

MEMORANDUM OF UNDERSTANDING
Between
U.S. FOREST SERVICE
(Southwest Fire Management Board Member)
And
NATIONAL WILDFIRE SUPPRESSION ASSOCIATION

I. PURPOSE

The Southwest Fire Management Board (SWFMB), through its Training Committee, has broad responsibility for the coordination of resources within the Southwest Geographic Area including the management of trainees and the oversight of training and training instructors of member agencies. The SWFMB believes that to provide the highest level of safety and productivity, all resources utilized for incident response within the SWFMB must meet or exceed all training, experience, and physical fitness standards identified in the National Wildfire Coordinating Group (NWCG) Wildland and Prescribed Fire Qualification System Guide (PMS 310-1).

The purpose of this Memorandum of Understanding (MOU) is to provide a framework for cooperation and coordination between the parties concerning emergency incident response training (e.g. wildland fire, prescribed fire, etc.) of SWFMB non-member entities.

WHEREAS, SWFMB recognizes the National Wildfire Suppression Association as a provider of emergency incident response training only when formal agreements are in place;

WHEREAS, SWFMB only recognizes NWCG courses that have covered all course objectives and include all of the prescribed course material and have been presented by an instructor that meets instructor qualifications in accordance with NFES 2226, "NWCG Course Coordinators Guide", "Field Managers Course Guide", and NWCG course-specific instructor requirements;

WHEREAS, the National Wildfire Suppression Association has individuals who meet or exceed the NWCG instructor qualifications;

THEREFORE, the SWFMB recognizes and accepts the training provided by National Wildfire Suppression Association when all of the following provisions are met.

II. AUTHORITY

This MEMORANDUM OF UNDERSTANDING, hereinafter referred to as MOU, is made and entered into by and between the U.S. Forest Service, a Southwest Fire Management Board Member, hereinafter referred to as the SWFMB, and the National Wildfire Suppression Association, hereinafter referred to as NWSA under the authorities of each organization.

III. RESPONSIBILITIES

A. SWFMB agrees to:

1. Approve training that meets or exceeds the guidelines contained in the NWCG position paper on Contractor Training and Qualifications approved by the National Wildfire Coordinating Group.
2. Provide NWCG instructor qualification requirements for emergency incident response training courses to the NWSA.
3. Identify for the NWSA the source for obtaining training materials and other supporting materials necessary to meet the training requirements.
4. Recognize NWSA Certificates of Course Completion issued to students who successfully complete required courses.
5. Monitor the quality of the training provided and records maintained by NWSA to verify that the training and records are in compliance with the established standards.
6. Develop a monitoring plan to insure that NWSA instructors are fully qualified in compliance with the established standards.
7. Recognize NWSA instructors who have been certified in accordance with NWCG standards.

SWFMB will not:

8. Qualify or certify NWSA or its members' instructors or students.
9. Authorize NWSA to use any federal or state shield or insignia unless a license for such use is obtained in advance.
10. Authorize NWSA to use NWCG Certificates of Course Completion for any training conducted. Certificates of completion issued by the NWSA will use NWSA forms.

B. NWSA agrees to;

Provide emergency incident response training that meets or exceeds NWCG standards for course, content, and objectives. Course materials may be augmented with appropriate related materials and/or information, but required course material shall not be substituted with non-standard materials or information.

1. Supply course/student with training and evaluation materials.
2. Maintain student records on individuals successfully completing required courses for five years, which is the term of this MOU. As a minimum, these records should contain the following: course title, hours of instruction, location, and dates; instructor(s) name(s), level of instructor certification, and company affiliation; and trainee name.
3. Provide SWFMB written notification of course dates, time schedule, location, and Lead Instructor for all courses sponsored by NWSA or its membership. Such

13. Monitor the quality of the training provided and records maintained by their certified instructors to verify that the training and records are in compliance with the established standards.

D. Southwest Fire Management Board and National Wildfire Suppression Association mutually agree that:

The parties to this agreement will meet annually or as needed, prior to December 1; to review this MOU. The agreement may be revised as necessary by written modification signed and dated by the parties.

Either party may terminate this agreement by providing a 60-day written notice. -----

In the event that training requirements specified in this MOU are not met by NWSA, the SWFMB will discontinue this agreement and training delivered in substandard courses will not be recognized by the SWFMB.

IT IS MUTUALLY AGREED AND UNDERSTOOD BY THE PARTIES THAT:

1. **FREEDOM OF INFORMATION ACT (FOIA)**. Any information furnished to the SWFMB under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
2. **PARTICIPATION IN SIMILAR ACTIVITIES**. This instrument in no way restricts the SWFMB or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
3. **COMMENCEMENT/EXPIRATION/TERMINATION**. This MOU takes effect upon the signature of the SWFMB and NWSA and shall remain in effect for five years from the date of execution. This MOU may be extended or amended upon written request of either the SWFMB or the NWSA and the subsequent written concurrence of the other(s). Either the SWFMB or the NWSA may terminate this MOU with a 60-day written notice to the other(s).
4. **RESPONSIBILITIES OF PARTIES**. The SWFMB and NWSA and their respective agencies and office will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
5. **PRINCIPAL CONTACT**. The principal contacts for this instrument are:

Forest Service Project Contact	Cooperator Project Contact
Bill Waterbury	NWSA Training Coordinator: Stan Kunzman
333 Broadway, SE	21683 Paloma Drive
Albuquerque, NM 87102	Bend, OR 97701
Phone: 505 842-3418	Phone: 541-389-3526
FAX: 505 842-7675	FAX: 541-389-0328
E-Mail: wwaterbury@fs.fed.us	Email: kunzmansw@aol.com

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Cooperator Agreement No.:

notification shall be provided at least seven (7) calendar days in advance of the course starting date. The 7-day advance notification may be waived in cases of emergency training. Requests for waiver may be made by phone call or fax. Waivers requested under such emergency conditions will be submitted a minimum of 48 hours prior to the start of the course.

4. Provide SWFMB or its representative access to student records upon request.
5. Use only instructors who meet NWCG instructor standards identified in NFES 2226, "NWCG Course Coordinators Guide", "Field Managers Course Guide", and NWCG course-specific instructor requirements. Interpreters (e.g. bilingual interpreters), if used, will either meet NWCG instructor standards or will be paired with a qualified instructor. "Paired with" means that a qualified instructor shall be present in the classroom or field exercise at all times instruction is presented by an interpreter who is not instructor certified.
6. Evaluate tasks in the student's Position Task Book that are eligible for evaluation in a classroom or field exercises setting in accordance with APPENDIX A, Position Task Book Administration, of the Wildland and Prescribed Fire Qualification System Guide (PMS 310-1).
7. Issue Certificates of Course Completion to individuals successfully completing the course that include the Association's logo and name, signed by the Lead Instructor. Member companies may add their logo and/or name to the Association's certificate.
8. Verify instructor records to ensure that instructors meet or exceed NWCG Instructor qualifications.
9. Maintain qualification records on all Unit and Lead Instructors authorized by NWSA to instruct courses. These records must contain documentation necessary to verify that instructors meet the requirements for the each course.
10. On an annual basis, provide SWFMB a current list of instructors including their instructor qualifications by course. The list shall give their full name, company affiliation and an example of their legal signature. As instructors are added or instructor qualifications change, a new list shall be provided to SWFMB.
11. Provide SWFMB or its representative access to instructor records upon request. Maintain student evaluations and provide SWFMB and provide copies upon request.
12. Assure that a minimum of one qualified Lead Instructor is present to ensure the delivery of each course presented by NWSA or its membership meets or exceeds the standards for instructional objectives contained in each course package. The Lead Instructor should also perform other normal Lead Instructor responsibilities including:
 - a) Screening students to ensure they meet all prerequisites (training and experience) to attend training course.
 - b) Evaluating and recommending certification of unit instructors.
 - c) Holding cadre meetings as necessary.
 - d) Assuring that unit and final exams are administered properly as identified in PMS 907, Course Coordinator's Guide.

6. NON-FUND OBLIGATING DOCUMENT: Nothing in this MOU shall obligate either the SWFMB or NWSA to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the SWFMB and NWSA will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

7. ESTABLISHMENT OF RESPONSIBILITY: This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

In WITNESS WHEREOF, the parties hereto have executed this MU as of the date listed below.

Representing: National Wildfire Suppression Association

Rickey Die Pres.
(Name: Please Print) *NWSA*

7/07/03
Date

Rickey Die Pres
(Signature) *NWSA*

Representing: Southwest Fire Management Board

Lucia M. Turner
(Name: Please Print)

6/2/2003
Date

Lucia M. Turner
(Signature)