

Memorandum of Understanding
 for
Coordination and Cooperation to Promote Wildland Fire Education
 between the
Bureau of Land Management
 of the
 UNITED STATES DEPARTMENT OF THE INTERIOR
 and the
Board of Regents of the Nevada System of Higher Education,
 on behalf of
The University of Nevada, Las Vegas

I. STATEMENT OF MUTUAL BENEFITS AND INTEREST

This Memorandum of Understanding (MOU) is made and entered into by and between the United States Department of the Interior, Bureau of Land Management-Office of Fire and Aviation, hereinafter referred to as the “BLM,” and the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas, hereinafter referred to as the “UNLV,” and together as the “partnering entities.”

The BLM and UNLV share the common goals of providing quality training in Natural Resource and Wildland Fire Programs to support the efforts of reducing wildland fire threats to human life and property. They recognize that each organization’s mission can be better accomplished through cooperative efforts and sharing of talents, information, technology and resources. Therefore, these governmental entities agree to work together and support each other in wildland fire education and training.

The requirements to qualify for wildland fire management positions within various Federal agencies with wildland fire management responsibilities have expanded significantly. This expansion is due to the implementation of the Federal Interagency Fire Program Management Qualifications Guide (IFPM). The IFPM guide directs the Federal agencies to establish the GS-401 series for key wildland fire management positions to improve proficiency.

Traditionally, Federal agencies have relied on in-service training and performance based evaluation at increasingly higher levels to maintain proficiency in fire management. The GS-401 series positions require an education element measured by having the required credits in lower division and upper division college course work. The number of in-service training opportunities to meet this demand is severely limited. The current options are in-service training or having full-time employees return to college, neither of which is efficient or practical.

The intent of UNLV is to improve the proficiency of fire management personnel through higher education beyond the level that may be obtained through on-the-job training and experiences. The course work will be compressed and scheduled not to conflict with peak seasonal workloads. The subject matter better prepares fire management personnel to contribute to agency land management planning and implementation goals in cooperation with interdisciplinary groups.

UNLV is a premier degree granting university that demonstrates how the traditional values of higher education can be adapted to conditions and needs of individuals and communities. Engagement between the University and the communities it serves is vital to the mission of the public university. Providing opportunities for lifelong learning to constituencies beyond the campus walls is best accomplished through an effective centralized outreach unit with a mission that supports and extends the institutional mission. The Division of Education Outreach at UNLV serves that purpose by making higher education

and instruction available to persons outside the university, while also serving the university by facilitating its outreach mission.

II. PURPOSE.

The purpose of this MOU is to provide a general framework for cooperation and coordination between the BLM and the UNLV to support continuation of a specific education program for wildland firefighters to meet the standards of the IFPM Guide regarding education requirements for the GS-401 job series.

This Memorandum of Understanding, upon full execution, supersedes the previous MOU signed by the UNLV (UNLV No. 1865) and the BLM (BLM No. FA-MOU05-0002), dated April 22, 2005, and terminated on April 22, 2009.

III. AUTHORITY.

- A. Federal Land Policy and Management Act of 1976: P.L. 94-579; (43 U.S.C. 1701 et seq.).
- B. Intergovernmental Cooperation Act of 1968: P.L. 90-577; (42 U.S.C. 4201).
- C. Intergovernmental Personnel Act: P.L. 91-648; Stat. 1909; 5 U.S.C. 3371; 42 U.S.C. 4701.
- D. Executive Order 11348 (3 CFR 1966-70 Comp., p 639) Furtherance of Federal Employees.

IV. RESPONSIBILITIES.

The BLM and the UNLV, within their scope of the above referenced authorities, shall work together to coordinate and conduct wildland fire education efforts in order to improve the overall effectiveness of the wildland fire management agencies.

The BLM agrees to:

1. Share information regarding the education program Bureau-wide on an annual basis.
2. Select and prioritize program applicants, and provide a listing to the UNLV one month before classes are scheduled to begin, as warranted.
3. Monitor student progress and other related information on an on-going basis.
4. Review the program by providing curriculum oversight and evaluation through on-site monitoring visits, random student interviews, and reviewing student course evaluations on an on-going basis. Initiate modifications, as warranted.
5. Provide agency expertise, when appropriate, regarding course materials that would make the instruction more relevant to agency natural resource policy.
6. Assist with coordination of payments to the UNLV on an individual basis per course by arrangements separate from this MOU.
7. Share information about agency natural resource-related doctrines on an on-going basis with the UNLV, as appropriate and to the extent consistent with the requirements of Federal law, to enhance course instruction.
8. Assist in determining the lodging, meals, and transportation needs for the students while attending UNLV.

The UNLV agrees to:

1. Provide a comprehensive education program which will be accredited by the university to provide 18 upper level college credits and six lower level college credits.
2. Offer the following courses in two-week sessions per class in a not to exceed 16 month timeframe:

Fundamentals of Life Science
Principles of Modern Biology II
Introduction to Conservation Biology
Principles of Ecology
Field Ecology
Principles of Plant Ecology
Biogeography
Ecosystem Management

3. Provide correspondence with students and agencies related to class schedules, locations, and directions necessary to navigate between required destinations on campus and off.
4. Provide classroom facilities that are conducive for a quality learning environment.
5. Facilitate lodging with local vendors that can provide sufficient rooms to accommodate all the BLM students.
6. Develop a brochure with a list of the courses offered and a general overview of the program. Include a syllabus for each course.
7. Evaluate student prerequisite education to determine if credit can be given for prior education.
8. Arrange for tuition payments with students' home unit on an individual basis by arrangements separate from this MOU.
9. Arrange for high quality instructors that meet industry standards.
10. Provide course/program evaluations by the BLM students to the BLM Training Unit.
11. Provide students with transcripts and maintain records in a centralized database for purposes of accessing this information in the future.
12. Confirm that the Office of the Provost, represented by Dr. Peg Rees, has approved the upper and lower level courses described in subsections (1) and (2).

Joint Responsibilities:

1. Liaison will be maintained between the partnering entities through meetings, telephone, facsimile, e-mail and other means. Each partnering entity will share data and information, to the extent consistent with the requirements of Federal law, regarding wildland fire-related information, and activities at the local, state, and national levels. Each organization will identify and maintain an individual as a point-of-contact to coordinate these activities between the partnering entities.
2. Meetings will be scheduled, at a minimum, yearly to discuss program facilitation, curriculum changes, course costs, and to identify opportunities that meet the intent of this MOU.
3. The BLM is the lead Federal agency in coordinating this program with UNLV, however, courses are not limited to BLM employees only. There are no restricted courses; all courses are open to other agencies and interested persons.

V. GENERAL PROVISIONS.

1. This instrument is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds among the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate Agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not authorize or commit to noncompetitive awards to the partnering entities, or cooperators of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.
2. Any information furnished to or shared between the signatory agencies under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552), the Privacy Act of 1974, 5 U.S.C. § 552a, as amended, and the open records laws of the State of Nevada. Furthermore, no information provided to a partnering entity by the other partnering entity shall be disclosed to any individual or entity without the prior written consent of the partnering entity that provided the information, unless such disclosure is required by law.
3. This instrument in no way restricts the partnering entities from participating in similar activities with other public or private agencies, organizations, and individuals or from implementing their respective training programs in accordance with the applicable statutes, regulations or policies.
4. Nothing herein is intended, or shall be construed, as affecting or obligating the partnering entities to the expenditure of funds, or as involving the United States in any contract or other obligations. Parties to this MOU are not obligated to make expenditures of funds or provide services through their participation under the terms of this MOU unless such funds are available. For the BLM, funds must be appropriated by the Congress of the United States, or are otherwise available under the annual Appropriations Acts.
5. The BLM and the UNLV will handle their own activities and utilize their own resources including the expenditure of their own funds in pursuing these objectives. Each party will endeavor to carry out its separate activities in a coordinated and mutually beneficial manner.
6. The use of the names and emblems of the parties to this MOU shall be allowed only in the case of particular projects undertaken pursuant to the prior express written consent of the parties to this MOU, and when such projects are in conformity with the regulations of the parties
7. This MOU shall become effective with and upon execution of the final signature by the participating entities' representatives and shall remain in effect for a period of five (5) years from the date of the final signature, or until such time as the MOU is terminated as set forth herein. Either party may, in writing, terminate this instrument in whole, or in part, at any time before the date of expiration upon thirty (30) days written notice of such termination. The MOU shall be reviewed by both participating entities to determine its suitability for renewal, revision, or termination.
8. Modifications to this MOU may be initiated by either signatory entity. The modification shall not take effect until documented and signed by both signatory entities. The Bureau of Land Management is designated as the agency responsible for all administrative oversight of this MOU.
9. Each party to this MOU expressly waives all claims against the other party for compensation for any loss, damage, personal injury or death occurring as a result of the performance of this MOU.
10. The partnering entities 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.

VI. RESOLUTION OF DISAGREEMENT

Should disagreement arise on the interpretation of the provisions of this Memorandum of Understanding, or amendments 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. POINTS OF CONTACT.

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VIII. APPROVAL.

Authorized Representatives: By signature below, the signatories to this MOU certify that the individuals listed in this MOU are authorized to act for their respective organization/agency for matters related to this MOU. This MOU shall be effective with and upon full execution of the final signature, and it will remain in effect for a period of five (5) years from the date of the final signature.

Recommended:

Margaret N. Rees
Margaret N. Rees, Vice Provost for Educational Outreach, UNLV 9-23-09
Date

Michael W. Bowers
Michael W. Bowers, Executive Vice President and Provost, UNLV 9-24-09
Date

Approved: [Signature] 9/24/09
Date
Neal Smatresk, President
University of Nevada Las Vegas

Timothy M. Murphy
Timothy M. Murphy, Deputy Assistant Director 10-1-09
Date
Fire and Aviation Directorate (Boise)
DOI, Bureau of Land Management