

**MEMORANDUM OF UNDERSTANDING
BETWEEN FIREFIGHTING CONTRACTOR ASSOCIATION
and/or TRAINING PROVIDERS and
GREAT BASIN COORDINATING GROUP**

This MEMORANDUM OF UNDERSTANDING is hereby entered into by and between the Great Basin Coordinating Group, hereinafter referred to as GBCG, and the National Wildfire Suppression Association (NWSA) hereinafter referred to as the Training Provider.

I. PURPOSE

The purpose of this MOU is to provide a general framework for cooperation and coordination between the parties concerning wild land and prescribed fire training and certification.

II. STATEMENT OF MUTUAL BENEFIT AND INTEREST

GBCG, through its Training Committee, is responsible for managing a wildland and prescribed fire training and certification program for its member agencies. All GBCG personnel, who have successfully completed required training, receive National Wildfire Coordinating Group (NWCG) Certificates of Course Completion (CCC). Furthermore, GBCG believes that to provide the highest level of safety and productivity, all resources utilized on fire suppression incidents within the Great Basin must meet or exceed all training, experience, and physical fitness standards identified in the NWCG Wildland Qualification System Guide (PMS 310-1).

NWCG encourages all member agencies at the local level, to assist "training providers" in an advisory and support capacity, in establishing wildland fire training programs consistent with applicable laws, regulations and policies, and that such programs include both classroom and field performance-based training. The Training Provider has individuals or can obtain personnel who meet or exceed the NWCG instructor qualifications and desires to offer wildland fire training to non-GBCG individuals that meet NWCG and GBCG standards.

GBCG desires to make use of the Training Provider's expertise and facilities and therefore, is willing to formalize training, advisory and support arrangements with the Training Provider. Under the terms of this MOU, GBCG and the Training Provider propose to form a partnership to accomplish the delivery of fire training courses to non-members of GBCG and certify personnel meet NWCG, PMS 310-1 as outlined in the approved Annual Operating Plan (*see related provision V.2 & Appendix A*). This will provide the checks and balances necessary for GBCG to recognize Incident Qualification Card and Position Task Books issued by the Training Provider in accordance PMS 310-1, to non-members of GBCG.

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

III. GBCG MAY:

Utilize members of the Great Basin Contract Equipment Committee (GBCEC) to provide coordination, guidance, advise and monitor the following:

1. Meet or exceed the training management guidelines contained in the February 1994 NWCG position paper on Training Qualifications and Certification (*see Appendix B*).

2. Provide the Training Provider NWCG instructor qualification requirements for wildland fire training courses (*see the most current Field Managers Course Guide PMS 901-1, available on-line at <http://www.nationalfiretraining.net/>*).
3. Identify to the Training Provider the source for obtaining training materials and other supporting materials necessary to meet the provisions of this MOU.
4. Monitor training provided by the Training Provider to verify compliance with established standards as identified in PMS 310-1, Field Managers Course Guide (PMS 901-1), and Course Coordinator's Guide (PMS 907).
5. Monitor training records of the Training Provider for course participants and qualification records of instructors to determine if both are current, accurate and in compliance with NWCG standards (PMS 310-1).
6. Authorize the use of NWCG CCC by the Training Provider and recognize CCC issued by the Training Provider to both non-GBCG and GBCG members who have successfully completed approved courses under this MOU.
7. Recognize the Training Provider Position Task Books and Incident Qualification Cards that are issued in accordance with NWCG standards (PMS 310-1).

IV. THE TRAINING PROVIDER MAY:

1. Provide wildland firefighter training that meets or exceeds NWCG standards for course content, and objectives. Course materials may be augmented with appropriate related materials and/or information, but required course material shall not be substituted with non-standard materials or information. At a minimum, the following standards or services will be provided or utilized:
 - a. Supply course/student training and evaluation materials.
 - b. Use only instructors who meet NWCG instructor standards identified in Appendix B. Bilingual interpreters, if 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 instruction is presented by a bilingual interpreter who is not instructor certified.
 - c. Issue to individuals successfully completing the training presented, CCC that are signed by the Lead Instructor. All CCC will also contain a block printed or stamped showing Lead Instructor's name, Training Provider as listed on the MOU, and date training was completed.
2. Maintain and provide access to GBCG or its representatives student records of individuals successfully completing courses presented under this MOU. At a minimum, said records will 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.
3. Initiate and certify Position Task Books, at the Leader level or below. Complete evaluation records in a Position Task Book(s) for tasks accomplished during training courses and field exercises in accordance with Position Task Book Administration, of the Wildland and Prescribed Fire Qualification System Guide (PMS 310-1).
4. Provide instructor(s) who meet or exceed NWCG Instructor qualifications listed in the PMS 901-1.

5. Maintain qualification records for all instructors and work capacity test administrators of the Training Provider and provide GBCG or its representative access to said records upon request.
6. Provide a minimum of one qualified Lead Instructor for each course presented by the Training Provider who meets or exceeds the standards for instructional objectives contained in each course package (*Reference the PMS 907 and PMS 901-1*)
7. Monitor training provided by Training Provider's instructors and work capacity test administrators to determine compliance with the established standards.
8. Administer Work Capacity Test (WCT) in accordance with the Work Capacity Test Administrators Guide (PMS-307)

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

1. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

USFS/Great Basin Contract Equipment Committee
Steve Waters—Chairman of GBCEC and Great Basin Equipment Contract Administrator
Boise National Forest
Phone: (208) 373-4126
Email Address: swaters@fs.fed.us

National Wildfire Suppression Association
Deborah Miley – Executive Director
P.O. Box 330
Lyons, OR 97358
503-859-2786
Email Address: info@nwsa.us

2. ANNUAL OPERATING PLANS. An Annual Operating Plan (AOP) shall be submitted upon signing of this MOU and annually for approval by the Principal Contact for GBCG listed in provision V.1. Such a plan shall contain at a minimum, the following information:

- a. Course and Work Capacity Test (WCT) dates, time schedule, location, and Lead Instructor/WCT Administrator for all courses and or WCT's sponsored by the Training Provider, or its membership. GBCG's Principal Contact to this MOU may authorize additional courses added to this AOP to meet specific training needs when such requests are received at a minimum 48 hours prior to commencement of said course/WCT. Requests may be submitted by phone or e-mail and shall contain the same information as other approved courses, i.e., dates, time schedule, location, and Lead Instructor/WCT Administrator.

- b. Listing of qualified instructors meeting the requirements of Provision IV 4 of this agreement. Such listing shall include their level of qualification, i.e., Unit Instructor and/or Lead Instructor, for each course to be instructed, currency, full name and company affiliation. As instructors are added or qualifications change, an updated listing shall be provided to GBCG.

- c. Their procedure for verifying qualifications of course instructors.
 - d. Their process for issuing and maintaining Position Task books and Incident Qualification Cards to qualified personnel and trainees.
3. Principal contacts meet at the signing of this MOU and annually prior to December 1 to review any issues associated with the implementation of this MOU. (teleconferencing may replace face to face meetings)
 4. **NON-FUND OBLIGATION DOCUMENT.** This instrument is neither a fiscal or obligating document. Any endeavor involving reimbursement, contribution of funds, or transfer of anything of value between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those 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 establish authority for non-competitive award to the Training Provider of any contract or other agreement. Any contract for training or other services must fully comply with all applicable requirements for competition.
 5. **MODIFICATION.** Changes within the scope of this instrument shall be made by the issuance of a bilaterally executed modification.
 6. **FREEDOM OF INFORMATION ACT (FOIA).** Any information furnished to GBCG under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
 7. **LIABILITY.** As long as the Training Provider provides training, WCT's and certification as outlined in this agreement, and to the extent GBCG 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 GBCG members or any other government or private entity.
 8. **PARTICIPATION IN SIMILAR ACTIVITIES.** This instrument in no way restricts the GBCG or the Training Provider(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
 9. **TERMINATION.** Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.
 10. **COMMENCEMENT/EXPIRATION DATE.** This instrument is executed as of the date of last signature and is effective through December 2019 at which time it will expire unless extended.

The Great Basin Contract Equipment Committee (GBCEC) has reviewed this document and the Training Provider's Annual Operating Plan.

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

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

Representing: National Wildfire Suppression Association

Deborah Miley, Executive Director

Deborah K Miley

(Name: Please Print)

(Signature)

3/12/2015

(Date)

Representing: Great Basin Coordination Group

Mike L. Merson

(GBCG Chairperson, Name: Please Print)

Mike L. Merson

(Signature)

3/26/15

(Date)

APPENDIX A

SAMPLE

ANNUAL OPERATING PLAN

Certified Instructors

Classes to be Taught	Lead Instructor	NWCG Qualification	Position Currency Expiration Date	Unit Instructor	NWCG Qualification	Position Currency Expiration Date

Name of person(s) signing course completion certificates:

Lead Instructors sign course completion certificates and enter into the NWSA Data Base.

Process for verification of course instructors' qualifications:

The NWSA Training Coordinator certifies Lead and Unit Instructors by individual courses. A spread sheet is kept updated and sent to agency representatives annually and as changes occur.

Position Task Books

Task Books to be issued	Name of person issuing Task Book

Process for final certification of a completed Task Book:

Issuing Position Tasks Books is the responsibility of the company owner. The company owner is also the Certifying Official with the responsibility and liability for his employees.

REDCARDS (WILDLAND FIRE/PREScribed FIRE QUALIFICATIONS CARD) will, will not ☐ be issued.

Name of person(s) issuing the Redcard: The Contractor will ensure that all employees possess a valid and current Wildland Fire Qualification System certification record. This certification card will identify the qualifications for the position the employee is occupying.

Information on the certification card shall include: name of the person typewritten or printed, list of position(s) the person is qualified for, the date they passed the work capacity fitness test if required for the position(s).

Process for verification of the Redcard qualifications: The certification card must be signed by the Contractor which validates the contractor or contractor's employee(s) qualifications. The Contractor must maintain all documentation (training certificates, performance evaluations, proof of work capacity testing, and completed position task books) that supports qualifications.

Course schedule (including date(s), time, course hours and location of courses): Contractor, course coordinator or lead instructor will provide written notification of course dates, time schedule, location and Lead Instructor for all courses sponsored by NWSA. Such notification shall be provided at least seven (7) work days in advance of the course starting date.

WORK CAPACITY TESTS will x☒, will not ☐ be administered, by the contractor. Contractor or work capacity test administer will provide written notification of date, time and location of the tests.

Describe process for health screening of participants and discuss safety plan for testing: Contractor is responsibility for administering the work capacity according to the standards established in PMS 304-2 Fitness & Work Capacity. Health screening will be done using the Health Screening Questionnaire and Work Capacity Test: Informed Consent.

APPENDIX B

NATIONAL WILDFIRE COORDINATING GROUP

Feb 3, 1994

Memorandum

To: Members
 Working Team Chairs

From: Chairman

Subject: Training, Qualifications and Certification

At the National Wildfire Coordinating Group (NWCG) meeting on, January 12, 1994, the membership approved a final version of the position paper entitled "Training, Qualifications and Certification for Non-NWCG Entities." A copy of the document is attached.

Members are reminded to make the paper available to their regional offices and to their Members on the Geographic Area Coordination Groups.

Attachment

Training, Qualifications and Certification for Non-NWCG Entities

With the vast expansion of private sector contractors in the wildland fire suppression and prescribed fire business, NWCG must set forth guidelines regarding training, qualifications and certification for non-NWCG member entities.

This NWCG position paper provides guidance to member agencies, private sector contractors, and educational institutions such that all will be treated similarly and will mutually benefit by others' capabilities, while still remaining within legal and contractual constraints and established NWCG standards.

NWCG POSITION

1. General:

A. All wildland fire training which will ultimately benefit NWCG members (such as that utilized by contractors) shall meet or exceed NWCG standards, as identified in instructional objectives contained in each course package and in NWCG 310-1, "Wildland Fire Qualifications Guide."

B. Instructor qualifications and presentation standards shall meet or exceed those outlined in NFES 2226, "NWCG Course Coordinator's Guide."

C. NWCG recommends that member agencies not certify contractors' employees or educational institutions' trainees or instructors except where formal agreements are in place.

D. NWCG course certificates shall only be issued to successful graduates Of NWCG member-sponsored (or member designee-sponsored) training. Educational institutions should utilize their respective certificates, indicating completion of NWCG training courses. (Exceptions may occur under II B below.)

E. Any entity who deletes NWCG training material from course packages, and then presents that modified material, may not represent that course as an NWCG training course. However, materials may be added to enhance NWCG training packages.

F. NWCG course materials are available from the NWCG Publication Management: system at the National Interagency Fire center.

G. Proper use of performance-based NWCG position task books (PTB's), as outlined in the PTB instructions, should be required of contractors and educational institutions. They should document actual incident experience of contractors' employees or institutions' students (trainees).

NWCG Approved January 12, 1994

H. Contractors' and educational institutions' trainees are strongly encouraged to obtain task book performance evaluation on NWCG members' incidents whenever possible. This facilitates incident experience verification if necessary.

I. As consistent with NWCG 310-1 "Wildland Fire Qualifications Guide," NWCG member agency personnel may sign off on individual tasks of contractors' and educational institutions' trainees.

J. Geographic Area Coordination Groups may enter into MOU agreements with recognized contractor associations to allow the association to certify their members employees qualifications, and for the board to accept this certification for purposes of employment provided: (1) The association meets the guidelines in section IA, IB, IIC, IIIC, and IIID of this position statement; (2) The geographic board reviews the procedures of the association annually to insure compliance with these guidelines; (3) Positions certified are at the Leader level or lower.

II. Training Management:

A. NWCG encourages member agencies, at the local level, to assist educational institutions in an advisory and support capacity, establishing or guiding wildland fire training programs consistent with applicable laws, regulations and policies. Programs should include both classroom and field performance based training.

B. Memorandums of Understanding (MOU's) to formalize training advisory and support arrangements between NWCG members and educational institutions or recognized contractor associations are highly recommended. These MOU's should be done at the local level with educational institutions, and at a regional geographic board level with national contractor associations.

C. Certification of non-NWCG member agency instructors and students is not the responsibility of NWCG, but rather that of educational institutions and/or recognized contractors associations. This particularly includes contract instructors. This responsibility includes assurance that both instructors and students meet or exceed appropriate NWCG prerequisite qualifications and currency requirements.

NWCG Approved January 12, 1994

III. Private Contractors:

For purposes herein, "private contractors" includes private sector individual, companies or corporations who provide training, suppression or prescribed fire services for financial reimbursement.

A. All contracts with private sector contractors should stipulate applicable "General" Statements above and be enforced via usual contractual procedures. A generic contract with standard language format outlining these stipulations is suggested.

B. NWCG vigorously encourages recognized contractors' associations to establish oversight committees and to monitor member compliance with both these and related association training and certification guidelines.

C. Private sector contractors are encouraged to avail themselves of training opportunities provided by local community colleges or universities. This type of training is a prime reason for the existence of community colleges. At their discretion, NWCG members may wish to provide training to contractor or other non-member employees and issue a certificate of completion for the classroom training. A certificate of training completion states that the individual completed the classroom requirements for a given position but does not certify an individual as being qualified for the position.

D. Private sector instructors should receive certification from appropriate educational institutions or recognized contractors associations. (See IIC above.)

Elmer Hurd
Chairman, NWCG