



Pacific Northwest Wildfire Coordinating Group

MEMORANDUM OF UNDERSTANDING

BETWEEN

NATIONAL FIREFIGHTER TRAINING AND CARDING ASSOCIATION

AND

PACIFIC NORTHWEST WILDFIRE COORDINATING GROUP

I. PURPOSE

The Pacific Northwest Wildfire Coordinating Group (PNWCG) has broad responsibility for coordination of firefighting resources within the Pacific Northwest Geographic Area. These responsibilities include oversight of training management and providing certified fire training and ICS position certification for member agencies. The PNWCG believes that to provide the highest level of safety and productivity, all resources utilized on fire suppression incidents within the Pacific Northwest must meet or exceed all training, experience, and physical fitness standards identified in the NWCG Wildland and Prescribed Fire Qualification System Guide (PMS 310-1). *Firefighting Contractors Association* desires to provide NWCG wildfire training and ICS position certification to non-agency personnel.

WHEREAS, PNWCG will only recognize non-agency personnel trainees, instructors or firefighters' certifications when formal agreements are in place with *the Firefighting Contractor Association*.

WHEREAS, PNWCG will only recognize NWCG courses that have covered all course objectives and included all of the prescribed course material and has been presented by an instructor who meets NWCG instructor qualifications.

WHEREAS, THE FIREFIGHTER CONTRACTOR ASSOCIATION has individuals who will meet or exceed the NWCG instructor qualifications.

THEREFORE, the PNWCG will recognize and accept the training provided by and ICS incident qualification certifications verified by *the Firefighting Contractor Association* when all of the provisions of this agreement are met. This agreement will only authorize NWCG fire training courses up to the Strike Team Leader level, except as approved through the special petition process in this agreement.

II. AUTHORITY

This MEMORANDUM OF UNDERSTANDING, hereinafter referred to as MOU, is made and entered into by and between *the FIREFIGHTER CONTRACTOR ASSOCIATION*, hereinafter referred to as FCA, and the PACIFIC NORTHWEST WILDFIRE COORDINATING GROUP, hereinafter referred to as the PNWCG under provision of the charters and/or other authorities of each organization.

Additional authorities are contained in the following citations:

ORS 407.406(1)

ORS 526.046

ORS 341.665

ORS 342.445

RCW 76.04.015

16 USC 661-667e

16 USC 742a-742j

31 USC 6305

31 USC 153

16 USC 1-LA

F&WS Coordination Act

The Fish and Wildlife Act

Intergovernmental Cooperation Act

Economy Act

NPS Organic Act

III. RESPONSIBILITIES

A. PNWCG agrees to:

1. Recognize NWCG instructor qualification requirements for wildland fire training courses that meet or exceed the Field Manager's Course Guide (PMS 901-1) and the Course Coordinator's Guide (PMS 907) for FCA instructors.
2. Identify to FCA the source for obtaining training materials and other supporting materials necessary to meet the provisions of this MOU.
3. Monitor a representative sample of the training provided by FCA to ensure quality and standard of training.
4. Verify FCA certified instructor qualification records meet current FMCG and PMS 310-1 requirements.
5. Recognize FCA Certificates of Course Completion issued to students graduating from courses presented under this MOU.
6. Recognize FCA instructors who have been certified in accordance with NWCG standards and this MOU.
7. Identify a process for FCA to petition for offering NWCG classes.

B. PNWCG will not:

1. Qualify or certify any FCA or its members' instructors or students.
2. Authorize FCA to use any federal or state shield, agency/group/working team name or insignia unless a license for such use is obtained in advance.
3. Authorize FCA to use NWCG Certificates of Course Completion for any training conducted. PNWCG shall request NWCG certificates that are issued without authorization, be reissued on appropriate forms.

C. *Firefighting Contractor Association* agrees to:

1. Provide PNWCG with the following documents through the MOU Application Process:
 - a. Proof of registration in Washington or Oregon as an association or business.

- b. Procedures for instructor certification, monitoring instructional and course quality and how instructor performance will be enhanced.
 - c. Code of Ethics or other form of agreement between FCA and certified instructors.
2. Provide wildland firefighter training that meets or exceeds NWCG standards for course content and objectives. Course materials may be enhanced with appropriate related materials and/or information, and required course material shall not be substituted with non-standard materials or information.
- a. Supply course/student training and evaluation materials.
 - b. Distribute to all students the appropriate language version of the NWCG Course Evaluation Form.
 - c. Maintain student records for a minimum of five years on individuals successfully completing courses presented under this MOU. As a minimum, these records shall contain the following: course title, hours of instruction, location and dates; instructor(s) name(s), level of instructor certification, and company affiliation; and trainee name and ID number.

Provide PNWCG MOU representative written notification of course dates, time schedule, location, and Lead Instructor for all NWCG courses presented. Such notification shall be provided at least seven (7) working days in advance of the course starting date. When courses must be scheduled to meet emergency training needs, this seven (7) day notification may be waived by the PNWCG MOU representative. Requests for waiver may be made by phone call or e-mail. Waivers granted under such emergency requests will not be reduced below 48 hours. Notification forms are available on the Contract Operations Page found at: <http://www.fs.usda.gov/goto/r6/workingtogether/contracting/fact>

- d. Provide PNWCG or its representative's access to student records upon request.
 - e. Use only instructors who meet NWCG instructor standards identified in PMS 901-1. Bilingual interpreters, when used, will either meet NWCG instructor standards or will be paired with a qualified instructor. "Paired with," means that a qualified instructor shall be present in the classroom or field exercise at all times during instruction when presented by a bilingual interpreter who is not instructor certified.
 - f. Issue Certificates of Course Completion to individuals successfully completing training. Certificates shall display course number and title, course completion date, hours of instruction (total classroom and field exercise), location, lead instructor name, the Association's logo. The certificate shall be signed by the Lead Instructor. Member companies may add their logo and/or name to the Association's certificate.
3. Verify instructor records to ensure that instructors meet or exceed NWCG Instructor qualifications listed in FMCG and certify that these standards are met.
- a. Maintain qualification records on all Unit and Lead Instructors certified by FCA to instruct courses presented by FCA or its membership. These records must contain documentation necessary to verify the instructor meets the requirements in the Field Managers Course Guide for the courses and level of instructor qualifications (Unit Instructor and/or Lead Instructor).
 - b. Annually, by January 1, provide PNWCG a current list of instructors that shows their level of qualification (Unit Instructor and/or Lead Instructor) for each of the courses for which they are qualified and that are covered by this MOU. The list shall give their full name, company affiliation if any, and an example of their signature. As instructors are added or certifications change, a new list shall be provided to PNWCG.

- c. Provide PNWCG or its representative access to instructor records upon request.
 4. Assure that a minimum of one qualified Lead Instructor is present to ensure the delivery of each course presented by the FCA. The Lead Instructor and/or Course Coordinator may also perform the following responsibilities: screen students to ensure they meet all prerequisites (training and experience) to attend training course; evaluate and recommend certification of unit instructors; hold cadre meetings as necessary; assure unit, final exams are administered properly as identified in each course Instructor's Guide; provide course evaluations; and student roster to the instructor at the end of each course presentation.
 5. Monitor the quality of the training provided and records maintained by their certified instructors to verify that the training and records are in compliance with the established standards.
 6. Ensure that Instructors do not enter student qualifications into database.
 7. Provide course evaluations and student rosters to the PNWCG MOU representative, upon request.
- D. PNWCG and FCA mutually agree that;
1. Both Parties will meet prior to January 1, to have an annual program review of this MOU and previous calendar year's activities. Revisions to this MOU may be identified during that meeting.
 2. Revisions to this MOU will be made by the issuance of a written amendment signed and dated by both parties.
 3. Either party may terminate this agreement by providing a 60-day written notice.

Failure by FCA, its membership, or its recognized instructors to meet the requirements of this MOU may result in PNWCG taking the following actions: requiring remedial action by FCA to eliminate reoccurrence of the deficiency, suspending this MOU until the deficiency/deficiencies are corrected, not recognizing affected certificates of completion of training and/or incident qualification cards issued by FCA, suspension of the MOU for non-compliance, or cancellation of the MOU.

- a. PNWCG will give written notice to FCA when a failure to comply with the provisions of this MOU is discovered and verified through an appropriate investigation of the facts.
- b. The written notification will provide the detailed findings of non-compliance, recommended corrective action necessary and a time frame for FCA to correct the deficiency.

IV. DESIGNATED REPRESENTATIVES

- A. The PNWCG representative to contact for questions or issues arising out of this MOU is:

Katie McConnell
Contract Operations Specialist
1780 SE Ochoco Way
Redmond, Oregon
97756
541-504-7380
r6firecontractoperations@fs.fed.us

B. The *Firefighting Contractors Association* representative to contact for questions or issues arising out of this MOU is:

National Firefighter Training and Carding Association
John Berger – Owner
PO Box 974
Philomath, OR 97370
866-929-7802
admin@nftca.com

V. **EFFECTIVE DATE**

In WITNESS WHEREOF, the parties hereto have executed this MOU as of the date last below written. This MOU will expire on December 31, 2020.

Representing: (WFA Firefighting Contractor Association)

John Berger
(Name: Please Print)

12/17/14
(Date)

John Berger
(Signature)

Pacific Northwest Wildfire Coordination Group, Chairperson

NANCY HIRSCH
(Name: Please Print)

12/16/14
(Date)

Nancy Hirsch
(Signature)

APPENDIX A

COMPLAINT/ISSUE PROCESS

Process and forms can be found at:
<http://www.fs.usda.gov/goto/r6/workingtogether/contracting/fact>
under the Contract Operations page

Email to: r6firecontractoperations@fs.fed.us

10/1/11

*John Barber
for review*

10/1/11

10/1/11

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