

**Forest Service Manual
National Headquarters - Washington Office
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**Forest Service Manual 1500 – External Relations
Chapter 1530 - Interdepartmental**

Amendment: 1500-1990-10

Effective date: December 17, 1990

Duration: This amendment is effective until superseded or removed.

Superseded Directive:

Approved by: F. Dale Robertson, Chief

Date approved:

Responsible Staff:

POSTING NOTICE. Amendments are numbered consecutively by title and calendar year. Post by document name. Remove entire document and replace with this amendment. Retain this transmittal as the first page of this document. The last amendment to this Title was Amendment 1500-90-9 to FSM 1530.

Explanation of changes: Following is an explanation of the changes throughout the directive by section.

1532.12: Revises caption and replaces outdated Memorandum of Understanding for Geostationary Operational Environmental Satellites (GOES) Collection System Program with the current Memorandum of Agreement.

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1532 - Department of Commerce

1532.1 - National Oceanic and Atmospheric Administration

1532.11 - Memorandum of Understanding With the National Weather Service for Preparation, Issuance, and Distribution of Snow Avalanche Bulletins

74-SIE-003

MEMORANDUM OF UNDERSTANDING
between the
U.S. FOREST SERVICE AND NATIONAL WEATHER SERVICE
for the
PREPARATION, ISSUANCE AND DISTRIBUTION
OF SNOW AVALANCHE BULLETINS

I. PURPOSE

To provide for interagency cooperation in the preparation and distribution of snow avalanche bulletins to alert the general public to periods when numerous snow avalanches are expected.

II. AUTHORITY

Specific authorities of the Forest Service and the National Weather Service to operate under this Memorandum will be cited in the local agreements and will reflect the work to be done by both parties.

III. OBJECTIVES

A. To alert the general public to periods when numerous snow avalanches are expected.

B. To provide additional observations and reporting of current weather and snow conditions in the mountains during the winter.

C. To provide an efficient means of transmitting snow avalanche information to the general public as well as to specific user groups whose operations are influenced by snow cover stability.

IV. SCOPE OF OPERATIONS

This interagency Memorandum of Understanding authorizes Forest Service Regional Foresters and/or Station Directors and National Weather Service Regional Directors to enter into local memoranda of understanding which will set forth specific procedures for the preparation and distribution of avalanche bulletins for mountainous areas within their respective geographical areas of responsibility.

V. DURATION; TERMINATION

This Memorandum of Understanding shall become effective upon the date of approval of the last signatory. It may be amended from time to time as mutually agreed upon by the agencies party thereto. A participating agency may terminate this agreement upon 12 months advance written notice to the other participating agencies.

Date February 1, 1974

Signed /s/ Thomas C. Nelson
Acting Chief, Forest Service, USDA

Date March 4, 1974

Signed _____/s/
Director, National Weather Service

1532.12 - Memorandum of Agreement for Geostationary Operational Environmental Satellites (GOES) Collection System Program

90-SIA-026

MEMORANDUM OF AGREEMENT

INTRODUCTION

The National Environmental Satellite, Data, and Information Service (NESDIS) of the National Oceanic and Atmospheric Administration (NOAA) [hereinafter referred to as the operator, the operator of the Geostationary Operational Environmental Satellite (GOES) and the Command and Data Acquisition (CDA) Station] and the Forest Service, Department of Agriculture, Washington, D. C., [hereinafter referred to as the user, the provider of Data Collection Platforms and the user of the data collected] agree on the "Joint Understanding" below and agree to fulfill the undertakings specified.

I. Name of Program

The program to which this Memorandum applies shall be known as the "Forest Service, Department of Agriculture, GOES Data Collection System (DCS) Program."

II. Purpose of Program

The purpose of this program is to provide for the collection and dissemination of environmental data from remote data collection platforms (DCP's).

III. Joint Understanding

A. To qualify for collection by the GOES, the data from the user's Data Collection Platforms must fall within the definition of environmental data. Environmental data are defined as observations and measurements of physical, chemical, or biological properties of the oceans, rivers, lakes, solid earth, and atmosphere (including space), as defined in 15CFR 911.2 (a).

B. Authority for the GOES to utilize the radio frequency band 401.7 to 402.4 MHz as an uplink and the radio frequency band 468.835/468.825 MHz as a downlink is derived from the Frequency Assignment Subcommittee/Inter-departmental Radio Advisory Committee. The user is responsible for obtaining authority from appropriate national agencies to transmit on frequency channels, designated by the operator, within the uplink band. The operator will provide address codes to the user.

C. The operator will normally not assign a channel to one user for exclusive use; however, such assignments (also called dedicated channels) may be made when the user presents sufficient justification as determined by the operator.

D. The operator reserves the right to terminate or suspend the user's participation in this program in the event of spacecraft or ground equipment limitations requiring curtailment or elimination of services. In general, the operator will use as a guide for curtailment or elimination the least priority category as assigned in paragraph V (D) below, and proceed in ascending order as required without regard to user affiliation. Per Federal Regulation 15 CFR Part 911.2(h) Vol. 46, No. 191 published October 1981, "NOAA will make every effort to maintain the GOES DCS in full operation at all times subject to the availability of appropriations. NOAA will bear no responsibility for any losses as a result of the non-availability of the DCS."

The Office of the Federal Coordinator for Meteorology (OFCM) will be notified by NESDIS of any funding limitations which would reduce the services provided by NESDIS to the GOES DCS operations.

E. Unless an exception is specified elsewhere in this Memorandum, data collected for users shall be made available from NESDIS to other interested parties as appropriate. The user disclaims responsibility for the validity or availability of these data.

F. Data Collection Platforms which the user plans to implement as part of the GOES DCS are subject to certification by the operator before deployment.

G. In consultation with the user, the operator will establish the collection times and data lengths for the user's Data Collection Platforms and the schedules and methods for data dissemination from the operator's facilities.

H. The user of GOES DCS data assumes all risk. Neither the operator nor the user agencies shall be liable for any damage or injury brought about by the use of the GOES DCS or interpretation of data provided through the DCS (this includes the satellites and NESDIS ground system at the CDA).

IV. Specific Undertakings on the Part of the User

The user shall:

A. Periodically -

1. Maintain the DAPS files of the user's Data Collection Platforms showing the type (self-timed, interrogate, random), where each is to be located, and which platforms are equipped with emergency alarm provision, and other required information.

2. Provide the operator notification (via DAPS files) prior to the Data Collection Platform relocation.

3. Provide the operator with message length planned for each Data Collection Platform when requesting channel assignments.

B. Provide the personnel, funds, and equipment necessary to carry out the portion of the program at the Data Collection Platform location.

C. Operate and maintain the Data Collection Platforms in conformance with equipment performance standards as specified by the operator in: National Environmental Satellite Service Self-timed Data Collection Platform Radio Set Certification Standards as revised. Operate DCP's in accordance with assigned schedules (failure to operate DCP's within the assigned schedules or failure to provide all information as referred to in paragraph IV. (A) above, may result in the "blocking" of DCP messages by the operator).

D. Provide the funds and equipment necessary to operate and maintain communications facilities for receipt and distribution of data from the operator facilities. These facilities include DOMSAT broadcast and dial-in telephone circuits. Also, the user is responsible for the

operation and maintenance and modifications to any GOES direct readout ground stations which they use.

E. Provide periodic reports, upon request from the operator, on the present application of the user's DCS data.

F. Maintain the DAPS files regarding user information about DCP maintenance and program management.

G. Provide enhancements or funding for enhancements to the DCS that are mutually agreeable to the user and operator.

H. Ensure that DCPs report through at least one of the GOES satellites designated "operational" by the operator. The operator does not guarantee the availability or performance of the DCS on non-operational satellites. The assignments for DCP's not reporting through one of the operator specified operational satellites will be considered an "unused resources subject to reclamation by the operator." Users choosing to receive data directly from a "non-operational" satellite do so at their own risk.

V. Specific Undertakings on the Part of the Operator

The operator shall:

A. Provide funds and equipment to operate the GOES spacecraft and the NESDIS ground facilities for receiving data collected through the GOES satellite [subject to the qualifications as discussed in paragraph III.(D) and IV.(G)].

B. Provide telemetry reduction sufficient to monitor the user's Data Collection Platforms for meeting system performance standards.

C. Notify the user by the most expeditious means available whenever NESDIS system monitoring indicates the user's Data Collection Platform is performing outside system specifications or is inoperative.

D. Assign priorities for participation in the GOES DCS and schedule special purpose channel assignments and special DCS data requests according to the following categories in order of priority:

1. Disaster Warning
2. Operational
3. Experimental

E. Notify the user of modifications to the DCS schedule or DCS procedures for collecting data from the user's Data Collection Platforms and for the designation and location of

"operational" satellites. Notification will be made in a reasonable amount of time prior to activation of such changes unless the operator must enact modifications to provide services for emergency warnings. Sudden adverse spacecraft conditions may also preclude the operator from providing the user notification prior to changes. In any event, notification will be made as soon as possible.

F. Take all available action to ensure user compliance with assigned schedules, including the "blocking" of DCP messages at the satellites to prevent reception of the data.

G. Provide sufficient asynchronous telephone dial-in terminals (modems) on the DCS computer to allow user access to the DCS computer such that the users may fulfill their requirements from paragraph IV.(A.1), IV.(A.2), and IV.(F) and allow for data dissemination via these circuits. The operator may set limits regarding the volume of data disseminated via these circuits.

H. Provide a high speed output of all DCP data received by the operator's facilities for input to a DOMSAT or similar broadcast system.

I. Notify the users of any changes to the format of data disseminated in VI.(G) and VI.(H) above in sufficient time for users to make any modifications.

VI. Termination

This Agreement shall enter into force upon signature by both parties. If consistent with applicable authorization and appropriation Acts of Congress, this Agreement shall remain in force for up to 10 years unless terminated either at the election of the user or the operator, provided notification of such termination is in writing and forwarded by one party to the other not less than 90 days in advance of termination. Failure to use assigned channel allocations for a period of 12 months, unless other arrangements are made in writing, will be automatically considered as notice by the user of termination of those channel assignments. Each party is responsible for ensuring that the provisions of this Agreement are in accord with its program requirements. Either party to the Agreement may request amendments by letter to signatories of this MOA and such amendments will take effect upon the consent of all parties.

/s/ Jack Koepper May 7, 1990

for Helen M. Wood Date
Director, Office of Satellite
Data Processing & Distribution

/s/ George Leonard June 5, 1990

for F. Dale Robertson Date
Chief, Forest Service
Department of Agriculture
12th & Independence Ave., S.W.
Washington, D.C. 20090-6090

1532.13 - Memorandum of Understanding With the National Fisheries Service

74-SIE-004

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CHIEF OF THE FOREST SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE
AND
THE DIRECTOR OF THE NATIONAL MARINE FISHERIES SERVICE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
UNITED STATES DEPARTMENT OF COMMERCE

The National Marine Fisheries Service, a component of the National Oceanic and Atmospheric Administration, is an agency of the Federal Government with primary responsibilities for research and development, protection, conservation and management of the living marine, including estuarine, inland commercial, and certain anadromous fisheries resources.

The Forest Service, U.S. Department of Agriculture, is the agency of the Federal Government responsible for the administration of the National Forest System lands, including fish habitat within the boundaries and many aspects of wildland and associated waters research. The Forest Service cooperatively works with State and private landowners regarding sound forestry, aquatic and wildlife habitat practices on non-Federal forested lands.

The purpose of this memorandum is to establish and record, agreed upon principles and policies of collaboration and coordination of aquatic environment and related land resource activities with living marine, including estuarine, certain anadromous and inland commercial fisheries resources.

The mutually agreed upon principles and policies of the two agencies under this memorandum, within the limits of their resources, will be as follows:

1. Administration

- a. The National Marine Fisheries Service will act in an advisory capacity to the Forest Service in matters pertaining to development, protection, conservation, and management of the living marine, including estuarine, and certain anadromous and inland commercial fisheries resources on lands administered by the Forest Service. The responsibility and authority for the correlation and integration of fish habitat management with outdoor recreation, watershed

management, wildlife habitat management, timber production, livestock forage production, and other uses of these lands will rest at all times with the Forest Service.

b. Studies of water-use projects on National Forest lands affecting the National Marine Fisheries Service's area of responsibility required to be made under the Fish and Wildlife Coordination Act as amended (16 U.S.C. 661 et seq.) the Federal Power Act (16 U.S.C. 811), and any other legislative authority will be planned and conducted by the National Marine Fisheries Service in cooperation and consultation with the Forest Service.

2. Research

The National Marine Fisheries Service and the Forest Service will conduct cooperative research relating to fishery resources and supporting habitat management wherever and whenever it is of mutual interest to the two agencies. Close coordination will be especially necessary in the research on living marine including estuarine and certain anadromous fishery resources. Cooperative research will be guided by the following:

a. Generally, research involving the two agencies will be coordinated with the National Marine Fisheries Service emphasizing the fish and related animal phase and the Forest Service emphasizing the habitat and land use phases.

b. Where the finances limit the participation of either agency in coordinated research, joint planning and evaluation of results will remain the guiding principle.

3. General

The National Marine Fisheries Service and the Forest Service agree:

a. To review annually the current and long-range program of land management and research on the living marine, including estuarine and certain anadromous fishery resources to provide maximum opportunity for coordination of related programs. Such reviews to be held by the Regional Director of National Marine Fisheries and/or his representatives; the Regional Forester; Area Director; and/or Station Directors for the Forest Service, not later than May 15 of each year.

b. To identify areas where cooperative administrative studies, demonstration areas, or research projects can be mutually beneficial and prepare supplemental Memorandum of Agreement to define the project purpose and the contribution of personnel, equipment, funds, and supplies each shall make to the effort. The Regional Forester, Area Director, or Station Director for the Forest Service and the Regional Director for the National Marine Fisheries Service are delegated authority to negotiate and sign supplemental agreements under the legal, fiscal, and other limitations governing each.

c. To develop a mutually acceptable plan of work to include cooperative research field surveys of living marine including estuarine and certain anadromous and inland commercial fishery areas and anticipated Forest Service requests for advice and assistance in complex environmental problems.

d. To meet as needed at the National level.

The parties hereto have executed this Memorandum of Agreement which shall continue in force and effect until terminated by either agency upon ninety (90) days written notice to the other.

United States Department of Commerce
National Oceanic and Atmospheric
Administration
National Marine Fisheries Service

Date October 5, 1973

BY /s/ Robert H. Scheming

Title Director

United States Department of Agriculture
Forest Service

Date June 20, 1973

BY _____/s/

Title Acting Deputy Chief

1532.14 - National Agreement for Meteorological Services in Support of Agencies With Land Management and Fire Protection Responsibilities, National Weather Service

83-SIE-020

National Agreement for Meteorological Services in
Support of Agencies With Land Management and
Fire Protection Responsibilities,
National Weather Service

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I. INTRODUCTION

This National Agreement is between the National Weather Service (NWS) and agencies with land management and fire management responsibilities signatory to this agreement. They are referred to in this agreement as "NWS" and USER AGENCIES," respectively.

The User Agencies are responsible for the maintenance, improvements, and protection of the wildlands of owner or held in trust by, the United States. Accurate and timely weather information is required to manage effectively and efficiently this valuable national resource. The NWS has the expertise, organization, and legal charter to satisfy this need nationally. It is with this knowledge that this Agreement is entered into. Its purpose is to combine resources so as to best serve the needs of the public and to fulfill the obligations of the respective agencies.

II. AUTHORITY

This agreement is authorized under the Economy Act, 31 U.S.C. 1535 15 U.S.C. 313; and 49 U.S.C. 1463; and the Cooperative Forestry Assistance Act 16 U.S.C. 2101, et. sec.

III. OBJECTIVES

The objectives of this Agreement are to identify meteorological services to be provided, establish the interagency relationships, and define financial and other obligations of the NWS and User Agencies.

IV. RESPONSIBILITIES

A. National Weather Service

1. Basic meteorological services will be provided during normal working hours in accordance with Operating Plans for designated NWS offices to the extent of NWS fire weather resources. NWS regional headquarters will identify to the User Agency headquarters a list of the designated NWS fire weather offices on an annual basis. These services will be made available without cost and may include:

- a. Routine daily fire weather forecasts
- b. Outlooks and discussions
- c. Weather observations
- d. Red flag forecasts
- e. Spot forecasts
- f. Prescribed burn forecasts
- g. Smoke management forecasts and information
- h. Consultation and technical advice
- i. Amendments/updates.

2. Fire weather training

The NWS recognizes the need for training in fire weather meteorology for NWS forecasters. To the extent of available resources, the NWS will meet this need.

3. Special meteorological services

These services will be provided by designated NWS offices on a reimbursable basis as stated in Section IV.B.

- a. Weather observer training
- b. Weather observation station visitations
- c. Participation in User Agency training activities
 - (1) Course development carried out at User Agency facilities
 - (2) Classroom training

- d. On-site meteorological service
- e. Other special services.

B. User Agencies

The following services and resources will be provided by User Agencies:

1. Fire-management computer systems

Where existing fire management computer systems are locally available, access to the systems will be provided.

2. Fire weather observations

- a. Provide daily surface weather observations and enter data into fire-management computer systems.
- b. Provide all equipment, equipment maintenance, and inspection of weather observing sites.
- c. Meet all travel and per diem costs associated with User Agencies' requests for visits of NWS personnel to weather-observing sites.
- d. Provide for collection of remote automatic weather systems data and entry into the fire-management computer system.
- e. Provide observations for site-specific and other special forecasts.

3. On-site meteorological support

- a. Meet costs directly associated with on-site meteorological support by NWS personnel. This includes costs incurred by the backup NWS office.
- b. Provide logistical and weather observation support to NWS personnel at on-site operations.
- c. Provide access to telecommunication services where available.

4. Training

- a. Meet per diem and travel costs for NWS personnel participating in the conduct of User Agency training.

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

5. Other special services

User Agencies will provide logistics support and meet all overtime, travel, and per diem costs of NWS personnel associated with the provision of all other special services.

C. Joint Responsibilities

NWS and User Agencies shall prepare an annual Operating Plan for individual fire weather office areas of responsibility. This plan will identify the basic weather services covered under Section IV.

V. PROCEDURES FOR REQUESTING SERVICES

Procedures for ordering services will be specified in Operating Plans for each NWS fire weather office.

VI. BILLING PROCEDURES

Costs to be recovered from User Agencies will be calculated on the basis of expense reports submitted to NWS regional headquarters by field personnel. Copies of expense reports will be forwarded to appropriate User Agencies by NWS regional headquarters. This procedure will enable agencies to accurately determine costs to be reimbursed during a given fiscal year. Billing of User Agencies will be accomplished by NWS regional submission of appropriate expense reports to the NOAA Reimbursables Division. Bills will include a statement of service rendered, dates it was provided, and location where provided.

All questions relating to billing procedures, charges, current costs, and individual expense reports should be directed to the appropriate NWS regional contact or the NWS Technical Monitor.

VII. AMENDMENTS

Upon written notice, the terms of this Agreement are subject to amendment at any time by mutual agreement of the parties.

The signatory 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.

VIII. TERMS OF NATIONAL AGREEMENT

A. The terms of this Agreement shall become effective upon execution by NWS and any or all User Agencies and shall remain in effect until such times as the Agreement is terminated by mutual agreement. Any agency may withdraw at any time by ninety (90) days written notice to all parties.

B. This Agreement does not constitute a financial obligation for any party in excess of appropriations authorized by law and administratively allocated for the purposes intended.

IX. TECHNICAL MONITOR FOR NWS

The NWS Technical Monitor for this Agreement shall be:

Fire Weather Program Leader (W/OM14x2)
National Weather Service
8060 13th Street
Silver Spring, Maryland 20910

SIGNATORY PAGE

National Weather Service

/s/

National Weather Service
Date 5-5-83

User Agencies

DEPARTMENT OF AGRICULTURE

/s/

U.S. Forest Service
Date 5-20-83

DEPARTMENT OF INTERIOR

/s/
Bureau of Land Management
Date 5-27-83

/s/
National Park Service
Date 6-8-83

/s/
Bureau of Indian Affairs
Date 6-29-83
Acting Deputy Assistant Secretary (Operations)

/s/
U.S. Fish and Wildlife Service
Date 6-22-83

APPENDIX

DEFINITIONS

When the following terms are used in this Agreement or in an Operating Plan, such terms will have the meanings stated below:

A. Fire Weather Office Operating Plan

A procedural guide which describes the services provided within the area of a fire weather office's responsibility.

B. Basic Meteorological Services

Basic meteorological services are those state-of-the-science meteorological forecasts, warnings, observations, and statements produced in a designated NWS fire weather office during normal working hours.

C. Fire Weather District

A fire weather district is the area of routine service responsibility as defined by the NWS. This area is usually defined by climatological factors, but may be modified somewhat to the administrative boundaries of the User Agencies.

D. Normal Working Hours

Normal working hours are defined in the Operating Plan, but usually cover 8-hour workdays, Monday through Friday, except during fire season when the normal hours cover 7 days a week.

E. Prescribed Fire

Prescribed fire is a fire burning in wildland fuels according to a planned prescription and confined within planned boundaries for the purpose of achieving specific objectives of resource management. (Prescribed burning is the practice of prescribed fire use.)

F. Red Flag

Red flag is a program which highlights the onset of critical weather conditions conducive to extensive wildfire occurrences.

G. Special Meteorological Services

Meteorological services uniquely required by User Agencies which cannot be provided at a designated NWS fire weather office during normal working hours.

H. Spot Forecasts

Spot forecasts are site-specific weather forecasts. They are issued upon request of User Agencies for wildfires, prescribed burns, or special projects.

I. On Site

That special service which dedicates a fire weather forecaster to a wildfire, prescribed fire, or special project such that the fire weather forecaster is removed from providing basic services at his/her assigned fire weather office.

1532.2 - Economic Development Administration (FSM 3620.)