and Related Agencies.

B. The points of contact listed in Section 13 will review this Agreement annually.

C. Modifications to this Agreement may be initiated by any signatory agency. The modifications

shall not take effect until documented and signed by all signatory agencies.

1. The BLM is designated as the agency responsible for all administrative oversight of modifications to this agreement.

2. Modifications to this Agreement may be approved for the NWS and signed by the Director, Office of Climate, Water and Weather Services, or pursuant to NWS protocol.

D. The signatory Interagency Wildland Fire Agencies agree to consider expansion of this Agreement to cover areas of mutual concern, e.g., changing technology and improved procedures, as opportunities for such cooperation become available.

## **12.0 WAIVER.**

Each party to this agreement does hereby expressly waive all claims against the other party for compensation for any loss, damage, personal injury or death occurring in consequence of the performance of this agreement.

## **13.0 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.

### National Weather Service:

National Fire Weather Program Manager

Rusty Billingsley

National Weather Service

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### Interagency Wildland Fire Agencies:

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#### **14.0 DEFINITIONS.**

When the following terms are used in this Agreement, or in an AOP, such terms will have the meanings stated below.

**A. Annual Operation Plan for Fire Weather Services (AOP):** A procedural guide, based on the National Interagency MOU and applicable Geographic Area MOUs, which describes fire meteorological services provided within the Geographic Area of responsibility, including NIFC. At a minimum the AOP will include the items in Appendix 1, Annual Operating Plan - Required Elements and Suggested Format.

**B. Assessment:** Fire weather and/or fire danger product based on a thorough evaluation of all pertinent sources of meteorological and fire danger information.

**C. Basic Meteorological Services:** Basic meteorological services are those state-of-the-science meteorological forecasts, warnings, observations and statements produced at a designated NWS office.

**D. Fire Weather Watch:** Fire Weather Watch is issued to advise of conditions, which could result in extensive wildfire occurrence or extreme fire behavior, which are expected to develop in the next 12 to 48 hours, but not more than 72 hours. In cases of dry lightning, a Fire Weather Watch may be issued for the next 12 hours. Fire Weather Watch meteorological and fuel criteria will be defined in the AOP.

**E. Geographic Area:** A geographic boundary designated by Interagency Wildland Fire Agencies, where these agencies work together in the coordination and effective utilization of

resources within their boundaries. The National Interagency Mobilization Guide identifies the areas encompassed by the eleven Geographic Areas.

**F. Geographic Area Memorandum of Understanding (MOU):** A document, based on the National Interagency Memorandum of Understanding for Meteorological Services, which establishes local policy to meet unique needs of a Geographic Area.

**G. Incident Meteorologist (IMET):** A meteorologist specially trained to provide on-site meteorological support of Wildland Fire Agency designated incidents.

**H. Non-Routine Services:** Meteorological services uniquely required by interagency Wildland Fire Agencies, which usually are not provided from a designated NWS office.

**I. On-Site Meteorological Services:** Special service which dedicates an IMET to an incident so that they are removed from their normal duties.

**J. Predictive Services:** Those Geographic Area/national level fire weather and/or fire danger services and products produced by Wildland Fire Agency meteorologists in support of resource allocation and prioritization.

**K. Red Flag Warning:** Red Flag Warning is used to warn of impending or actually occurring critical weather conditions that could result in extensive wildland fire activity. A warning will be issued when the forecast time of onset is less than 24 hours. Red Flag Warning meteorological and fuel criteria will be defined in the AOP.

**L. Routine Fire Weather Forecasts:** A Routine Fire Weather Forecast is a scheduled narrative and/or matrix forecast of weather parameters pertinent fire management activities in support of protection of life, property, and resources at risk in a given area. The number of parameters may vary due to regional weather requirements, but normally include a brief weather synopsis, expected weather and clouds, duration of precipitation, maximum and minimum temperature/relative humidity, wind direction and speed, transport and stability parameters, and lightning activity level. These forecasts normally cover the next 48 hours and may include input for the computation of National Fire Danger Rating System indices. These forecasts may also include long-range outlooks.

**M. Site Specific Forecasts:** Site-specific forecasts are issued when requested by Interagency



Wildland Fire Agencies for wildland fires. These forecasts differ from routine fire weather forecasts by incorporating greater detail in timing, higher resolution of terrain influences, and incorporate meso-scale and sometimes micro-scale weather influences impacting the site. These may be generated from an office with Wildland Fire supplied information (i.e., location, weather observations, objectives) or generated by an IMET assigned to the incident. Forecast formats may vary but all are highly tailored to satisfy requirements of the incident objectives.

**N. Wildland Fires:** All ignitions that occur on wildlands.