



FS Agreement No. 10-MU-11052012-045

Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between
FIRESTORM WILDLAND FIRE SUPPRESSION INC.
And The
U.S. FOREST SERVICE
PACIFIC SOUTHWEST REGION
FIRE AND AVIATION MANAGEMENT

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between Firestorm Wildland Fire Suppression Inc., hereinafter referred to as the Provider, and the U.S. Forest Service, Pacific Southwest Region, Fire and Aviation Management, hereinafter referred to as the U.S. Forest Service.

Background: The U.S. Forest Service and CalFire (California Department of Forestry and Fire Protection) require that all fireline going contractors obtain an 8-hour Fireline Safety Refresher course annually. Historically, these two agencies have provided this training. Federal Acquisition Regulations state that agencies should only provide contractor training when that speciality cannot be provided in the public and or private education sector.

Title: Fireline Safety Refresher Course.

I. PURPOSE: The purpose of this MOU is to document the cooperation between the parties to establish a program whereby Community Colleges and Private Providers can teach the Annual 8-hour Safety Refresher Training required for fireline going contractors used by the Forest Service and CalFire in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Forest Service has a need for support wildland fire resources from the private contract community. These resources need specific safety training prior to participating in wildland fire activities. Federal Acquisition Regulations only allow for certain types of training to be provided by Government agencies to contractors when it is not available in the private or public education sector. This agreement will bring Region 5 in line with this direction to only monitor training provided to contractors

Firestorm Wildland Fire Suppression Inc. desires to increase their wildland fire training involvement in the private sector and has the required resources to provide this training. Adding these classes will provide a service to the community by



providing safety training to local vendors who provide support to the wildland fire agencies in emergency situations.

In consideration of the above premises, the parties agree as follows:

III. THE PROVIDER SHALL:

- A. Provide qualified instructors as required in National Wildfire Coordinating Group's Program Manager's Course Guide (PMS 910-1) for RT-130, Annual Fire Refresher. Lead instructors must be Single Resource Boss (Engine, Crew, Dozer or Faller) qualified and current within the last 5 years (minus Work Capacity Test and Refresher).
- B. Present the training as specified in the standardized curriculum in a classroom setting not to exceed a ratio of one (1) instructor per 30 students
- C. Provide all the necessary training materials as specified in the instructor guide provided on CD
- D. Provide the successful student with a completion card stamped on the back with the name and address of the Provider. A template of the card is provided on the instructor guide CD
- E. Maintain a roster of all students by class for a period of one year
- F. Provide a minimum of 3 classes between March and May of each year of the agreement.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Provide a standardized curriculum and instructor qualifications for the Provider to follow (provided electronically on CD).
- B. Periodically check instructor qualifications and monitor the 8 hour training provided to contractors to assure the curriculum is being followed.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. PRINCIPAL CONTACTS Individuals listed below are authorized to act in their respective areas for matters related to this instrument.



Training Provider Contacts:

Provider Program Contact	Provider Administrative Contact
Name: Keith Alvord Address: 13526 Skypark Industrial Ave City, State, Zip: Chico, CA 95973 Telephone: 530-898-8153 FAX: 530-898-8579 Email: kalvord@firestormfire.com	Name: Leah Wills Address: 13526 Skypark Industrial Ave City, State, Zip: Chico, CA 95973 Telephone: 530-898-8153 FAX: 530-898-8579 Email: leahw@firestormfire.com

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Contact	U.S. Forest Service Administrative Contact
Name: Dick Reynolds Address: 1600 Tollhouse City, State, Zip: Clovis, CA 93611 Telephone: 916-847-9348 FAX: 559-294-4809 Email: dreynolds03@fs.fed.us	Name: Wendy Yun Address: 1323 Club Drive City, State, Zip: Vallejo, CA 94592 Telephone: 707-562-8928 FAX: 707-562-9048 Email: wyun@fs.fed.us

- B. NON-LIABILITY. The U.S. Forest Service does not assume liability for any third party claims for damages arising out of this MOU.
- C. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the Cooperator is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To Cooperator, at the Cooperator’s address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.



- E. ENDORSEMENT. Any Cooperator contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of the Cooperator's products or activities. and does not by direct reference or implication convey the cooperator's endorsement of the FS products or activities.
- F. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purposes(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer funds. Specific projects or activities that involve the transfer of funds, services, or property among the parties require execution of separate agreements and are contingent upon the availability of appropriated funds. These activities must be independently authorized by statute. This MOU does not provide that authority. Negotiation, execution, and administration of these agreements must comply with all applicable law. Each party operates under its own laws, regulations, and policies, subject to the availability of appropriated funds. Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.
- G. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the Cooperator to use the U.S. Forest Service Insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications prior to use of the insignia.
- H. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this MOU, or benefits that may arise therefrom, either directly or indirectly.
- I. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been excepted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- J. PUBLIC NOTICE It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The Cooperator is encouraged to give public notice of the receipt of this instrument and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

“Region 5 Fire and Aviation Management of the USDA Forest Service provides wildland fire protection to the forests of the Pacific Southwest Region of the USDA Forest Service. This MOU provides for the services of the State of



California's Community College System to assist in providing training to contractors who provide support in the suppression of wildland fires.”

The Cooperator may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. The Cooperator is requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

- K. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The Cooperator shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- L. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- M. DEBARMENT AND SUSPENSION. The Cooperator shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the Cooperator or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- N. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- O. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective until December 31, 2013 at which time it will expire, unless reviewed and extended by an executed modification, signed and dated by all properly authorized, signatory officials.
- P. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.



JIM WILLIS, Chief Executive Officer Firestorm Wildland Fire Suppression Inc.	Date
ED HOLLENSHEAD, Director FAM US Forest Service, Pacific Southwest Region	Date

The authority and format of this instrument has been reviewed and approved for signature.

KELLIE HAMILTON
U.S. Forest Service Grants & Agreements Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.