

**NORTHWEST BORDER ARRANGEMENT FOR FIRE PROTECTION
BETWEEN
PROVINCE OF BRITISH COLUMBIA, MINISTRY OF FORESTS AND RANGE
AND
USDA FOREST SERVICE, PACIFIC NORTHWEST, ALASKA, AND NORTHERN
REGIONS
NATIONAL PARK SERVICE, PACIFIC WEST, ALASKA, AND INTERMOUNTAIN
REGIONS
BUREAU OF LAND MANAGEMENT, OREGON/WASHINGTON AND IDAHO STATE
OFFICES**

I. PURPOSE

The purpose of this Arrangement is to provide a framework under which fire management resources may be exchanged to allow for cooperative presuppression and wildfire protection along the United States/British Columbia border between the British Columbia Ministry of Forests and Range, hereinafter "British Columbia (BC)"; and the following United States Federal agencies, hereinafter referred to jointly as the "United States (US)":

Forest Service, Pacific Northwest, Alaska and Northern Regions (USFS);
National Park Service, Pacific West, Alaska and Intermountain Regions (NPS);
Bureau of Land Management, Oregon/Washington and Idaho, State Offices (BLM).

British Columbia and the United States Agencies signatory to this Arrangement will hereinafter be referred to as the "Parties to this Arrangement".

The agency whose land is where the fire is located, or who is assigned legal fire suppression responsibilities, will be known as the jurisdictional agency. The agency that provides suppression or management support will be known as the supporting agency.

II. AUTHORITY

The Canada/United States Reciprocal Forest Fire Fighting Arrangement, which was concluded by an exchange of Diplomatic Notes on May 7, 1982 and further defined in Public Law 100-428, as amended by Public Law 101-11.

Emergency border crossings within the intent of this Arrangement have been cleared by each Country by letter (or Arrangement) (references: Canada Department of Natural Revenue Customs and Excise 4/8/59; Canada Department of Manpower and Immigration 6/8/72; U.S. Treasury Department 2/9/72, 2/21/75, 10/26/81).

III. MUTUAL INTERESTS AND BENEFITS

Sharing of resources, expertise, training, and intelligence are needed by the Parties to this Arrangement in order to effectively prevent, detect and manage fires along the United States/British Columbia border. It is the intent of the Parties to this Arrangement, regardless of the point of origin, to cooperate on determining the most appropriate approach to be taken on any

wildfire that threatens each other's lands along the international boundary.

The Arrangement constitutes a reaffirmation of the importance of engaging in cooperative fire management activities. This Arrangement is intended to encourage and strengthen other cooperative fire management activities, through the sharing among the participants of personnel, fire management techniques, skills and innovations. The objective of these activities is to improve the fire fighting capabilities and knowledge of each Participant, resulting in the provision of more effective fire fighting assistance to one another when necessary. Each participant should bear all of its costs and expenses of participating in these other cooperative activities, unless otherwise mutually agreed.

IV. OPERATING PROCEDURES

A. Border Zone: A common Border Zone on each side of the international boundary will be jointly defined and mapped locally by the Parties to this Arrangement, based on access, location and availability of resources. Within the Border Zone, the closest available resources may respond to a fire, regardless of the jurisdiction. Assistance will be rendered when the Parties to this Arrangement are in a position to furnish resources. This area may be adjusted where any fire outside of this zone is predicted to encroach on the international boundary or adjacent agency land.

B. Mutual Planning: The Parties to this Arrangement agree to cooperate, when mutually deemed appropriate, on developing strategic plans for fires that threaten the border. Such planning will involve affected local agencies on either side of the border to address and map special land management considerations.

C. Operating Guidelines: Under this Arrangement, operational guidelines for safe and effective mutual response of fire fighting resources to manage British Columbia/United States border fires will be developed and updated annually by the authorized representatives listed in Appendix A or their designees. These operational guidelines are intended to identify strategic conditions for implementing initial attack, extended attack and large fire suppression procedures and command structures to be used depending on the particular circumstances associated with each fire. Operational Guidelines that are local in nature may be developed and updated annually by local affected agencies on either side of the border. Special land management considerations that may affect fire response will be identified and mapped.

D. Reporting Fires: Any Party discovering a fire within the border zone shall as soon as practical notify the jurisdictional agency. The parties to this arrangement will agree which agency will take action on the fire.

E. Cost Recovery: During initial attack or the first burning period (normally 12 hours or as negotiated), each agency will be responsible for their own personnel, aircraft, equipment, and supply costs when operating in the border zone. Personnel, aircraft, equipment and supply cost recovery may occur:

1. When a fire is beyond the border zone
2. When extended action is required
3. When the jurisdictional agency requests specific resources and assistance from the supporting agency during initial attack

F. Cost Apportionment: Cost apportionment may be agreed to by both parties to facilitate operational or financial considerations.

G. Independent Action: Except as otherwise limited in Operational Guidelines, nothing herein shall prohibit any party, on its own initiative, at its own cost, from going upon lands known to be protected by another Party to this Arrangement to engage in suppression of wildfires, when such fires are a threat to that Party's protection responsibility. In such instances, the party taking action will promptly notify the jurisdictional agency.

H. Special Considerations: To the extent possible the supporting agency taking action on a fire will consider special land management and fire management considerations of the jurisdictional agency, as described in the Operating Guidelines

I. Standards: The jurisdictional agency agrees to accept the supporting agencies standards for training, fitness, personal protective equipment, and workers compensation. If the jurisdictional agency must meet additional safety equipment supplies standards, than the supporting agency, it is the responsibility of the jurisdictional agency to supply the required equipment /supplies.

J. Certification of Positions: The supporting agency certifies that the personnel assigned meet the requirements of the position ordered.

K. Insurance: The sending agency, an agency providing resources to another, will ensure that their personnel and equipment is adequately covered for any accident, hospital, or medical costs incurred while in travel status.

L. Medical Response: Notwithstanding the above paragraph, the ordering agency (agency receiving resources from another agency) will ensure immediate medical services be afforded any member of the personnel on assignment regardless of the nature of the requirement or type of medical aid required.

M. Workers Compensation: Each jurisdiction's Workers Compensation laws cover their respective employees regardless of which country the employee is working.

N. Resource Ordering: Within the border zone, or on fires of mutual concern, the Parties to this Arrangement may order direct from local US or BC agency offices listed in the Operational Guidelines. Procedures are detailed in the Operational Guidelines.

Procedures for requesting resources for fires beyond the border zone, are outlined in the Canada/United States Reciprocal Forest Fire Fighting Arrangement, and associated annual Operational Guidelines (in the National Interagency Mobilization Guide).

Transportation, specialized equipment, radios, etc. will be negotiated at time of ordering.

O. Aircraft: Use of aircraft will be in accordance with the Airspace Border Crossing Protocol in the Operational Guidelines.

- 1) Terms and recall
- 2) Standards
- 3) Reimbursable costs
- 4) Reload procedures
- 5) FAA/DOT Air crew regulations i.e. rest/ replacement crews

Long term aircraft deployments, or those outside of the Border Zone, will be conducted under the authority of the CIFCC/NIFC Agreement

P. Recall: Forty-Eight hours recall notice for personnel will be given from the supporting agency wherever possible, and the jurisdictional agency will make every effort to meet the 48 hour notice.

Q. Border Crossing Procedures: Border crossings will be in accordance with the Procedures for Crossing International Borders in the Operating Guidelines.

R. Coordinating Committee: The Parties to this Arrangement will establish a coordinating committee who will meet annually and update the Operational Guidelines as necessary, update the Emergency Contacts listed in the Operational Guidelines, and work toward joint training exercises or other areas of mutual interest.

V. REIMBURSEMENT

A. Reimbursement: Reimbursement will occur as described in Clause IV E.

B. Invoice Exchange Rate: Invoices for goods and services provided by Canada to the US will be paid for in Canadian Dollars. Invoices for goods and service provided by the US to Canada will be paid for in US dollars. It is the intent that the sending agency receives full payment of their bill, regardless of the current exchange rate. The rate shall be the exchange rate at the date that the invoice is issued.

C. Billing Information: All billings will include the ordering agency's (agency receiving resources from another agency) incident identifiers, resource order numbers and request numbers, if applicable, and shall be itemized by incident. Back-up documentation will be submitted if requested. Parties to this Arrangement will not normally bill each other for administrative costs (indirect costs) unless agreed to at time of order.

Invoices will be sent to the applicable jurisdictional agency billing addresses listed in Appendix A.

- 1) When questions on the settlement of costs incurred occur, arrangements as to whom and how payment will be made will be determined by representatives of the agencies involved.

VI. GENERAL PROVISIONS

A. Waiver: The Parties to this Arrangement waive all claims against each other for compensation from any loss, damage, personal injury, or death occurring in consequence of the performance of this Arrangement.

B. Authorized Representatives: Authorized representatives in the implementation of this Arrangement are listed in Appendix A.

C. Previous Arrangements Superseded: This Arrangement supersedes the following fire protection arrangements:

The Northwest Border Arrangement for Fire Protection signed and dated August 31, 2004

Nothing in this Arrangement shall be construed to affect any existing cooperative agreement or arrangement between the Parties to this Arrangement.

D. Duration: This Arrangement will take effect on the date of last signature and will remain in effect for five years from that date. Any Party to this Arrangement can terminate their participation in it by giving six months written notice to the other Parties. A review of this Arrangement will be conducted every five years for appropriateness and modified or renewed for a period of not more than five years from the date the last party signs the modification or renewal.

E. Modification: Modifications within the scope of this arrangement will be made by mutual consent of the parties, the issuance of a written modification, signed and dated by all parties prior to any changes being performed.

F. Appendices:


Appendix A- Authorized Representatives and Billing Addresses

Appendix B- Operational Guidelines

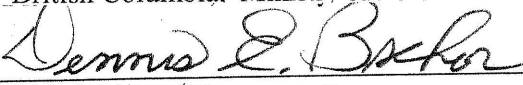
VII. SIGNATURES

By signature below, all signatories to this Arrangement agree that the individuals listed in this document are authorized to act in their respective areas for matters related to this Arrangement.

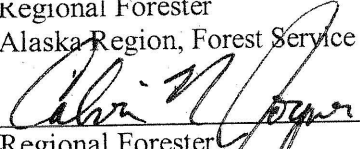
IN WITNESS WHEREOF, the parties hereto have executed this Arrangement as of the last date written below.



Director Date 09/07/22

British Columbia, Ministry of Forests and Range


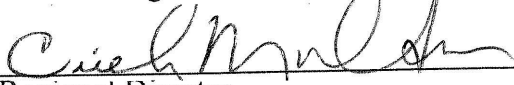
Regional Forester Date 7/29/2009
Alaska Region, Forest Service



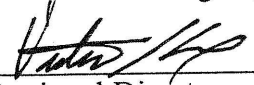
Regional Forester Date 7/30/09
Pacific Northwest Region, Forest Service



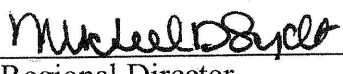
Regional Forester Date 7/23/09
Northern Region, Forest Service




Regional Director Date 23 JULY 2009
Pacific West Region, National Park Service

Acting 

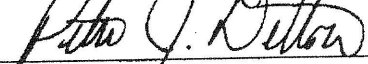
Regional Director Date 8/3/09
Alaska Region, National Park Service



Regional Director Date 7/21/09
Intermountain Region, National Park Service



State Director Date 8/11/09
OR and WA State Office, Bureau of Land Management

Acting 

State Director Date 7/22/2009
Idaho State Office, Bureau of Land Management

APPENDIX A
AUTHORIZED REPRESENTATIVES AND BILLING ADDRESSES
AUTHORIZED REPRESENTATIVES

British Columbia:

Brian Simpson
British Columbia Ministry of Forests and Range
PO Box 9502 Stn Prov Govt
Victoria, British Columbia V8W 9C1
Phone: 250-387-5538
Fax: 250-387-5685
Cell: 250-213-8772
Email: brian.simpson@gov.bc.ca

Alaska:

Chugach National Forest
Joe Meade, Forest Supervisor
3301 "C" Street, Suite 300
Anchorage, AK 99503
Phone: 907-743-9525
Fax: 907-743-9476

Tongass National Forest
Forrest Cole, Forest Supervisor
Federal Building
648 Mission Street
Ketchikan AK 99901
Phone: 907-228-6281
Fax: 907-228-6215

Glacier Bay National Park and Preserve
Cherry Payne, Superintendent
Box 140
Gustavus, Alaska 99826
Phone: (907) 697-2232
Fax: (907) 697-2654

Klondike Gold Rush National Historical Park
Susan Boudreau, Superintendent
P.O. Box 517
Skagway, Alaska 99840
Phone: (907) 983-2921
Fax: (907) 983-9249

Wrangell-St. Elias National Park and Preserve
Meg Jensen, Superintendent
P.O. Box 439
Copper Center, Alaska 99573
Phone: (907) 822-5234
Fax: (907) 822-7216

Washington:

Mt. Baker Snoqualmie National Forest:
Rob Iwamoto, Forest Supervisor
2930 Wetmore Ave, Suite 3A
Everett, WA 98201
Phone: 425-783-6010
Fax: 425-783-0212

Okanogan and Wenatchee National Forests
Becki Heath, Forest Supervisor
215 Melody Lane
Wenatchee, WA 98801
Phone: 509-664-9200
Fax: 509-664-9280

Colville National Forest
Rick Brazell, Forest Supervisor
765 South Main
Colville, WA 99114
Phone: 509-684-3711
Fax: 509-684-7280

North Cascades National Park
Bill Paleck, Superintendent
2105 State Route 20
Sedro Woolley, WA 98284
Phone: 360-856-5700
Fax: 360-856-1934

Spokane District BLM
Robert Towne, District Manager
1103 N. Fancher Road
Spokane, WA 99212
Phone: 509-536-1200
Fax: 509-536-1275

Idaho:

Idaho Panhandle National Forest
Ranotta McNair, Forest Supervisor
3815 Schreiber Way
Coeur d'Alene, ID 83815
208-765-7223

Coeur d'Alene District BLM
Cary Cooper, District Manager
3815 Schreiber Way
Coeur d'Alene, ID 83815
Phone 208-769-5040

Montana:

Flathead National Forest
Cathy Barbouletous, Forest Supervisor
650 Wolfpack Way
Kalispell, MT. 59901
Phone 406-758-5251
Fax 406-758-5363

Glacier National Park
Chas Cartwright, Superintendent
PO Box 128
West Glacier, MT 59936
Phone 406-888-7901
Fax 406-888-7808

Kootenai National Forest
Paul Bradford, Forest Supervisor
1101 Hwy 2 West
Libby, MT. 59923
Phone 406-283-7763
Fax 406-283-7710

BILLING ADDRESSES

British Columbia

British Columbia Ministry of Forests and Range
Attention: Superintendent of Fire Preparedness and Operations
PO Box 9502 Stn. Prov. Government
Victoria, British Columbia V8W 9C1

Alaska:

Chugach National Forest
3301 "C" Street, Suite 300
Anchorage, AK 99503
Phone: 907-743-9525
Fax: 907-743-9476

Tongass National Forest
Federal Building
648 Mission Street
Ketchikan AK 99901
Phone: 907-228-6281
Fax: 907-228-6215

The Alaska Division of Forestry is the Protecting Agency for Glacier Bay, Klondike Gold Rush, and Wrangell-St. Elias National Parks. The billing address is:

Alaska Division of Forestry
Central Office
550 W. 7th Avenue, Suite 1450
Anchorage Alaska 99501-8788

Washington

Colville National Forest
Attention: Budget and Finance
765 South Main
Colville, WA 99114
Phone: 509-684-3711
Fax: 509-684-7280

Bureau of Land Management
Attention: Procurement
PO Box 2965
Portland, Oregon 97208
Phone: 503-808-6217
Fax 503-808-6312

North Cascades National Park
Attention: Budget
2105 State Route 20
Sedro Woolley, WA 98284
Phone: 360-856-5700
Fax: 360-856-1934

Idaho

Idaho Panhandle National Forest
Attention: Budget and Financer
3815 Schreiber Way
Coeur d'Alene, ID 83815
208-765-7223

Bureau of Land Management
Attention Procurement
1387 South Vinnell Way
Boise, Idaho 83709-3850

Montana

Flathead National Forest
Kalispell, MT. 59901
Attention Budget & Finance
Phone 406-758-5251
Fax 406-758-5363

Glacier National Park
PO Box 128
West Glacier, MT 59936
Attention Budget
Phone 406-888-7901
Fax 406-888-7808

Kootenai National Forest
1101 HWY 2 East
Libby, MT. 59923
Attention Budget & Finance
Phone 406-283-7763
Fax 406-283-7710

APPENDIX B
OPERATIONAL GUIDELINES

Are developed and reviewed annually and a supplement to this arrangement.