

REVIEW THE INSTRUCTIONS AND BE SURE YOU CONTACT THE ASSISTANT CHIEF FIRST. THE AGREEMENT MUST BE EXECUTED BY TFS BEFORE YOU TAKE TO YOUR JURISDICTION FOR APPROVAL. THE AGREEMENT MUST BE EXECUTED AS WRITTEN, NO CHANGES WILL BE APPROVED

TIFMAS MOU for Rx Opportunities

The purpose of the MOU is to provide opportunities to capitalize on live-fire training, which is available to TIFMAS COOPERATORS through TFS.

• **Process**

1. Cooperator will contact Branch Assistant Chief RFC (ACRFC) or Regional Fire Coordinator (RFC).
2. ACRFC or RFC will confirm Cooperator is eligible to participate
3. ACRFC or RFC will gather Cooperators contact information and initiate the MOU by placing the contact information into the MOU.
4. ACRFC or RFC will send completed MOU to Contract Administrator at TFS headquarters
5. 2 copies of the MOU will be signed by the Director, and returned to the ACRFC.
6. ACRFC or RFC will have the Cooperator sign both copies, one copy is for Cooperator, one is to be returned to Contract Administrator

• **Assignments**

1. Request for TIFMAS live-fire opportunities will be made from TFS personnel to the ACRFC or RFC in the branch when opportunities exist. Lead personnel for the project will provide ACRFC or RFC with number of position open for training opportunities.
2. ACRFC or RFC will notify TIFMAS Branch Coordinator (see business manual) of opportunities for live-fire training and provide contact information for the ACRFC or RFC in the Branch the opportunities exist.
3. All notification for live-fire training will come through the TIFMAS Branch Coordinator
4. ACRFC or RFC will provide lead on live fire with personnel names and department.

**Memorandum of Understanding
Conducting Cooperative
Prescribed Fire**

This Memorandum of Understanding (MOU) is entered into by and between the Texas A&M Forest Service, a member of The Texas A&M University System, an agency of the State of Texas (TFS) and _____ (COOPERATOR).

I. PURPOSE

The purpose of this MOU is to provide opportunities to capitalize on live-fire training, which is available to COOPERATOR through TFS. TFS will mutually benefit by having additional labor available during live-burns. This MOU delineates responsibilities and procedures for conducting cooperative prescribed fire activities.

II. SCOPE

The provisions of this MOU apply to prescribed fire performed under the management of the TFS as a part of its normal forest management activities within the State of Texas.

III. PERIOD OF PERFORMANCE

This MOU shall commence on the date of the last signature and shall continue for a period of five years, unless terminated earlier in accordance with section VII.B.

IV. RESPONSIBILITIES

A. TFS shall:

1. Manage, organize and provide personnel management of the prescribed fire, according to guidelines prescribed by TFS.
2. Notify COOPERATOR of the opportunity to participate in a prescribed fire at least 7-days prior to a scheduled burn.
3. Provide coordination between TFS and COOPERATOR.
4. Assist COOPERATOR in documenting the participation of COOPERATOR's employees in a cooperative prescribed fire exercise for training file purposes.

B. The COOPERATOR shall:

1. Maintain a roster of all its personnel who will be participating in cooperative prescribed fire activities and provide the roster to TFS before each cooperative prescribed fire.
2. Provide a primary point of contact to TFS for the purpose of notification.

3. Provide administrative support to its employees when performing activities under this MOU.
 4. Provide all tools and equipment to its employees necessary to complete performance under this MOU.
 5. Advise TFS point of contact of any change in notification process, i.e. address or phone number changes.
- C. COOPERATOR's employee shall:
1. Be physically capable of performing assigned duties.
 2. Maintain knowledge, skills and abilities necessary to operate safely and effectively in the assigned position.
 3. Maintain support of employer for participation in activities.

V. ADMINISTRATIVE, FINANCIAL AND PERSONNEL MANAGEMENT

A. Reimbursement

1. TFS will not reimburse COOPERATOR for wages, travel, per-diem, supplies or equipment. Each party to this MOU will be responsible for its own expenses.

C. Medical Care for Injury or Illness

1. If COOPERATOR's employee incurs an injury or illness during the performance of this MOU, TFS will cooperate logistically with COOPERATOR to ensure COOPERATOR's employee is properly treated and medically evaluated. In the absence of COOPERATOR's management, TFS will investigate the incident and make a determination as to whether, in its opinion, the injury or illness was work related and will notify COOPERATOR of its findings for proper processing of a Workers Compensation claim.

D. Liability

1. It is mutually agreed that TFS, and COOPERATOR shall each be responsible for their own losses arising out of the performance of this MOU.

VI. POINTS OF CONTACT

TFS

COOPERATOR

VII. GENERAL PROVISIONS

- A. This MOU may be modified or amended only by the written agreement of all parties.
- B. Any party, upon 30 day written notice, may terminate this MOU.
- C. This MOU is governed by the laws of the State of Texas. Venue for any suits related to this MOU shall be in Brazos County, Texas.
- D. This MOU, with the rights and privileges it creates, is assignable only with the written consent of the parties

COOPERATOR hereby acknowledges that they have read and understand this entire MOU. All oral or written agreements between the parties hereto relating to the subject matter of this MOU that were made prior to the execution of this MOU have been reduced to writing and are contained herein. COOPERATOR and TFS agrees to abide by all terms and conditions specified herein and certify that the information provided is true and correct in all respects to the best of their knowledge and belief.

This MOU is entered into by and between the following parties:

TEXAS A&M FOREST SERVICE:

Signature: _____
 Name: Al Davis
 Title: Interim Director
 Date: _____

COOPERATOR

Signature: _____
 Name: _____
 Title: _____
 Date: _____