

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
NATIONAL CENTER FOR LANDSCAPE FIRE ANALYSIS  
UNIVERSITY OF MONTANA  
And  
MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION**

This MEMORANDUM OF UNDERSTANDING is hereby entered into by and between the Montana Department of Natural Resources and Conservation, hereinafter referred to as DNRC, and the National Center for Landscape Fire Analysis at the College of Forestry and Conservation at the University of Montana, hereinafter referred to as the NCLFA.

**I. PURPOSE**

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

**II. STATEMENT OF MUTUAL BENEFIT AND INTEREST**

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

NWCG encourages all member agencies at the local level, to assist “NCLFA employees” 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 NCLFA has qualified staff who meet or exceed the NWCG instructor qualification. NCLFA desires to offer wildland and prescribed fire training that meets NWCG and DNRC standards.

DNRC desires to make use of the NCLFA’s expertise and facilities and therefore, is willing to formalize training, advisory and support arrangements with the NCLFA. Under the terms of this MOU, DNRC and the NCLFA propose to form a partnership to accomplish the delivery of fire training courses, administer the Work Capacity Tests, and certify personnel to meet NWCG, PMS 310-1 as outlined in the approved Annual Operating Plan (*see related provision V.2 & Appendix A*). This will allow NCLFA to issue Incident Qualification Card and Position Task Books in accordance with PMS 310-1 that may be legitimately recognized by DNRC.

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

**III. DNRC SHALL:**

1. Provide NCLFA the NWCG instructor qualification requirements for wildland fire training courses (*see the most current Field Managers Course Guide, available on-line at <http://www.nwcg.gov/pms/training/fmccg.pdf>*)

2. Monitor training provided by the NCLFA to verify compliance with established standards as identified in PMS 310-1, Field Managers Course Guide, and PMS 907 Course Coordinator's Guide.
3. Monitor training records of the NCLFA for course participants and qualification records of instructors to determine if both are current, accurate and in compliance with NWCG standards (PMS 310-1).
4. Authorize the use of NWCG CCC by the NCLFA and recognize CCC issued by the NCLFA to both non-DNRC and DNRC members who have successfully completed approved courses under this MOU.
5. Recognize the NCLFA Position Task Books and Incident Qualification Cards that are issued in accordance with NWCG standards (PMS 310-1).

#### **IV. THE NCLFA SHALL:**

1. Provide wild land 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. Issue to individuals successfully completing the training presented, CCC that are signed by the Lead Instructor.
2. Maintain and provide access to DNRC 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. Certify 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 Field Managers Course Guide.
5. Maintain qualification records for all instructors of the NCLFA and provide DNRC or its representative access to said records upon request.
6. Provide a minimum of one qualified Lead Instructor for each course presented by the NCLFA who meets or exceeds the standards for instructional objectives contained in each course package (*Reference the PMS 907, Course Coordinator's Guide and the Field Managers Course Guide*).
7. Monitor training provided by NCLFA's instructors to determine compliance with the established standards.

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

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

Karl Nikoleyczik, FMO  
Southwestern Land Office  
Montana DNRC  
1401 27<sup>th</sup> Ave  
Missoula MT 59804  
406-542-4263  
karl.nikoleyczik@mt.gov

Lloyd Queen, Director  
University of Montana  
National Center for Landscape Fire Analysis  
CHCB 428  
Missoula MT 59812  
406-243-2000  
lloyd.queen@firecenter.umt.edu

2. **ANNUAL OPERATING PLANS.** An Annual Operating Plan (AOP) shall be submitted for approval by the Principal Contact for DNRC listed in provision V.1. Such a plan shall contain at a minimum, the following information:
  - a. Course dates, time schedule, location, and Lead Instructor for all courses sponsored by the NCLFA, or its membership. DNRC'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. Requests may be submitted by phone or fax and shall contain the same information as other approved courses, i.e., dates, time schedule, location, and Lead Instructor.
  - 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, full name and company affiliation. As instructors are added or qualifications change, an updated listing shall be provided to DNRC.
  - 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. Annually meet to review this MOU.
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 (SEE APPENDIX B). This instrument does not provide such authority. Specifically, this instrument does not establish authority for non-competitive award to the NCLFA 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. **LIABILITY.** As long as the NCLFA provides training and certification as outlined in this agreement, and to the extent DNRC 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, wildland fire use and/or prescribed fire activities under the control of DNRC members or any other government or private entity.

7. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the DNRC or the NCLFA(s) from participating in similar activities with other public or private agencies, organizations, and individuals.

8. TERMINATION. Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.

9. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective through **December 31, 2025**, at which time it will expire unless extended.

**The DNRC Training Representative has reviewed this document and the NCLFA's Annual Operating Plan.**

**KARL NIKOLEYCZIK**

/s/ Karl Nikoleyczik  
(Signature)

Tuesday, October 11, 2022

\_\_\_\_\_  
(Date)

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

**Representing: National Center for Landscape Fire Analysis, University of Montana**

**LLOYD QUEEN**



\_\_\_\_\_  
(Signature)

**4 Oct 2022**

\_\_\_\_\_  
(Date)

**APPENDIX A**  
**ANNUAL OPERATING PLAN**

**Certified Instructors**

| <b>Classes to be Taught</b> | <b>Lead Instructor</b> | <b>NWCG Qualification</b> | <b>Unit Instructor</b> | <b>NWCG Qualification</b> |
|-----------------------------|------------------------|---------------------------|------------------------|---------------------------|
| RT-130                      | Valentijn Hoff         | ENGB                      |                        |                           |
| RT-130                      | Carl Seielstad         | ICT3                      |                        |                           |
| RT-130                      | LLoyd Queen            |                           |                        |                           |
|                             |                        |                           |                        |                           |
|                             |                        |                           |                        |                           |
|                             |                        |                           |                        |                           |

**Process for verification of course instructors' qualifications:**

Ensure that instructor's IQS records, red card certifications, PTBs and training certificates are completed and current, and that he/she adheres to all requirements for the course as outlined in the Field Manager's Course Guide (PMS 901-1) and the Wildland Fire Qualification System Guide (PMS 310-1).

**Position Task Books**

| <b>Task Books to be issued</b> | <b>Name and Signature of person issuing Task Book</b> |
|--------------------------------|---|
| <b>TBA</b>                     | <b>Valentijn Hoff</b>                                 |
| <b>TBA</b>                     | <b>LLoyd Queen</b>                                    |
|                                |   |
|                                |   |
|                                |   |

**Process for final certification of a completed Task Book:**

Ensure that properly qualified individual(s) have signed off on tasks; that they recommend that individual is ready to be certified in that position; and that all requirements for the position as outlined in the PMS 310-1 are satisfied.

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

**Name and signature of persons issuing Redcard:**

Valentijn Hoff  
LLoyd Queen

**Process for verification of the Redcard qualifications:**

Ensure that individual has necessary training certificates, PTBs signed, requisite experience, and that all requirements of the PMS 310-1 are met.

**Course schedule (including date, time and location of courses):**

RT-130 annually in spring.

**WORK CAPACITY TESTS will , will not  be administered.**

## APPENDIX B

### PROJECT AND FINANCIAL PLAN

Between

State of Montana – Department of Natural Resources and Conservation,  
Forestry Division, Fire Protection Bureau

And

State of Montana – University of Montana,  
The National Center for Landscape Fire Analysis

#### I. INTRODUCTION

The National Center for Landscape Fire Analysis (NCLFA), located within The University of Montana, provides geospatial products and services to fire and fuel managers. The Fire Intelligence Module (FIM) of the NCLFA provides sophisticated technical expertise in support of incident management. Engagement in real response situations is necessary to advance understanding in the natural hazards arena because many assumptions that hold true in simulations or devised tests disappear during actual deployments.

#### II. SCOPE AND DURATION

The objective of this project is to conduct research and to apply technologies in the fire suppression environment at the request of the Agency Administrator, Line Officer, or Incident Commander (AA/LO/IC). NCLFA will be reimbursed for expenses incurred from fire assignments as specified in Section “VII. BILLING CONTENT.”

**This PFP expires December 31, 2025.**

#### III. PRINCIPAL CONTACTS

Principal contact for the administration of the project is:

| University Program Contact |   |
|----------------------------|---|
| <b>Name</b>                | Lloyd Queen   |
| <b>Address</b>             | University of Montana<br>Fire Center, CHCB 428<br>Missoula MT 59812 |
| <b>Telephone</b>           | 406-243-2000  |
| <b>Email</b>               | lloyd.queen@firecenter.umt.edu                                      |
| <b>Fax</b>                 | 406-243-2011  |

Principal fiscal contacts for the Agencies are:

| DNRC Contact     |  | University Program Contact |  |
|------------------|--|----------------------------|--|
| <b>Name</b>      | Joanne Marceau   | <b>Name</b>                | Jami Sindelar                                |
| <b>Address</b>   | Forestry Division Office<br>2705 Spurgin Road<br>Missoula MT 59804 | <b>Address</b>             | Fire Center<br>CHCB 428<br>Missoula MT 59812 |
| <b>Telephone</b> | 406-542-4252   | <b>Telephone</b>           | 406-243-2000                                 |
| <b>Email</b>     | jmarceau@mt.gov  | <b>Email</b>               | jami.sindelar@firecenter.umn.edu             |
| <b>Fax</b>       | 406-542-4217   | <b>Fax</b>                 | 406-243-2011                                 |

#### IV. DETAILED PROJECT DESCRIPTION

##### A. The NCLFA will:

1. Provide one invoice per fire season for costs incurred in accordance with the 2005 Cooperative Fire Management Agreement (FS-05-FI-11015600-014).
2. Provide copies of all supporting documentation as described in Section “VII. BILLING CONTENT.”

##### B. The DNRC will:

1. Examine the invoice for numerical accuracy and affirm that the services provided by the NCLFA meet the intent of this *Project and Financial Plan*.
2. Confirm that all necessary supporting documentation has been provided by the NCLFA and that said documentation is attached to the invoice.
3. Make payment directly to the NCLFA through an interunit journal.
4. Seek reimbursement from the appropriate federal agency if the NCLFA resource was mobilized to a federal or out-of-state incident..

#### V. SUPERVISION AND TECHNICAL OVERSIGHT

Supervision and technical oversight will be handled within the NCLFA organization insofar as these arrangements do NOT conflict with the Incident Command System on fire incidents. While on an incident, NCLFA staff will be managed as appropriate to existing lines of authority within the Incident Command System.

#### VI. REIMBURSEMENT

The NCLFA will direct bill the DNRC. The DNRC will certify, via signed coversheet, that the services provided met the intent of this *Project and Financial Plan*. DNRC will then pay the NCLFA directly through an interunit journal and seek reimbursement from the appropriate federal agency if the NCLFA resource was mobilized to a federal or out-of-state incident.

#### VII. BILLING CONTENT

Reimbursement shall be made only for actual expenses incurred in the expense categories delineated in the following table. Itemized documentation in support of all reimbursable expenses is required. Required documentation includes, but is not limited to, the documents listed in the following table. All billing and reimbursement will be in accordance with the Cooperative Fire Protection Agreement, the NWCG Standards for Interagency Incident Business Management – Northern Rockies Supplements (SIIBM), and any policies and regulations adopted by the State of Montana.

| Reimbursable Expense   | Required Documentation**  |
|--|---|
| Staff overtime and associated benefits.  | (1) Overhead Resource Order(s)<br>(2) OF-288 Time Report(s)<br>(3) Spreadsheet summary of charges   |
| Staff regular time and associated benefits. In limited cases, NCLFA Staff that take a fire assignment may be hired on a less than full-time basis (e.g., 0.75 fte). In these cases, the eight hour base pay difference between the fractional appointment and a full time equivalent base pay (e.g., 0.25) will be part of the fire reimbursement. | (1) Overhead Resource Order(s)<br>(2) OF-288 Time Report(s)<br>(3) Spreadsheet summary of charges   |
| Student overtime and associated benefits.  | (1) Overhead Resource Order(s)<br>(2) OF-288 Time Report(s)<br>(3) University of Montana time card(s)<br>(4) Spreadsheet summary of charges   |
| Lost/damaged equipment; replacement of damaged specialty equipment ordered at the request of the AA/LO/IC; drone rental fees based on established daily rates.   | (1) Resource Order (RO) verifying equipment was ordered on the fire as detailed in Special Needs section<br>(2) Equipment Shift Tickets and/or CTR<br>(3) Completed form SF-95 (claim for damage, injury, or death) or completed form AD-382 (employee claim for loss or damage to personal property) |
| Rental vehicle (fully operated) charges while in travel status used in support of fire assignment.   | (1) Resource order showing ordered vehicle<br>(2) Copy of rental vehicle paid invoice<br>(3) Spreadsheet summary of costs pro-rated to confirm costs for actual use on fire duty  |
| Mileage on University of Montana owned vehicle while in travel status used in support of fire assignment.  | (1) Resource order showing ordered vehicle<br>(2) Copy of rental vehicle paid invoice<br>(3) Start/stop mileage data for fire usage   |
| Lodging/per diem while in travel status in support of fire assignment.   | (1) Overhead Resource Order<br>(2) Copy of paid invoice for lodging<br>(3) Travel expense voucher   |

\*\* Additional documentation, as deemed necessary by the DNRC to clarify and support reimbursement, will be provided by the NCLFA to the DNRC before the bill is forwarded to the appropriate federal agency payment center for third party payment directly to the NCLFA.



**VIII. SIGNATURES**

In witness whereof, the parties hereto have executed this PFP as of the last date written below:



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**Lloyd Queen, National Center for Landscape Fire Analysis,  
University of Montana**

**4 Oct 2022  
Date**

**/s/ Karl Nikoleyczik**

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**Karl Nikoleyczik, Fire Management Officer, Southwestern Land Office  
Montana Department of Natural Resources and Conservation**

**11 Oct 2022  
Date**