



10/2019

MEMORANDUM OF UNDERSTANDING

Between

NATIONAL WILDFIRE SUPPRESSION ASSOCIATION
EQUIPMENT INSPECTOR

And the

PACIFIC NORTHWEST WILDFIRE COORDINATING GROUP

This MEMORANDUM OF UNDERSTANDING is here by entered into by and between the Pacific Northwest Coordinating Group, hereinafter referred to as PNWCG and National Wildfire Suppression 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 ownership within the States of Oregon and Washington. Through its Contracting Committee, PNWCG manages wildland fire equipment standards for its member agencies.

I. PURPOSE

The purpose of this MOU is to provide a general framework for the cooperation and coordination between the parties concerning equipment inspections of wildland fire equipment between the parties concerning equipment inspections of wildland fire equipment under VIPR and Emergency Equipment Rental Agreements (EERA).

II. STATEMENT OF MUTUAL BENEFIT AND INTEREST

Under the terms of this MOU, all members of the PNWCG and the Provider propose to form a partnership whereby the Provider agrees to inspect equipment working under the VIPR and EERA. According to the terms and conditions of this MOU, PNWCG agrees to recognize the equipment inspections completed by the Provider.

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

III. DEFINITIONS

Compliance Equipment Inspector: An individual with 2 or more years of experience working directly with wildland fire equipment and/or has the training, knowledge, skills and abilities to correctly identify, operate and maintain wildland fire equipment and water handling equipment including tools, pumps, hoses and accessories. The individual must

be able to successfully perform fire equipment inspections on wildland fire apparatus and accurately determine if such equipment meets contract specifications as identified in the VIPR Agreement.

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.

Dozer: Any hard-tracked vehicle with a front mounted blade used for exposing mineral soil.

Engine: Any ground vehicle providing specified levels of pumping water, and hose capacity with specified a specified level of personnel.

Equipment Inspection: Process of checking, testing and verifying that wildland fire equipment meets all mechanical and compliance requirements.

Excavator: Any tracked machine with 360-degree rotating capabilities that have a boom. Different attachments can be placed on the end of the boom (buckets, grapples, rakes, etc.). Generally, excavators are built for earth moving work.

Fuel Tender: Any ground vehicle capable of transporting specific quantities of gasoline and/or diesel.

Grader: Any rubber-tired vehicle with a mid-mounted blade used for exposing mineral soil; also, referred to as a road grader.

Gray Water Truck: Any ground vehicle capable of transporting specified quantities of gray water that meet the specifications of the VIPR Agreement. Gray water that means any wastewater other than toilet waste or industrial chemicals, and includes, but is not limited to shower, bath, kitchen, and laundry wastewater.

Heavy Equipment: Any dozer, excavator or grader.

Mechanical Equipment Inspector: Any individual who has 2 or more years of experience as a mechanic and is a DOT Certified inspector per the Code of Federal Regulations 49, part 396.19 as found in the most current edition of the Federal Motor Carrier Handbook, and has the training knowledge, skills and abilities to perform mechanical equipment inspections.

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 a substantive nature. NWCG is made up of representatives from the USDA Forest Service, Department of Interior:

Bureau of Land Management, Fish and Wildlife Service, Bureau of Indian Affairs, National Park Service, US Fire Administration and National Association of State Foresters.

Potable Water Truck: Any ground vehicle capable of transporting specified quantities of drinking water.

Provider: A private association, company or person organized for the purpose of performing equipment inspections of contract equipment working under the Equipment Inspection MOU.

Pumper Cat: Any hard-tracked vehicle with a front mounted blade used for exposing mineral soil and providing specified levels of pumping water, and hose capacity.

Skidgine: A self-contained unit consisting of a water tank, fire pump, and hose specially designed to be carried on a logging rubber-tired skidder for use in wildland fire operations.

Soft Track: A self-contained unit consisting of a water tank, fire pump and hose specially designed to be carried on a soft tracked tractor for use in wildland fire operations.

Water Handling Equipment: Any wildland fire engine or water tender that is a self-contained water tank, fire pump, hose, complement and specified personnel for use in wildland fire operations.

Water Tender: Any ground vehicle capable of transporting specified quantities of water and meets specified pump capacity for use in wildland support or fire operations.

Weed Wash: Any ground set up or trailer capable of cleaning fire equipment to reduce weed seeds and debris collected on the under carriage of wildland fire equipment.

IV. PNWCG SHALL

- A. Monitor equipment inspections and record keeping of the Provider to determine if they are current, accurate and in compliance with PNWCG standards and procedures as identified within this MOU, VIPR and EERAs.
- B. Recognize equipment inspections completed by the Provider as set forth in this MOU and VIPR Agreements.
- C. Provide a monitor at equipment inspections as needed and determined by the Contract Operations Specialist.

V. PROVIDER SHALL

- A. Be capable of performing equipment inspections across the entire Pacific Northwest Geographic Area.

- B. Maintain and provide access to for all equipment inspectors and provide the Contract Operations Specialist or representative access to records upon request.
- C. Maintain and provide access to the Contract Operations Specialist or representative to all equipment inspection files. All files will be uploaded into the ITEAM Database.
- D. The Provider shall perform equipment inspections that meet VIPR Agreement Standards. All equipment inspections shall be documented, and documents shall be provided to all Contractors. The recommended process for equipment inspections is outlined in Appendix A and required forms can be found on the Fire and Aviation Contract Team (FACT) web page
https://www.fs.usda.gov/detail/r6/workingtogether/contracting/?cid=fsbdev2_027111 under Contract Operations.
- E. Provide an opportunity for equipment that originally fails an equipment inspection an opportunity to be re-inspected.
- F. Review a copy of the Department of Transportation (DOT)/Commercial Vehicle Alliance (CVSA) inspection form provided by the Contractor if required by DPT and complete an OF-296 Vehicle/Heavy Equipment Safety Inspection Checklist as required by the Agreement.
- G. Provide PNWCG MOU Representative written notice of inspection dates, time, schedule, location, and inspector name. Such notification shall be provided at least seven (7) working days in advance of the course starting date. Electronic notification forms are available on the Contract Operations page.

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

A. PRINCIPAL CONTACT: PNWCG MOU Representative

Katie Mergel
Contract Operations Program Specialist
1740 Southeast Ochoco Way
Redmond, OR 97756
Office: 541-504-7339
Cell: 541-589-2175
Email: katie.mergel@usda.gov

- B. Operating Plans: Initial operating plans shall be submitted with application. Provider will submit operating plans if changes occur.
- C. Submit a list of inspectors and qualifications annually by January 15th.
- D. The PNWCG MOU Representative and/or their designee and the Provider will meet annually to discuss upcoming inspections and checklists.
- E. The provider may have more than one Inspector in order to meet minimum requirements of Compliance and Mechanical Inspectors located in III Definitions clause of this MOU.

F. **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 purpose(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 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.

G. **MODIFICATION:** Modification 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.

H. **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).

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:** Either party may terminate this agreement by providing a 30-day written notice.

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 the last signature and is effective through January 15, 2025 at which time it will expire unless extended.

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

Representing Provider:

Deborah Miley
Signature

10/22/2019

Date

Deborah Miley

Print Name

Representing: Pacific Northwest Wildfire Coordinating Group:

Daron Williams
Signature

10-24-2019

Date

Daron Williams
Print Name

Appendix A

Inspection of VIPR Agreement Resources

Inspections: The Provider may be asked to perform inspections of all equipment awarded under the VIPR and EERA. Inspections will meet requirements listed in Exhibit M of the solicitation for each piece of equipment, requirements found in D.2.1. Requirements or specific checklists for equipment can be found on the FACT Contract Operations web page.

https://www.fs.usda.gov/detail/r6/workingtogether/contracting/?cid=fsbdev2_027111

Copies of the inspections will be maintained by the Provider for each piece of equipment inspected. The provider will upload the original copy of the inspection checklist into the ITEAM Database for each individual piece of equipment.

In the event the Contractor's equipment does not pass inspection, one re-inspection will be allowed. Information on the equipment advantages/attributes collected during the inspection will be used for the process of ranking the equipment on the dispatch priority list (DPL). These inspections are necessary for the Government to determine Agreement compliance and all associated costs are considered incidental costs to the Contractor.

The Provider will review the Department of Transportation Inspection or Commercial Vehicle Safety Alliance (CVSA) inspection, as well as complete the OF-296 Vehicle/Heavy Equipment Safety Inspection Checklist.

Scheduling Inspections: The Contractor is responsible for scheduling equipment inspections.

When submitting equipment for inspection, the Contractor shall have the equipment fully equipped. The Contractor shall bring along all documentation as required in the solicitation clause D.16.5.