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**Memorandum of Understanding**  
for  
**COORDINATION OF ON-LINE TRAINING DESIGN AND DELIVERY EFFORTS FOR THE  
INTERAGENCY EMERGENCY RESPONSE COMMUNITY**

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  
**U.S. Fire Administration/National Fire Academy**  
of the  
**Federal Emergency Management Agency**  
**DEPARTMENT OF HOMELAND SECURITY**

**I. STATEMENT OF MUTUAL BENEFITS AND INTERESTS.**

This Memorandum of Understanding (MOU) is entered into by and among the Bureau of Land Management, hereinafter referred to as "BLM," National Park Service, hereinafter referred to as "NPS," Bureau of Indian Affairs, hereinafter referred to as "BIA," and Fish and Wildlife Service, hereinafter referred to as "FWS" of the United States Department of the Interior, the Forest Service, hereinafter referred to as "USFS," of the United States Department of Agriculture, and hereinafter referred to collectively as the "Wildland Fire Management Agencies" and these specific activities addressed in this MOU are further coordinated through the National Wildfire Coordination Group (NWCG) Training Development Unit under these agencies, and the U.S. Fire Administration/National Fire Academy, hereinafter referred to as "USFA/NFA," of the United States Department of Homeland Security. These agencies are hereinafter referred to collectively as the "partnering agencies."

The partnering agencies have individual agency missions, but share common goals with respect to effective use of resources and expertise in response to emergency incidents. The partnering agencies are often called upon to assist each other in emergency incident management.

Recognizing that each agency's mission can be better accomplished through the coordination of efforts, expertise, resources and established technical standards, the partnering agencies agree to coordinate on-line training design and delivery efforts to best serve the emergency response community throughout the Nation with a broader more accessible and cost effective delivery system.

The NWCG Training Development Unit, as the point of contact for the Wildland Fire Management Agencies, has previously participated with personnel from the USFA/NFA in an effort to deliver on-line training to emergency responders. This cooperation has been fostered by individual initiatives among members of the involved federal agencies, state and local governments and other cooperative entities. A more formalized approach is sought through this

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MOU to ensure opportunities for further beneficial exchanges of technical information and support is available to the emergency response community on an on-going basis.

**II. PURPOSE.**

This MOU is to further cooperation among the partnering agencies by establishing the framework and setting forth roles and responsibilities in order to provide easy access to quality training for emergency response personnel through centralized web-based distance learning, Learning Management System (LMS). The system is hosted and managed by USFA/NFA.

The overarching goals are to:

- Provide support to the USFA/NFA's LMS.
- Make cost effective and easy access to training available for federal, state, local and other cooperators.
- Maximize investments through coordination of training development and delivery efforts by combining expertise and resources.
- Reduce duplication of efforts and expenditures on infrastructure.

**III. AUTHORITY.**

- A. Government Employees Training Act (5 U.S.C. Chapter 41).
- B. Federal Land Policy and Management Act of 1976 (43 U.S.C. 1702).
- C. National Park Service Organic Act of August 1916 (16 U.S.C. 1).
- D. National Wildlife Refuge Administration Act of June 27, 1998 (16 U.S.C. 668dd).
- E. National Indian Forest Resources Management Act of 1990 (25 U.S.C. 3101 et seq.).
- F. 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).
- G. National Forest Management Act of 1976 (16 U.S.C. 1600-1614).
- H. Federal Fire Prevention and Control Act, in 1974 (P.L. 93-498).

**IV. RESPONSIBILITIES:**

**NWCG Training Branch agrees to:**

- A. Provide distance learning instructional course content and materials to enhance the knowledge and skills of emergency responders.
- B. Develop on-line course content in a format aligned with established technical standards.
- C. Provide technical resources/support to maintain all existing NWCG on-line course content, including any courses under development and any new on-line training methods that are being explored.
- D. Manage and provide Tier 2 HelpDesk support for students enrolled in NWCG courses and/or the NWCG domain.

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**USFA/NFA agrees to:**

- A. Provide and maintain an LMS to deliver on-line distance learning courses that includes contract resources for Tier 1 HelpDesk support.
- B. Provide Tier 3 HelpDesk service and support (using both contract and NFA in-house staff resources) for NWCG courses to help trouble-shoot technical content and/or high-level user issues.
- C. Provide support for the testing and posting of NWCG course content.

**The Partnering Agencies jointly agree to:**

- A. Coordinate efforts among partnering agencies to ensure training objectives are consistent with national fire and emergency response needs.
- B. Authorize Points of Contact and other appropriate individuals to participate, facilitate, coordinate and/or provide assistance to partnering agencies' conferences and training exercises upon invitation and/or request, as practical, available, appropriate, and within statutes, regulations or policies.
- C. Assure compatibility and compliance between training development and delivery with the LMS.
- D. Provide a professional and relevant training experience to the fire and emergency response audience.
- E. Provide a central location for student access to relevant Incident Command System (ICS) and wildland fire distance learning courses.
- F. Coordinate efforts to better accomplish organizational missions and create efficiencies.
- G. Share training related technologies and "best practices."

**V. GENERAL PROVISIONS.**

- A. Signatory agencies are not required to make expenditures of funds or provide services through their participation under the terms of this MOU unless such funds are available through appropriations by the Congress of the United States, or are otherwise available under the Annual Appropriations Acts or Continuing Resolution for the signatory agencies.
- B. Signatory agencies and their respective offices are responsible to manage their own activities and costs, and will utilize their own resources, including the expenditure of their own funds, in pursuing the objectives of this MOU. Each party will carry out its respective separate activities in a coordinated and mutually beneficial manner.
- C. Nothing in the MOU shall require the partnering agencies 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 signatory agencies will require execution of separate agreements, and be contingent upon the availability of appropriated funds.
- D. The terms of this MOU shall become effective with and upon execution of the final signature by the participating agencies and shall remain in effect for a period of five (5) years from the

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date the final signature was placed on the approval section, or until such time as the MOU is terminated by mutual agreement. The MOU shall be reviewed by all participating entities to determine its suitability for renewal, revision, or termination. Any signatory may terminate their participation in this MOU with sixty (60) days written notice to the other signatories. The remaining signatories may continue the provisions of this MOU as long as the USFA/NFA remains a signatory.

- E. Modifications to this MOU may be initiated by any signatory agency. The modifications shall not take effect until documented and signed by all signatory agencies. Each agency will receive an original signature copy of the MOU and any subsequent modification(s). The BLM is designated as the agency responsible for all administrative oversight of modifications to this MOU.
- F. Any information furnished to, or shared among, the signatory agencies under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552). The partnering agencies will protect classified and proprietary information according to their agency's policy and protocol.
- G. This MOU in no way restricts the signatory agencies from participating in similar activities with other public or private agencies, organizations, and individuals or from implementing their respective programs in accordance with the applicable statutes, regulations or policies.
- H. Signatory agencies acknowledge that 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, or the parties to this MOU.
- I. Nothing in the MOU is intended to conflict with current laws, regulations or directives of DHS-FEMA, USDA or DOI. If the terms of this MOU are inconsistent with existing directives of the partnering agencies entering into this MOU, then those portions of the MOU 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 MOU, all necessary changes will be accomplished either by a modification to this MOU or by entering into a new MOU, whichever is deemed expedient to the interest of all Parties.

**VI. RESOLUTION OF DISAGREEMENT.**

Should disagreement arise on the interpretation of the provisions of this Memorandum of Understanding, or modifications and/or revisions thereto, that cannot be resolved at the operating level, each party shall state the area(s) of disagreement in writing and present them to the other party for consideration. If agreement on interpretation is not reached within thirty (30) days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

**VII. PRINCIPAL CONTACTS.**

The principal contacts for this MOU are listed in Appendix A:

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**VIII. APPROVED BY.**

This Memorandum of Understanding supersedes the previous MOU signed by the partnering agencies on April 7, 2009, and shall be effective for a period of five (5) years commencing on the date the final signature is placed in this signature section.

  
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Ernest Mitchell, United States Fire Administrator  
U.S. Fire Administration  
DHS, Federal Emergency Management Agency

4/30/2014  
Date

Howard Hedrick  
\_\_\_\_\_  
Howard Hedrick, Assistant Director  
Fire and Aviation <sup>Acting</sup>  
DOI, Bureau of Land Management

04/16/2014  
Date

Lyle Carlile  
\_\_\_\_\_  
Lyle Carlile, Director  
Branch of Fire Management  
DOI, Bureau of Indian Affairs

4/16/14  
Date

John Segar  
\_\_\_\_\_  
John Segar, Chief  
Branch of Fire Management  
DOI, Fish and Wildlife Services

4/16/14  
Date

for Bill Kaage  
\_\_\_\_\_  
Bill Kaage, Director  
Wildland Fire  
DOI, National Park Service

4/16/14  
Date

Frank Guzman  
\_\_\_\_\_  
Frank Guzman, Asst. Director  
Fire and Aviation Management  
USDA, Forest Service

04/14/2014  
Date

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**APPENDIX A: PRINCIPAL CONTACTS.**

The Points of Contact are the representatives of and on behalf of the participating partnering agencies. Changes to the Points of Contact may be made by written notification to the other signatory agencies separate from and without modification to this MOU.

**Wildland Fire Management Agencies:**

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NWCG Training Branch Manager  
National Interagency Fire Center  
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**U.S. Fire Administration/National Fire Academy:**

Terry Gladhill  
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