

MEMORANDUM OF UNDERSTANDING

Between the

National Firefighter Training and Carding Association

And the

PACIFIC NORTHWEST WILDFIRE COORDINATING GROUP

This MEMORANDUM OF UNDERSTANDING is hereby entered into by and between the Pacific Northwest Wildfire Coordinating Group, hereinafter referred to as PNWCG, and the **National Firefighter Training and Carding Association** hereinafter referred to as the Provider.

Background: The PNWCG is established to provide an interagency approach to wildland fire management and all-risk support on all land ownerships within the States of Oregon and Washington. Through its Training Committees, PNWCG manages a wildland fire training certification program for its member agencies. It is the policy of PNWCG that all resources utilized on wildland fire incidents within the Pacific Northwest must meet all training, experience and physical fitness standards identified in the current National Wildfire Coordinating Group (NWCG) Wildland Fire Qualification System Guide (PMS 310-1) and Region 6 US Forest Service VIPR Agreements.

Private contractors continue to comprise a large and important portion of the workforce and equipment utilized for incidents within the PNWCG area. Wildland fire training for contractor employees is accomplished in the Pacific Northwest through an MOU between PNWCG and private Training Associations and Public Training Providers. Providing contractor training through an MOU has been successful in meeting the training requirements and needs for wildfire contractor personnel.

I. PURPOSE

The purpose of this MOU is to provide a general framework for cooperation and coordination between the parties concerning verification of wildland fire personnel qualifications for contractor personnel performing wildland fire duties under Region 6 US Forest Service VIPR Agreements.

II. STATEMENT OF MUTUAL BENEFIT AND INTEREST

Under the terms of the MOU, all members of PNWCG, except for the Oregon Department of Forestry (ODF), and the Provider propose to form a partnership whereby the Provider agrees to verify personnel qualifications for wildland fire personnel working under Region 6 US Forest Service VIPR Agreements. According to the terms and conditions of this MOU, PNWCG agrees to recognize the verification of wildland fire personnel qualifications by the Provider. This will provide the checks and balances necessary for PNWCG to recognize Incident Qualification Cards and ensure wildland fire personnel meet minimum standards provided under the Region 6 US Forest Service VIPR Agreements.

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

III. DEFINITIONS:

Contractor: A private company or person who is not a member of PNWCG and has agreed in advance to perform specified wildland fire services within the Pacific Northwest Geographic Area and has been properly qualified and equipped to provide such services.

National Wildfire Coordinating Group (NWCG): A group formed under the direction of the Secretaries of the Interior and Agriculture to improve the coordination and effectiveness of wildland fire activities and provide a forum to discuss, recommend appropriate action, or resolve issues and problems of substantive nature. NWCG is made up of representatives from the USDA Forest Service, US Fire Administration, Bureau of Land Management, Bureau of Indian Affairs, Fish and Wildlife Service, National Park Service and the National Association of State Foresters.

Pacific Northwest Wildfire Coordinating Group (PNWCG): An organization established to provide an interagency approach to wildland fire management and all-hazard support on all land ownerships within the States of Washington and Oregon. PNWCG is comprised of representatives from the Washington Fire Marshal's Office, Oregon Fire Marshal's Office, Washington Department of Natural Resources, Oregon Department of Forestry, Bureau of Land Management, National Park Service, Bureau of Indian Affairs, Fish and Wildlife Service and Forest Service. The purpose of PNWCG is to further interagency cooperation, communications, coordination, and to provide interagency fire management direction and all-hazard support for the Pacific Northwest Geographic Area.

PMS 310-1: The *Wildland Fire Qualifications System Guide* developed under the sponsorship of NWCG and adopted by PNWCG to establish minimum requirements for training, experience, physical fitness level and currency for wildland fire positions.

Provider: A private association, company or person organized for the purpose of verifying wildland fire personnel qualifications of contractor personnel operating under Region 6 US Forest Service VIPR Agreements.

Wildland Fire: Any non-structure fire that occurs in the wildland.

Wildland Fire Personnel Qualifications Inspector: An individual with a minimum of 2 years' experience in one or more of the following job duties:

- Performance of wildland firefighting or support duties
- Performance as a wildland fire training specialist, wildland fire training officer or with specific job duties in wildland fire training
- Performance as a member on wildland Fire Qualifications Review Committee
- Verifying NWCG wildland fire personnel position qualifications which includes training, experience and currency

AND

Demonstrated experience utilizing the PMS 310-1 to evaluate wildland fire ICS position standards, qualifications and currency requirements sufficient to accurately determine wildland fire personnel position qualifications.

IV. PNWCG SHALL:

- A. Monitor the verification of wildland fire personnel qualifications and records of the Provider to determine if they are current, accurate and in compliance with PNWCG and NWCG standards and procedures as identified within this MOU and the Region 6 US Forest Service VIPR Agreements. .
- B. Recognize verification of wildland fire personnel qualifications completed by the Provider as set forth in this MOU and the Region 6 US Forest Service VIPR Agreements.
** (All members of PNWCG except Oregon Department of Forestry)

V. THE PROVIDER SHALL:

- A. Must be capable of verifying personnel position qualifications for all contractor employees across the entire Pacific Northwest Geographic Area..
- B. Maintain and provide access to the Contract Program Specialist or representative upon request, the qualification records for all Wildland Fire Personnel Qualification Inspectors utilized under this MOU.
- C. Verify all wildland fire personnel position qualifications based on review of required training and experience records as identified in this MOU and the Region 6 US Forest Service VIPR Agreements.
- D. Maintain and provide access to the Contract Program Specialist or representative the records of contractor employees verified under this MOU. Said records shall contain at a minimum a copy of the Provider's inspection and personnel records checklists.
- E. Provide contractors documentation of their employees' Wildland Fire Personnel Position Qualifications verification (*Appendix A for sample form*) and a verified Incident Qualification Card in a timely manner.
- F. Provider will submit to PNWCG their proposed business practices outlining how they will ensure quality assurance for all inspections. Proposal must include specific quality control measures and identify how they will monitor performance to ensure consistency and integrity.

VI. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

- A. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Katie Mergel, Contract Operations Specialist
US Forest Service Fire and Aviation
1740 Southeast Ochoco Way
Redmond, Oregon 97756
(541) 504-7339(Voice)
Email Address: kmergel@fs.fed.us

- B. The Provider will follow the requirements for training, experience, physical fitness level and currency for wildland fire positions found in the Wildland Fire Qualification System Guide (*NWCG PMS 310-1*) and in the US Forest Service Region 6 Solicitations when verifying personnel position qualifications.
- C. ANNUAL OPERATING PLANS. An Annual Operating Plan (AOP) shall be submitted annually by January 15th of each year for approval by the Pacific Northwest Contract Program Specialist listed in provision VI. A. of this MOU or their designee. Such a plan shall contain at a minimum, the following information:
1. List of all inspector(s) and their qualifications performing under this MOU.
- D. The Pacific Northwest Contract Program Specialist or designated representative and the Provider will meet annually to review this MOU.
- E. 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.
- F. MODIFICATION. 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.
- G. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to PNWCG under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
- H. LIABILITY. As long as the Provider provides verification of Wildland Fire Personnel Qualifications as outlined in this MOU, and to the extent PNWCG may do so under the Federal Torts Claims Act, they shall not be held responsible for any injuries or deaths incurred as a result of wildland fire suppression and/or prescribed fire activities under the control of PNWCG members or any other government or private entity.
- I. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the PNWCG or the Provider(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
- J. TERMINATION. Any of the parties, in writing, may terminate the instrument in whole, or in

January 29, 2018

part, at any time before the date of expiration.

- K. **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.
- L. **COMMENCEMENT/EXPIRATION DATE.** This instrument is executed as of the date of last signature and is effective through January 15, 2024 at which time it will expire unless extended.

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

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

Representing Provider:

Signature Jamie Olsen

3/16/18
(Date)

Printed Name Jamie Olsen

Representing: Pacific Northwest Wildfire Coordinating Group

Signature Charles W Turley
PNWCG Chair

3/12/18
(Date)

Printed Name Charles W Turley

