41 INTERNATIONAL AGREEMENTS

41.1 POLICY FOR CANADIAN SUPPORT

Arrangement in the form of an Exchange of Notes between the Government of Canada and the Government of the United States of America

Dated May 7, 1982

Excellency,

I have the honor to refer to recent discussions between officials of our two Governments on the question of the provision of mutual assistance in fighting forest fires.

I have the honor to propose the conclusion of an arrangement on this matter on the following lines:

(a) On the part of Canada the departments and/or agencies participating in this arrangement will be those listed in the Annex to this Note. On the part of the United States of America the participating departments will be the Department of Agriculture and the Department of the Interior of the United States acting for the following Federal Agencies: Forest Service, Bureau of Land Management, National Park Service, Bureau of Indian Affairs and the Fish and Wildlife Service.

(b) Participating Departments and agencies in Canada or the United States are authorized to request and to receive forest fire fighting assistance from participating departments or agencies in the other country.

(c) Requests for fire fighting assistance may be made by written communication or through rapid communication methods between the parties. If the request is made by other than written communication, it shall be confirmed in writing as soon as practical after the request.

Written requests shall provide an itemization of services and/or facilities needed together with an undertaking to make reimbursement in accordance with paragraphs (g) and (h). Each such request should be signed by an authorized official as designated in paragraph (e) below.

(d) The responsible Government of the requesting party shall reimburse the responsible Government of the aiding party in accordance with paragraphs (g) and (h). It is understood that reimbursement shall be made within one hundred and twenty days or four months after the receipt by the requesting party of an itemized statement of such costs.

(e) On the conclusion of this arrangement and by January 15 annually thereafter the participating departments and agencies will exchange with each other the names of officials designated to request and/or provide services under this arrangement. In accordance with the cooperative nature of this arrangement it shall be permissible and desirable for the parties to exchange recommendations and suggestions designed to render more effective operational procedures to be followed in requesting assistance and reimbursing expenses.

(f) Personnel and facilities of the aiding party made available to the requesting party shall at all times remain under the direct control and direction of the aiding party. The activities of the personnel and facilities of the aiding party should be coordinated by the requesting party with the activities of the personnel and facilities of the requesting party, in order to achieve the maximum possible effectiveness and efficiency.

(g) Any party rendering aid pursuant to this arrangement shall be reimbursed by the responsible Government of the party receiving such aid for the cost of any damage to, loss of or expense incurred in the operation of any facility answering a request for aid (except where such loss, damage or expense is the result of negligence on the part of the operator or from deliberate acts of misuse) and for the cost of all materials, transportation, wages, salaries, and maintenance of employees and equipment incurred in connection with such request.

(h) Any party rendering aid pursuant to this arrangement shall be reimbursed by the responsible Government of the party receiving such aid for the cost of payment of compensation and death benefits disbursed to injured employees and the dependents or representatives of deceased employees in the event such employees sustain injuries or are killed while rendering aid pursuant to this arrangement, provided that such payments are made in the same manner and on the same terms as if the injury or death were sustained in the regular course of employment.

(i) Participating Canadian and United States departments and agencies shall have the right to withdraw some or all of their personnel and/or facilities wherever they are needed for the maintenance of fire fighting at home. Notice of intent in this respect should be communicated to the requesting party.

(j) Nothing in this arrangement shall be construed as obligating the parties to make expenditures or enter into obligations, contractual or otherwise, for the payment of money in excess of appropriations authorized by law and allocated for forest fire fighting.

(k) Nothing in this arrangement shall be construed as affecting any existing cooperative forest fire fighting arrangements.

(l) Except for costs set forth in paragraphs (g) and (h) no party to this arrangement or its officers or employees shall be liable to any of the other parties thereto or to their officers or employees on account of any act or omission in consequence of performance or intended performance of this arrangement.

If the foregoing proposals are acceptable to the Government of the United States of America, I have the honor to propose that this Note, and your Excellency's reply to that effect, shall constitute an arrangement between our two Governments on this matter which will enter into force on the date of your reply and shall remain in force until terminated by either Government on six month's notice in writing to the other.

Accept, Excellency, the renewed assurance of my highest consideration.

Secretary of State for External Affairs

ANNEX

GOVERNMENT OF CANADA:	The Department of Indian Affairs and Northern Development (Northern Affairs Program) Department of the Environment (Canadian Forestry Service and Parks Canada)
Government of Alberta:	Department of Energy and Natural Resources Alberta Forest Service
Government of British Columbia:	British Columbia Forest Service
Government of Manitoba:	Department of Natural Resources
Government of New Brunswick:	Department of Natural Resources
Government of Nova Scotia:	Department of Lands and Forests
Government of Ontario	Ministry of Natural Resources
Government of Saskatchewan:	Department of Tourism and Renewable Resources
Government of Northwest Territories:	Department of Renewable Resources
Government of Prince Edward Island:	Department of Ministry and Forestry
Government of Newfoundland:	Department of Forestry

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41.2 CANADIAN SUPPORT OPERATIONAL GUIDELINES

CANADA/UNITED STATES RECIPROCAL FOREST FIRE FIGHTING ARRANGEMENT

OPERATIONAL GUIDELINES

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OPERATIONAL GUIDELINES

I. PURPOSE

These operational guidelines are to facilitate mutual assistance in presuppression and wildland firefighting between Canada and the United States of America. These guidelines do not override or supersede any existing cooperative wildland firefighting arrangements such as border agreements in accordance with paragraph (k) of the Note. Local agencies sharing common international borders are encouraged to enter into "border agreements" to facilitate presuppression and initial attack on fires posing common threat.

II. AUTHORITY

The Canada/United States Reciprocal Forest Fire Fighting Arrangement which was concluded by an exchange of Diplomatic Notes on May 7, 1982. (Appendix I) and further defined in Public Law 101-11 (HR 829) (Appendix III).

III. GENERAL PROCEDURES

A. REQUESTS

Requests for assistance will be channelled by the most expeditious means to the appropriate authorized official (Appendix II) in accordance with paragraph (c) of the Note.

1. Requests for assistance from the USA will be made from the Canadian Interagency Forest Fire Centre (CIFFC), to the National Interagency Coordination Center (NICC) at the National Interagency Fire Center (NIFC) in Boise, Idaho.

2. Requests for assistance from participating Canadian agencies will be made from NIFC to CIFFC.

3. CIFFC and NIFC will be responsible for providing the United States and Canadian officials with the names of the authorized Canadian and United States officials by January 15 each year in accordance with paragraph (e) of the Note.

4. Assistance provided for mutual aid by initial attack forces, in accordance with Border Agreements, is not subject to the provisions of these Operational Guidelines unless reimbursement is required.

5. To minimize delays at border crossings for Customs & Immigration clearances, CIFFC or NICC will supply to the Customs Point of Entry, along with all transport and arrival information, in the form specified, 24 hours prior to mobilization, containing but not limited to the following items.

   - Personnel — The Full Name, Citizenship, Date and Country of Birth, Home Base and Departure Point
   - Equipment — The Item, Quantity and Serial or Identification Numbers, Carrier and Bill of Lading Number, Country of Manufacturing.
   - Aircraft — The Registration, Tail Number, Call Sign, Aircraft type, Flight Crew Information (same as personnel) and Vendor.

6. Customs Declaration forms will be completed for presentation to Customs at Point Of Entry (POE).

B. PERSONNEL

1. Reimbursement for personnel will be on the following basis:

   (a) All salaries, overtime and hazard pay submitted for payment by the sending agency will be reimbursed by the receiving agency, in accordance with salary schedules and/or union contracts in existence with the lending agency.

   (b) The costs of travel, per diem, and personnel care costs shall in all cases be reimbursed by the receiving agency. Where lodging and meals are not provided by the receiving agency, expenses shall be reimbursed under the lending agency per diem regulations.

2. An acceptable daily flat rate, established and documented prior to mobilization for overhead and crew personnel, may be used in lieu of "1(a) & (b)".

   (a) The flat rate will include all salaries, adds to pay, overtime, hazard pay when the receiving agency provides lodging and meals.

   (b) The cost of travel, accommodation, vehicle rentals, communication equipment and other approved expenditures supported by receipts shall be reimbursed when receiving agency cannot provide these services through their procurement methods. Meals will be reimbursed under the lending agency per diem regulations when receiving agency cannot provide these services through their procurement methods.

3. The parties to this Agreement may request overhead personnel with specialized expertise for fire assignments.

4. When mutually agreeable any party to this Agreement may participate in presuppression activities involving personnel or equipment exchanges.

5. The requesting agency should send documentation outlining the major requirements of the position requested. Each agency assigning personnel to a resource order will certify that the personnel assigned will meet the requirements of the position ordered.

6. When appropriate the lending agency and receiving agency will provide for adequate liaison. The liaison from the lending agency will be responsible for the health, safety, welfare and commissary needs of personnel represented.

   (a) When the level of wildfire dictates, the National Agency will request a National Liaison or Interagency Representative to sit at the respective National Interagency Centre, to coordinate the involvement of their resources.

   (b) When the level of wildfire dictates the National Liaison with authority from the National Agency will request a Regional Liaison to sit at the Regional Centre to coordinate the resources and liaisons assigned to that region and report to the national liaison.

7. Personnel assigned as part of a resource order will receive an adequate orientation session prior to deployment and should be debriefed prior to demobilization.

8. Personnel will be prepared for a 19-day mobilization including a 14 day assignment duration. The assignment duration is defined as commencing the first full work day on assignment, including orientation and ending the date of release inclusive.

9. All personnel shall carry two pieces of identification (one photo identification and one other piece of identification). NOTE: Any felony or criminal conviction may prohibit mobilization to the receiving country.

10. If an individual is deemed inadmissible due to minor criminal/felony offences, the individual will be required to undergo an interview process with Immigration. All costs associated with the process will be born by the individual or the lending agency.

11. Controlled substances (i.e. prescription drugs) must be accompanied by the prescription.

12. Personal cargo weight shall be a total of 65lbs (29.5 kg), which includes a personal or deployment pack of 45lbs (20.4 kg) and a line pack of 20lbs (9.1 kg). Additional cargo must be identified and approved by the sending and receiving agency.

13. The lending agency will provide all the safety equipment required to meet their regulations. Should additional equipment be required by the receiving agency, the receiving agency will supply at their expense.

14. The requesting agency will insure that immediate medical services be afforded to any member of the incoming forces regardless of the nature of the requirement or the type of medical aid required.

Costs for medical services will be covered by the requesting agency until the employee is returned to the fireline or sending agency.

15. Death or long term compensation claims will be in accordance with paragraph (h) of the Diplomatic Note.

C. EQUIPMENT AND SUPPLIES

1. Expendable equipment and supplies shall be considered purchased on delivery, and full replacement costs will be reimbursed by the receiving agency. Items should be considered expendable if they are not reusable or cannot be recycled.

2. Non-expendable and accountable equipment and supplies will be credited to the receiving agency upon return to the lending agency. The costs of refurbishing is reimbursable by the receiving agency unless the sending agency agrees that the receiving agency will perform the work.

3. In the event that any equipment or supplies are damaged beyond repair or not returned, they will either be replaced by the receiving agency with new equipment or supplies of the same quantity and to the lending agency's standards, or full replacement cost will be reimbursed by the receiving agency.

4. Some specialized equipment may be accompanied by trained technicians and/or operators to ensure safe and efficient set up and operation of equipment.

5. It is recommended that all equipment be registered in the specified format with the respective lending agency's customs authority prior to mobilization.

6. All transportation costs will be reimbursed by the receiving agency.

D. AIRCRAFT (This section applies to contract and government owned aircraft.)

1. Reimbursement will be made on the following basis with the rate to be established and approved prior to mobilization:

   (a) All direct flight costs will be reimbursed by the receiving agency.

   (b) Minimum contract guarantees will be reimbursed by the receiving agency when the resource order is for aircraft services. Contract guarantees will not be assessed if the aircraft is used solely to transport personnel between countries.

   (c) Unless otherwise agreed upon between parties to this Agreement, maintenance and/or damage to the aircraft is the responsibility of the contractor and/or owner, and is not reimbursable. Damage to an aircraft caused as a direct result of agency personnel actions are the receiving agency's responsibility and are reimbursable.

2. Agency owned or agency contracted aircraft mobilized will be paid under normal provisions and reimbursed by the receiving agency unless contracted directly.

3. All aircraft will meet the receiving agency's specifications for standards and pilot qualifications and will be inspected prior to being put into service.

4. Flight following procedures and protocol will be defined prior to mobilization.

E. RECALL

The recall of resources from the receiving agency shall be in accordance with paragraph (i) of the Note and the lending agency will attempt to give 24 hours notice.

F. BILLING AND PAYMENT

1. The billing and payment provisions in paragraph (d) of the Note should provide for direct payment

to the sending agency in accordance with Section III of this document.

2. Invoices for goods and services, provided by Canada to the United States, and United States to Canada will be paid for in United States Dollars. All invoices in Canadian Dollars will be converted to US funds using the exchange rate on the "close of business day" using the date of the billing invoice as the conversion date.

3. All interest charges will be forgiven for over-due accounts on Government to Government invoices.

4. Billing will include the following:
   (a) cover letter with reference to specific resource number(s).
   (b) an original itemized invoice in accordance with paragraph (g) of the Note
   (c) backup documentation (summarized listing of personnel days and rates or salary, supplies, travel and equipment with dates, hours, and crew/equipment/aircraft type).

5. Canadian invoices will be sent to the following address:

   National Interagency Fire Center
   c/o Administrative Officer
   3833 South Development Avenue
   Boise, ID 83705-5354

6. United States invoices will be sent to the Canadian agency that requested the resource. Individual agency addresses are listed in the Directory of Designated Official (Appendix II).

G. SITUATION REPORTING Error! Bookmark not defined.

CIFFC and NIFC will exchange daily situation reports throughout the period of the normal fire season. The report should include information about the:

Number of Fires
Resources Committed
Weather
Potential for Large Fire Occurrence
Problem Fires

H. AUTHORIZATION AND AMENDMENTS

These guidelines may be amended at any time with the concurrence of the participating agencies.

I. PARTICIPATING AGENCIES

/s/ Alice Forbes
Asst. Director, Wildland Fire Operations
US Forest Service - NIFC

/s/ Larry Hamilton
Director, Fire and Aviation
Bureau of Land Management - NIFC

/s/ Jim Stires
Director of Fire & Aviation
Bureau of Indian Affairs - NIFC

/s/ Phil Street
Fire Director
Fish & Wildlife Service - NIFC

/s/ Sue Vap
Fire Director
National Parks Service - NIFC

/s/ Don Artley
NASF Representative

/s/ C. Allan Jeffrey
Director
Canadian Interagency Forest Fire Centre
(on behalf of the participating Canadian Agencies)

41.3 POLICY FOR AUSTRALIAN SUPPORT

The following Arrangement with Australia constitutes a signed relationship with the following five states only, New South Wales, Western Australia, Victoria, Tasmania and South Australia.

WILDFIRE ARRANGEMENT BETWEEN THE DEPARTMENT OF THE INTERIOR AND THE DEPARTMENT OF AGRICULTURE OF THE UNITED STATES OF AMERICA AND THE AUSTRALIAN PARTICIPATING AGENCIES

The Department of the Interior and the Department of Agriculture of the United States of America, on the one hand, and the Australian Participating Agencies, on the other hand (hereinafter referred to as the "Participants");

CONSIDERING that through an ongoing informal relationship, the Participants have had exchanges on firefighting issues since 1964;

CONSIDERING the authorities given to the United States Secretary of the Interior and Secretary of Agriculture to enter into such arrangements by the Emergency Wildfire Suppression Act as Amended, U.S. Public Law 100-428, 42 USC, Section 1856m;

CONSIDERING that in the summer of 2000, firefighters from Australia provided able assistance to the U.S. during its worst fire season in over 50 years**,** and;

RECOGNIZING that it is desirable and in the public interest to formalize the provision of mutual assistance in fighting fires and to share information about suppression and management of fires**;**

The Participants Have Reached the Following Understandings:

I Purpose

The purpose of this Arrangement is to provide a framework for one Participant to request and receive Wildfire Suppression Resources from the other Participant and to encourage cooperation on other fire management activities.

II Definitions

For the purposes of this Arrangement:

1. **"Australian Participating Agencies"** means the State Governments, Statutory Corporations and other corporate entities of Australia who have signed this Arrangement.

2. **"Receiving Participant"** means the Participant receiving Wildfire Suppression Resources.

3. **"Sending Participant"** means the Participant furnishing Wildfire Suppression Resources.

4. **"Wildfire"** means any forest, range or bush fire.

5. **"Wildfire Suppression Resources"** means personnel, supplies, equipment, and other resources required for pre-suppression and suppression activities.

III Understanding

1. A Participant should immediately consider the request of the other Participant for Wildfire Suppression Resources, and, to the fullest extent practicable, promptly approve such request.
2. The Requesting Participant should reimburse the Sending Participant in accordance with Part IV.

3. A Participant may obtain, as appropriate, the participation of its state, regional, local, private or tribal/aboriginal fire organizations in the implementation of this Arrangement, subject to its national or state laws and regulations.

4. The Receiving Participant may organize, task, and direct the Sending Participant's Wildfire Suppression Resources as necessary to meet the Receiving Participant's fire suppression objectives effectively and efficiently.

5. Activities contemplated under this Arrangement are subject to the availability of funds.

6. The Sending Participant should have the right to withdraw some or all of its Wildfire Suppression Resources as necessary at the Sending Participant's discretion. Notice of intent in this respect should be communicated to the Receiving Participant.

7. The Sending Participant should provide all the safety equipment required to meet its regulations. Should additional equipment be required by the Receiving Participant, the Receiving Participant should supply it at the Receiving Participant's expense.

IV Reimbursement

1. Except for the costs set forth in Part V of this Arrangement, the Sending Participant should be reimbursed by the Receiving Participant for the costs incurred by the Sending Participant in furnishing Wildfire Suppression Resources for, or on behalf of the Receiving Participant. The costs may include the cost of premiums to purchase death and personal injury insurance for the employees of the Sending Participant, as more fully described in the Annual Operating Plan provided for in Part VII of this Arrangement. The specific costs and procedures for reimbursement should be set forth in the Annual Operating Plan, which should be a binding contract.

V Cross-Waiver of Claims and Assumption of Liability

1. In the Annual Operating Plan, the Receiving and Sending Participants should include provisions by which each Participant and each component of that Participant intends to waive its claims against the other Participant and each component of that Participant for compensation for loss, damage, personal injury, or death occurring as a consequence of the performance of activities undertaken pursuant to the Annual Operating Plan.

2. The Annual Operating Plan should contain provisions whereby the Receiving Participant agrees to assume all liability for the tortious acts or omissions of the Sending Participant's personnel sent to provide wildfire assistance to the Receiving Participant.

VI Entry of Personnel and Equipment

1. The Participants intend to work together, with the involved agencies of their respective governments, to process appropriate legal documentation, within the applicable laws and regulations of both countries, and to otherwise facilitate entry to and exit from its territory of all personnel engaged in wildfire suppression pursuant to this Arrangement.

2. Each Participant should undertake all reasonable steps and use its best efforts, within applicable laws and regulations of both countries, to facilitate the admission and exit of all supplies, equipment, aircraft, vehicles, specialized machinery, or other equipment whether owned or contracted, that are used or intended for use in wildfire suppression or transport of wildfire suppression equipment or personnel pursuant to this Arrangement without entry fees and without payment of any duties or taxes imposed by reason of importation.

VII Annual Operating Plan

1. An Annual Operating Plan should be concluded and executed between the Participants as a binding contract.

2. The Annual Operating Plan should:

   (a) identify designated points of contact responsible for fire suppression;
   (b) set forth specific criteria and procedures for approving requests for Wildfire Suppression Resources;
   (c) establish procedures for efficient and timely communication of relevant information between designated points of contact;
   (d) identify the necessary procedures and legal documentation that are to be completed with agencies of the

governments to allow entry into each country of Wildfire Suppression Resources;

(e) specify the conditions, costs and procedures for the reimbursement, as deemed appropriate, of the Sending Participant for the furnishing of Wildfire Suppression Resources;

(f) include terms consistent with Part V, a cross-waiver for compensation for loss, damage, personal injury or death occurring in consequence of the performance of this Arrangement or the Annual Operating Plan;

(g) establish equivalent standards for qualifications, including physical fitness, training and experience;

(h) provide for withdrawal rights of the Sending Participant.

(i) provide for the Receiving Participant to assume all liability for the tortious acts or omissions of the Sending Participant's personnel sent to provide wildfire assistance to the Receiving Participant.

3. The Participants should use their best endeavors to complete a review of the Annual Operating Plan by 15 May in each year. Until the review is completed, the last Annual Operating Plan should continue to apply.

VIII Status of Personnel

1. Except as provided in clause 3 of this part, any service performed in furtherance of this Arrangement by an employee of a Participant should constitute service performed on behalf of that Participant.

2. Except as provided in clause 3 of this part, the performance of a service under this Arrangement by any employee, contractor, subcontractor or agent of one Participant should in no case render such person an employee, contractor, subcontractor or agent of the other Participant.

3. For the purposes of tort liability any employees, contractors, subcontractors or agents of the Sending Participant sent to fight fires in a foreign country under this Arrangement are considered to be employees of the Receiving Participant. The only remedies for acts or omissions committed while fighting fires shall be that provided under the laws of the host country and those remedies shall be exclusive remedies for any claim arising out of fighting fires in a foreign country. Neither the Sending Participant nor any organization associated with the firefighter shall be subject to any tort action pertaining to or arising out of fighting fires.

IX Other Areas of Cooperation

1. This 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 arranged.

X Provisions of Mutual Aid

1. Through this Arrangement, the Participants may provide mutual aid in furnishing Wildfire Suppression Resources for lands and other properties for which the Participants normally provide Wildfire Suppression Resources.

2. This Arrangement outlines potential exchanges of wildfire suppression resources between the Participants. The specific terms of an exchange, some of which are referenced in this Arrangement, should be detailed in the Annual Operating Plan provided for in Part VII of this Arrangement.

XI Dispute Settlement

1. Any differences that arise in the interpretation or application of the provisions of this Arrangement or any Annual Operating Plan concluded pursuant hereto should be resolved by the Participants by means of negotiations and consultations.

XII General Provisions

1. This Arrangement supersedes any previous arrangement or understanding between the parties.

2. Activities under this Arrangement commence upon signature and continue until 15 May 2010. After that date this Arrangement continues from year to year until it is terminated.

3. This Arrangement may only be modified by mutual written consent of the Participants.

4. A Participant or Participating Agency may withdraw from this Arrangement at any time, providing reasonable written notice to the other Participants. Withdrawal from this Arrangement should not affect the implementation by the withdrawing Participant or Participating Agency of any fire suppression initiated prior to the provision of notice of that Participant's or Participating Agency's withdrawal. Withdrawal of a Participant does not terminate this Arrangement as to the remaining Participants.

5. This Arrangement may be terminated with reasonable written notice to the other participants:
   a) upon the withdrawal from this Arrangement of both the Department of the Interior and the Department of Agriculture of the United States of America; or
   b) upon the withdrawal of all of the Australian Participating Agencies, or
   c) with the mutual consent of all the Participants.

6. The termination of this Arrangement should not affect the implementation of any fire suppression initiated prior to such termination.

Signed in Australia and Washington, DC, in two originals, in the English language.

/s/ Gale A. Norton
FOR THE DEPARTMENT OF THE
INTERIOR OF THE
UNITED STATES OF AMERICA

Date: 8/05/02

/s/ Chloe Munro
SECRETARY
DEPARTMENT OF NATURAL
RESOURCES AND ENVIRONMENT
FOR THE STATE OF VICTORIA

Date: 7/08/02

/s/ Ann M. Veneman
FOR THE DEPARTMENT OF
AGRICULTURE OF THE UNITED STATES
OF AMERICA

Date: 8/08/02

/s/ Bob Smith
CHIEF EXECUTIVE
STATE FORESTS OF NEW SOUTH WALES
FOR THE STATE OF NEW SOUTH WALES

Date: 8/15/02

/s/ Kieran McNamara
ACTING EXECUTIVE DIRECTOR
DEPARTMENT OF CONSERVATION AND LAND
MANAGEMENT FOR THE STATE OF WESTERN AUSTRALIA

Date: 8/16/02

/s/ Jim Bacon
PREMIER
FOR THE STATE OF TASMANIA

Date: 9/09/02

/s/ Ian B. Millard
CHIEF EXECUTIVE
SOUTH AUSTRALIAN FORESTRY
CORPORATION FOR THE STATE
OF SOUTH AUSTRALIA

Date: 8/08/02

41.4 AUSTRALIAN SUPPORT OPERATIONAL GUIDELINES

ANNUAL OPERATING PLAN FOR THE WILDFIRE ARRANGEMENT BETWEEN THE DEPARTMENT OF INTERIOR AND THE DEPARTMENT OF AGRICULTURE OF THE UNITED STATES OF AMERICA AND THE AUSTRALIAN PARTICIPATING AGENCIES

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Annual Operating Plan

I. Purpose

This Annual Operating Plan is prepared pursuant to Part VII of the United States and Australia Arrangement signed in 2002 that provides for wildfire suppression assistance and other fire management activities between Australia and the United States.

II. Contract

This Annual Operating Plan constitutes a binding contract between the parties made in consideration of the mutual obligations set out in it. The Department of the Interior and the Department of Agriculture of the United States of America enter into this contract under the Emergency Wildfire Suppression Act as Amended, U.S. Public Law 100-428, 42 USC, Section 1856m.

III. Definitions

For the purpose of this Annual Operating Plan:

> **"Australian Participating Agencies"** means the State Governments, Statutory Corporations and other corporate entities of Australia who have signed this Annual Operating Plan.

"Plan" means this Annual Operating Plan.

"United States" means those agencies of the U.S. Department of Agriculture and the U.S. Department of Interior involved in wildfire suppression activities and responsible for receiving Australian Participating Agencies Wildfire Suppression Resources or sending U.S. Wildfire Suppression Resources to Australia.

"Receiving Participant" means the Participant receiving Wildfire Suppression Resources.

. **"Sending Participant"** means the Participant furnishing Wildfire Suppression Resources.

"Wildfire" means any forest, range or bush fire.

"Wildfire Suppression Resources" means personnel, supplies, equipment, and other resources required for pre-suppression and suppression activities.

IV. General Procedures

A. Requests for Wildfire Assistance

1. Requests for wildfire assistance from the United States will be made by the Chairman of the Forest Fire Management Group (FFMG) to the Manager, National Interagency Coordination Center, (NICC) at the National Interagency Fire Center (NIFC) in Boise, Idaho, USA.

2. Requests for wildfire assistance from the Participating Agencies of Australia will be made by the Manager, at NICC, to the Chairman of the FFMG. Such requests will only occur when all U.S. civilian capabilities for the type of Wildfire Suppression Resources requested have been exhausted.

3. For billing and reimbursement, or other correspondence, the designated official for the United States will be the Manager, NICC, and for Australia, the designated official will be the Chairman of FFMG or his/her delegate.

4. To minimize delays at points of entry for Customs and Immigration clearances, NICC or FFMG will, 24 hours prior to mobilization, supply to customs at the Point of Entry (PoE) all transport and arrival information, in the forms specified, containing but not limited to the following details:

   Personnel: The full name, country of citizenship, date and country of birth, personal identification number (eg., Social Security Number), passport number, home base and departure point.

   Equipment: The item, quantity and serial numbers, carrier and bill of lading number, country of manufacture.

5. Customs Declaration forms will be completed for presentation to customs at the PoE.

B. Personnel

1. Reimbursement for personnel expenditures incurred while performing services under the Plan will be on the following basis:

   (a) The United States sending wildfire suppression resources to Australia:

      (1) All United States salary costs to include overtime and relevant allowances submitted for payment will be reimbursed by the Australian Participating Agency in accordance with salary schedules in existence within the United States.

      (2) The costs of travel, lodging, meals and other expenses normally approved by the United States, will be reimbursed by the Australian Participating Agency when not provided by the Australian Participating Agency.

(3) Travel costs (airline tickets, and local transportation) may be billed separately to the Australian Participating Agency.

(4) Upon the production of receipts the cost of travel, lodging, meals, vehicle rentals, communication equipment, and other approved expenditures shall be reimbursed when the Australian Participating Agency cannot provide these services through their procurement methods. Lodging and meals will be reimbursed at the rate provided for in the United States travel regulations.

(5) Australian Participating Agencies will pay for all immediate medical treatment and any associated costs resulting from an injury incurred in the course of firefighting duties whilst on assignment.

(b) Australian Participating Agencies sending wildfire suppression resources to the United States:

(1) All Australian Participating Agency salary costs including overtime and any other relevant allowances submitted for payment by the Australian Participating Agencies will be reimbursed by the United States in accordance with salary schedules and/or union contracts in existence within the Australian Participating Agencies.

(2) At the time of the request for assistance, the Australian Participating Agencies may be reimbursed at a daily flat rate agreed to by the Australian Participating Agencies and the United States that is established and documented prior to the mobilization of wildfire suppression personnel by the Australian Participating Agencies. The daily rate is in lieu of itemized salary costs, overtime and relevant allowances for wildfire suppression personnel of Australian Participating Agencies.

(3) The costs of travel, lodging, meals and other expenses normally covered by the Australian Participating Agencies, will be reimbursed by the United States when not provided by the United States.

(4) Travel costs (airline tickets, and local transportation) may be billed separately to the United States.

(5) Upon the production of receipts the cost of travel, lodging, meals, vehicle rentals, communication equipment, and other approved expenditures shall be reimbursed when the United States cannot provide these services through their procurement methods. Lodging and meals will be reimbursed at the rate provided for in the Sending Participants travel regulations.

(6) The United States pay for all immediate medical treatment and any associated costs resulting from an injury incurred in the course of firefighting duties whilst on assignment.

2. The Receiving Participant will detail any specialized expertise required for fire suppression or fire management assignments.

3. Prior to mobilization, the Participating Agencies either sending or receiving wildfire suppression resources will agree to equivalent standards, training, fitness levels, and experience required for each position included in a request.

4. The United States National Wildfire Coordinating Group (NWCG) Qualifications Handbook (310-1) will be used as the basis for establishing equivalent qualifications. For any request for a position not included in the NWCG 310-1, the Receiving Participant will send documentation outlining the major requirements of the position requested. **NOTE:** Because of limitations of delegating authorities within the U.S. Government, the positions of Incident and Deputy Incident Commander, Area and Deputy Area Commander will not be filled by

Australian Participating Agencies personnel under this Annual Operating Plan.

5. All Participating Agencies under the Plan assigning wildfire suppression personnel to resource requests will certify that the personnel assigned will meet the requirements of the position ordered.

6. Sending Participant personnel will receive an adequate orientation session from their Participating Agency prior to deployment and another briefing from the Receiving Participant upon arrival. The latter will include a summary of the Receiving Participants operating guidelines. Prior to demobilization, the Receiving Participant will debrief Sending Participant personnel.

7. The Sending Participant will provide all of the safety equipment required to meet its regulations. Should additional equipment be required by the Receiving Participant the equipment will be supplied at the expense of the Receiving Participant.

8. The Sending Participant and the Receiving Participant will provide for adequate liaison for the duration of the assistance. In making a request for wildfire suppression resources, the Receiving Participant will allow for the inclusion of a Team Leader, which the Sending Participant shall provide for the full duration of the period of assistance. The Team Leader supplied by the Sending Participant shall be responsible for:

   (a) Operational liaison and coordination functions as required by the Receiving Participant;

   (b) Health, safety, welfare and commissary needs of Sending Participant's personnel during non- operational periods of the deployment and

   (c) Liaison and public relations coordination functions for the Sending Participant

9. Length of deployment, rest and rotation for personnel shall be identified prior to the commencement of the deployment to the Sending Participant. The Sending Participant shall adhere to rest, rotation, and length of deployment policies of the Receiving Participant (providing they do not conflict with the Sending Participant's policies and procedures in which case the Sending Participant's policies and procedures shall prevail).

10. All Sending Participant personnel shall carry with them two examples of identification (at least one of which must be photographic identification).

11. Any criminal conviction may prohibit mobilization to the Receiving Participant's country. If an individual has been convicted of minor criminal offences, the individual may, at the discretion of the Receiving Participant, be required to undergo an interview process with the Receiving Participant's immigration office to determine whether the individual may be mobilized. All costs associated with the process will be borne by the individual or the Sending Participant. The Receiving Participant retains the right to refuse entry to any individual from the Sending Participant whom the Receiving Participant deems undesirable.

    Nothing in this clause derogates from any powers of the U.S. or Australian customs and immigration authorities to refuse entry by any person to either country under relevant legislation.

12. Prescription drugs must remain in their original labeled container or be accompanied by a prescription.

13. Personal cargo weight for incident deployment shall be a total of 65 lbs. (29.5 kg), which includes a personal or deployment pack of 45 lbs. (20.4 kg) and a line pack of 20 lbs. (9.1 kg). Additional cargo must be identified and approved by the Sending Participant and the Receiving Participant.

C. Equipment and Supplies

1. Equipment provided to the Sending Participant by the Receiving Participant remains the property of the Receiving Participant.

2. Where considered necessary by the Sending Participant, specialized equipment may be accompanied by trained technicians and/or operators to ensure safe and efficient set up and operation of the equipment. All salary costs including overtime, and any other relevant allowances submitted for payment by the Sending Participant will be reimbursed by the Receiving Participant in accordance with salary schedules and/or union contracts in existence within the Sending Participant Agencies.

3. It is recommended that all equipment be registered with the respective Sending Participant's customs authority prior to mobilization.

4. The cost of equipment refurbishing to the Sending Participant's specification is reimbursable by the Receiving Participant unless the Sending Participant agrees that the Receiving Participant will perform the work.

5. All transportation costs of equipment belonging to the Sending Participant will be reimbursed by the Receiving Participant.

D. Recall

The recall of resources from the Receiving Participant shall be made with a minimum of 24 hours notice. Recall will be in accordance with the procedures for requesting resources.

E. Personal Injury, Death, Damage to or Loss of Property, and Insurance Coverage

1. (a) All employees, contractors, sub-contractors or agents of the Sending Participant sent to provide wildfire assistance to the Receiving Participant pursuant to the Plan are, for the purposes of tort liability only, considered to be employees and agents of the Receiving Participant. The only remedies for acts or omissions committed while fighting fires shall be those provided under the laws of the jurisdiction in which assistance is provided to the Receiving Participant and those remedies shall be exclusive remedies for any claim in tort arising out of fighting fires in a foreign country. Neither the Sending Participant nor any personnel sent by it to provide wildfire assistance to the Receiving Participant or any organization associated with such personnel shall be subject to any action in tort pertaining to or arising out of fighting fires.

   (b) The Receiving Participant agrees to assume any and all liability for the tortuous acts or omissions of personnel sent to provide wildfire assistance to the Receiving Participant pursuant to the Plan including liability for all loss and damage suffered by any person as a result of such acts or omissions. Without limiting the generality of the foregoing, the Receiving Participant's assumption of such liability extends to the payment of any damages or other amounts awarded, whether by a court or other person or body, to any person who has suffered or claims to have suffered loss and damage as a result of such acts or omissions, any amount paid or payable to such claimant in settlement of the claim, and all costs incurred in relation to the claim.

   (c) In the event that the Sending Participant or any personnel sent by it to provide wildfire assistance to the Receiving Participant are the subject of any claim by any person arising out of tortuous acts or omissions committed or alleged to have been committed by them in the course of providing such assistance, the Receiving Participant will undertake at its cost the defense of such claim on behalf of the Sending Participant or its personnel, provided always that the Receiving Participant retains the right to compromise or settle any such claim on behalf of the Sending Participant or its personnel as in its sole discretion the Receiving Participant sees fit.

2. Subject to clause 1 of this Part, each Participant waives any claims against the other Participant and of each component of that Participant for compensation for loss, damage,

personal injury, or death occurring as a consequence of the performance of activities undertaken pursuant to the Plan.

3. (a) The U.S. Departments of Interior and Agriculture, self-insure employees of the United States Government while on official work assignments and on official travel status. Therefore, employees of the U.S. Government will not require additional insurance coverage under the Plan for activities conducted on behalf of an Australian Participating Agency.

   (b) Prior to personnel of any Australian Participating Agency being deployed to the United States, Australian Participating Agencies will ensure that appropriate personal injury and death insurance coverage is in place for each of their personnel deployed in response to United States wildfire suppression resources requests. Additional personal injury and death insurance costs necessarily incurred by Australian Participating Agencies by reason of their deployment will be reimbursed by the United States.

F. Billing and payment

Billing procedures for emergency fire suppression assignments are as follows:

1. The billing and payment requests should be submitted directly to the designated official of the Receiving Participant as identified in IV.A.3.
2. Invoices for goods and services will be paid in the Receiving Participant's currency.

3. All interest charges will be forgiven for over-due accounts on Government-to-Government invoices provided payment is made within 6 months of the last date of the billing document being received by the Receiving Participant.

4. Billing will include the following:

   (a) Cover letter with reference to specific resource request information;

   (b) An original itemized invoice.

5. The Sending Participant will include backup documentation summarizing listing of salary, supplies, travel, and equipment with dates, hours, and crew, equipment, or aircraft type. This will not be required for flat rate billing as provided in IV.B.1 (b)(2), except for all travel, supplies and equipment expenses incurred by the Sending Participant.

G. Situation Reporting

The NICC Manager and the FFMG Chairman or his delegate will exchange daily situation reports throughout the period of the deployment of Australian or U.S. Participating Agency personnel. The report should include information on activities undertaken by deployed personnel, fire situations, problems encountered, and achievements. Monitoring and evaluating the changing conditions associated with the emergency will be the responsibility of the Receiving Participant.

H. Review, Amendment and Termination

1. The Plan shall be reviewed annually on or before 15 May by the Participating Agencies and updated and renewed as may be agreed between the Participating Agencies.

2. Any Participating Agency may terminate its participation in the Plan upon the expiration of reasonable notice in writing given to each other Participating Agency, such notice to be not less than three months.

I. Governing Law and Jurisdiction

1. Subject to clause 2 of this part, the Plan shall be governed by the laws of the United States of America.

2. Where wildfire suppression assistance is provided to a Receiving Participant pursuant to the Plan, all matters concerning the interpretation or enforcement of the Plan, and all questions, disputes or claims of whatever nature, arising out of or in relation to the provision of such assistance will be governed by the laws of the jurisdiction in which the Receiving Participant receives such assistance. Each Participant submits to the non-exclusive jurisdiction of courts exercising jurisdiction in that place and waives any right it might have to claim that those courts are an inconvenient forum.

J. Counterparts

The Plan may consist of a number of counterparts each of which when executed shall be an original and all counterparts together shall constitute one and the same instrument.

K. Participating Agencies

FOR AUSTRALIA:

/s/ Chloe Munro
Secretary
Department of Natural Resources and Environment
for the State of Victoria

Date: 8/07/02

/s/ Bob Smith
Chief Executive
State Forests of New South Wales
for the State of New South Wales

Date: 8/15/02

/s/ Jim Bacon
Premier
for the State of Tasmania

Date: 9/09/02

/s/ Kieran McNamara
Acting Executive Director
Department of Conservation and Land Management
for the State of Western Australia

Date: 8/16/02

/s/ Ian B. MiIlard
Chief Executive
South Australian Forestry Corporation
for the State of South Australia

Date: 8/08/02

FOR THE UNITED STATES:

/s/ Alice Forbes
Assistant Director
Wildland Fire Operations
US Forest Service - NIFC

Date: 8/05/02

/s/ Larry Hamilton
Director
Office of Fire and Aviation
Bureau of Land Management - NIFC

Date: 8/05/02

/s/ Sue Vap
Fire Director
National Park Service - NIFC

Date: 8/05/02

/s/ Jim Stires
Fire Director
Bureau of Indian Affairs - NIFC

Date: 8/05/02

/s/ Roger Spaulding
Fire Director
Fish and Wildlife Service - NIFC

Date: 8/05/02

/s/ Victoria E. Majors
Administrative Officer
US Forest Service - NIFC

Date: 8/05/02

/s/ Richard Harter
Contracting Officer
Office of Fire and Aviation
Bureau of Land Management - NIFC

Date: 8/05/02

41.5 POLICY FOR NEW ZEALAND SUPPORT

The following Arrangement with New Zealand constitutes a signed relationship that is inclusive of the entire country. This section also includes copies of the identical operating plans for Australia and New Zealand.

WILDFIRE ARRANGEMENT BETWEEN THE DEPARTMENT OF THE INTERIOR AND THE DEPARTMENT OF AGRICULTURE OF THE UNITED STATES OF AMERICA AND THE NEW ZEALAND PARTICIPATING AGENCIES

The Department of the Interior and the Department of Agriculture of the United States of America, on the one hand, and the New Zealand Participating Agencies, on the other hand (hereinafter referred to as the "Participants");

CONSIDERING that through an ongoing informal relationship, the Participants have had exchanges on firefighting issues since 1964;

CONSIDERING that in the summer of 2000, firefighters from New Zealand provided able assistance to the U.S. during its worst fire season in over 50 years**,** and;

CONSIDERING the authorities given to the United States Secretary of the Interior and Secretary of Agriculture to enter into such arrangements by the Emergency Wildfire Suppression Act as Amended, U.S. Public Law 100-428, 42 USC, Section 1856m;

RECOGNIZING that it is desirable and in the public interest to formalize the provision of mutual assistance in fighting fires and to share information about suppression and management of fires**;**

The Participants Have Reached the Following Understandings:

I Purpose

The purpose of this Arrangement is to provide a framework for one Participant to request and receive Wildfire Suppression Resources from the other Participant and to encourage cooperation on other fire management activities.

II Definitions

For the purposes of this Arrangement:

1. **"New Zealand Participating Agencies"** means the State Governments, Statutory Corporations and other corporate entities of New Zealand who have signed this Arrangement.

2. **"Receiving Participant"** means the Participant receiving Wildfire Suppression Resources.

3. **"Sending Participant"** means the Participant furnishing Wildfire Suppression Resources.

4. **"Wildfire"** means any forest, range or bush fire.

5. **"Wildfire Suppression Resources"** means personnel, supplies, equipment, and other resources required for pre-suppression and suppression activities.

III Understanding

1. A Participant should immediately consider the request of the other Participant for Wildfire Suppression Resources, and, to the fullest extent practicable, promptly approve such request.

2. The Requesting Participant should reimburse the Sending Participant in accordance with Part IV.

3. A Participant may obtain, as appropriate, the participation of its state, regional, local, private or tribal/aboriginal fire organizations in the implementation of this Arrangement, subject to its national or state laws and regulations.

4. The Receiving Participant may organize, task, and direct the Sending Participant's Wildfire Suppression Resources as necessary to meet the Receiving Participant's fire suppression objectives effectively and efficiently.

5. Activities contemplated under this Arrangement are subject to the availability of funds.

6. The Sending Participant should have the right to withdraw some or all of its Wildfire Suppression Resources as necessary at the Sending Participant's discretion. Notice of intent in this respect should be communicated to the Receiving Participant.

7. The Sending Participant should provide all the safety equipment required to meet its regulations. Should additional equipment be required by the Receiving Participant, the Receiving Participant should supply it at the Receiving Participant's expense.

IV Reimbursement

1. Except for the costs set forth in Part V of this Arrangement, the Sending Participant should be reimbursed by the Receiving Participant for the costs incurred by the Sending Participant in furnishing Wildfire Suppression Resources for, or on behalf of the Receiving Participant. The costs may include the cost of premiums to purchase death and personal injury insurance for the employees of the Sending Participant, as more fully described in the Annual Operating Plan provided for in Part VII of this Arrangement. The specific costs and procedures for reimbursement should be set forth in the Annual Operating Plan, which should be a binding contract.

V Cross-Waiver of Claims and Assumption of Liability

1. In the Annual Operating Plan, the Receiving and Sending Participants should include provisions by which each Participant and each component of that Participant intends to waive its claims against the other Participant and each component of that Participant for compensation for loss, damage, personal injury, or death occurring as a consequence of the performance of activities undertaken pursuant to the Annual Operating Plan.

2. The Annual Operating Plan should contain provisions whereby the Receiving Participant agrees to assume all liability for the tortuous acts or omissions of the Sending Participant's personnel sent to provide wildfire assistance to the Receiving Participant.

VI Entry of Personnel and Equipment

1. The Participants intend to work together, with the involved agencies of their respective governments, to process appropriate legal documentation, within the applicable laws and regulations of both countries, and to otherwise facilitate entry to and exit from its territory of all personnel engaged in wildfire suppression pursuant to this Arrangement.

2. Each Participant should undertake all reasonable steps and use its best efforts, within applicable laws and regulations of both countries, to facilitate the admission and exit of all supplies, equipment, aircraft, vehicles, specialized machinery, or other equipment whether owned or contracted, that are used or intended for use in wildfire suppression or transport of wildfire suppression equipment or personnel pursuant to this arrangement without entry fees and without payment of any duties or taxes imposed by reason of importation.

VII Annual Operating Plan

1. An Annual Operating Plan should be concluded and executed between the Participants as a binding contract.

2. The Annual Operating Plan should:

   (a) Identify designated points of contact responsible for fire suppression;
   (b) Set forth specific criteria and procedures for approving requests for Wildfire Suppression Resources;
   (c) Establish procedures for efficient and timely communication of relevant information between designated points of contact;
   (d) Identify the necessary procedures and legal documentation that are to be completed with agencies of the governments to allow entry into each country of Wildfire Suppression Resources;

(e) Specify the conditions, costs and procedures for the reimbursement, as deemed appropriate, of the Sending Participant for the furnishing of Wildfire Suppression Resources;
(f) Include terms consistent with Part V, a cross-waiver for compensation for loss, damage, personal injury or death occurring in consequence of the performance of this Arrangement or the Annual Operating Plan;
(g) Establish equivalent standards for qualifications, including physical fitness, training and experience;
(h) Provide for withdrawal rights of the Sending Participant; and
(i) Provide for the Receiving Participant to assume all liability for the tortuous acts or omissions of the Sending Participant's personnel sent to provide wildfire assistance to the Receiving Participant.

3. The Participants should use their best endeavors to complete a review of the Annual Operating Plan by 15 May in each year. Until the review is completed, the last Annual Operating Plan should continue to apply.

VIII Status of Personnel

1. Except as provided in clause 3 of this part, any service performed in furtherance of this Arrangement by an employee of a Participant should constitute service performed on behalf of that Participant.

2. Except as provided in clause 3 of this part, the performance of a service under this Arrangement by any employee, contractor, subcontractor or agent of one Participant should in no case render such person an employee, contractor, subcontractor or agent of the other Participant.

3. For the purposes of tort liability any employees, contractors, subcontractors or agents of the Sending Participant sent to fight fires in a foreign country under this Arrangement are considered to be employees of the Receiving Participant. The only remedies for acts or omissions committed while fighting fires shall be that provided under the laws of the host country and those remedies shall be exclusive remedies for any claim arising out of fighting fires in a foreign country. Neither the Sending Participant nor any organization associated with the firefighter shall be subject to any tort action pertaining to or arising out of fighting fires.

IX Other Areas of Cooperation

1. This 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 arranged.

X Provisions of Mutual Aid

1. Through this Arrangement, the Participants may provide mutual aid in furnishing Wildfire Suppression Resources for lands and other properties for which the Participants normally provide Wildfire Suppression Resources.

2. This Arrangement outlines potential exchanges of wildfire suppression resources between the Participants. The specific terms of an exchange, some of which are referenced in this Arrangement, should be detailed in the Annual Operating Plan provided for in Part VII of this Arrangement.

XI Dispute Settlement

1. Any differences that arise in the interpretation or application of the provisions of this Arrangement or any Annual Operating Plan concluded pursuant hereto should be resolved by the Participants by means of negotiations and consultations.

XII General Provisions

1. This Arrangement supersedes any previous arrangement or understanding between the parties.

2. Activities under this Arrangement commence upon signature and continue until 15 May 2010. After that date, this Arrangement continues from year to year until it is terminated.

3. This Arrangement may only be modified by mutual written consent of the Participants.

4. A Participant or Participating Agency may withdraw from this Arrangement at any time, providing reasonable written notice to the other Participants. Withdrawal from this Arrangement should not affect the implementation by the withdrawing Participant or Participating Agency of any fire suppression initiated prior to the provision of notice of that Participant's or Participating Agency's withdrawal. Withdrawal of a Participant does not terminate this Arrangement as to the remaining Participants.

5. This Arrangement may be terminated with reasonable written notice to the other participants:
   a) Upon the withdrawal from this Arrangement of both the Department of the Interior and the Department of Agriculture of the United States of America; or
   b) Upon the withdrawal of all of the New Zealand Participating Agencies, or
   c) With the mutual consent of all the Participants.

6. The termination of this Arrangement should not affect the implementation of any fire suppression initiated prior to such termination.

/s/ Gale A. Norton
FOR THE DEPARTMENT OF THE INTERIOR
OF THE UNITED STATES OF AMERICA

Date: 8/05/02

/s/ SIGNATURE UNKNOWN
NATIONAL RURAL FIRE AUTHORITY
FOR THE COMMONWEALTH
OF NEW ZEALAND

Date: 8/20/02

/s/ Ann M. Veneman
FOR THE DEPARTMENT OF
AGRICULTURE OF THE UNITED STATES
OF AMERICA

Date: 8/08/02

41.6 NEW ZEALAND SUPPORT OPERATIONAL GUIDELINES

ANNUAL OPERATING PLAN FOR THE WILDFIRE ARRANGEMENT BETWEEN THE DEPARTMENT OF INTERIOR AND THE DEPARTMENT OF AGRICULTURE OF THE UNITED STATES OF AMERICA AND THE NEW ZEALAND PARTICIPATING AGENCIES

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Annual Operating Plan

I. Purpose

This Annual Operating Plan is prepared pursuant to Part VII of the United States and New Zealand Arrangement signed in 2002 that provides for wildfire suppression assistance and other fire management activities between New Zealand and the United States.

II. Contract

This Annual Operating Plan constitutes a binding contract between the parties made in consideration of the mutual obligations set out in it. The Department of the Interior and the Department of Agriculture of the United States of America enter into this contract under the Emergency Wildfire Suppression Act as Amended, U.S. Public Law 100-428, 42 USC, Section 1856m.

III. Definitions

For the purpose of this Annual Operating Plan:

"New Zealand Participating Agencies" means the State Governments, Statutory Corporations and other corporate entities of New Zealand who have signed this Annual Operating Plan.

"Plan" means this Annual Operating Plan.

"United States" means those agencies of the U.S. Department of Agriculture and the U.S. Department of Interior involved in wildfire suppression activities and responsible for receiving New Zealand Participating Agencies Wildfire Suppression Resources or sending U.S. Wildfire Suppression Resources to New Zealand.

"Receiving Participant" means the Participant receiving Wildfire Suppression Resources.

. **"Sending Participant"** means the Participant furnishing Wildfire Suppression Resources.

"Wildfire" means any forest, range or bush fire.

"Wildfire Suppression Resources" means personnel, supplies, equipment, and other resources required for pre-suppression and suppression activities.

IV. General Procedures

A . Requests for Wildfire Assistance

1. Requests for wildfire assistance from the United States will be made by the Chairman of the Forest Fire Management Group (FFMG) to the Manager, National Interagency Coordination Center, (NICC) at the National Interagency Fire Center (NIFC) in Boise, Idaho, USA.

2. Requests for wildfire assistance from the Participating Agencies of New Zealand will be made by the Manager, at NICC, to the Chairman of the FFMG. Such requests will only occur when all U.S. civilian capabilities for the type of Wildfire Suppression Resources requested have been exhausted.

3. For billing and reimbursement, or other correspondence, the designated official for the United States will be the Manager, NICC, and for New Zealand, the designated official will be the Chairman of FFMG or his/her delegate.

4. To minimize delays at points of entry for Customs and Immigration clearances, NICC or FFMG will, 24 hours prior to mobilization, supply to customs at the Point of Entry (PoE) all transport and arrival information, in the forms specified, containing but not limited to the following details:

   Personnel: The full name, country of citizenship, date and country of birth, personal identification number (e.g. Social Security Number), passport number, home base and departure point.

   Equipment: The item, quantity and serial numbers, carrier and bill of lading number, country of manufacture.

5. Customs Declaration forms will be completed for presentation to customs at the PoE.

B. Personnel

1. Reimbursement for personnel expenditures incurred while performing services under the Plan will be on the following basis:

   (a) The United States sending wildfire suppression resources to New Zealand:

   (1) All United States salary costs to include overtime and relevant allowances submitted for payment will be reimbursed by the New Zealand Participating Agency in accordance with salary schedules in existence within the United States.

   (2) The costs of travel, lodging, meals and other expenses normally approved by the United States, will be reimbursed by the New Zealand Participating Agency when not provided by the New Zealand Participating Agency.

   (3) Travel costs (airline tickets, and local transportation) may be billed separately

to the New Zealand Participating Agency.

(4) Upon the production of receipts the cost of travel, lodging, meals, vehicle rentals, communication equipment, and other approved expenditures shall be reimbursed when the New Zealand Participating Agency cannot provide these services through their procurement methods. Lodging and meals will be reimbursed at the rate provided for in the United States travel regulations.

(5) New Zealand Participating Agencies will pay for all immediate medical treatment and any associated costs resulting from an injury incurred in the course of firefighting duties whilst on assignment.

(b) New Zealand Participating Agencies sending wildfire suppression resources to the United States:

(1) All New Zealand Participating Agency salary costs including overtime and any other relevant allowances submitted for payment by the New Zealand Participating Agencies will be reimbursed by the United States in accordance with salary schedules and/or union Zealand Participating Agencies.

(2) At the time of the request for assistance, the New Zealand Participating Agencies may be reimbursed at a daily flat rate agreed to by the New Zealand Participating Agencies and the United States that is established and documented prior to the mobilization of wildfire suppression personnel by the New Zealand Participating Agencies. The daily rate is in lieu of itemized salary costs, overtime and relevant allowances for wildfire suppression personnel of New Zealand Participating Agencies.

(3) The costs of travel, lodging, meals and other expenses normally covered by the New Zealand Participating Agencies, will be reimbursed by the United States when not provided by the United States.

(4) Travel costs (airline tickets, and local transportation) may be billed separately to the United States.

(5) Upon the production of receipts the cost of travel, lodging, meals, vehicle rentals, communication equipment, and other approved expenditures shall be reimbursed when the United States cannot provide these services through their procurement methods. Lodging and meals will be reimbursed at the rate provided for in the Sending Participants travel regulations.

(6) The United States pay for all immediate medical treatment and any associated costs resulting from an injury incurred in the course of firefighting duties whilst on assignment.

2. The Receiving Participant will detail any specialized expertise required for fire suppression or fire management assignments.

3. Prior to mobilization, the Participating Agencies either sending or receiving wildfire suppression resources will agree to equivalent standards, training, fitness levels, and experience required for each position included in a request.

4. The United States National Wildfire Coordinating Group (NWCG) Qualifications Handbook (310-1) will be used as the basis for establishing equivalent qualifications. For any request for a position not included in the NWCG 310-1, the Receiving Participant will send documentation outlining the major requirements of the position requested. **NOTE:** Because of limitations of delegating authorities within the U.S. Government, the positions of Incident and Deputy Incident Commander, Area and Deputy Area Commander will not be filled by New Zealand Participating Agencies personnel under this Annual Operating Plan.

5. All Participating Agencies under the Plan assigning wildfire suppression personnel to resource

requests will certify that the personnel assigned will meet the requirements of the position ordered.

6. Sending Participant personnel will receive an adequate orientation session from their Participating Agency prior to deployment and another briefing from the Receiving Participant upon arrival. The latter will include a summary of the Receiving Participants operating guidelines. Prior to demobilization, the Receiving Participant will debrief Sending Participant personnel.

7. The Sending Participant will provide all of the safety equipment required to meet its regulations. Should additional equipment be required by the Receiving Participant the equipment will be supplied at the expense of the Receiving Participant.

8. The Sending Participant and the Receiving Participant will provide for adequate liaison for the duration of the assistance. In making a request for wildfire suppression resources, the Receiving Participant will allow for the inclusion of a Team Leader, which the Sending Participant shall provide for the full duration of the period of assistance. The Team Leader supplied by the Sending Participant shall be responsible for:

   (a) Operational liaison and coordination functions as required by the Receiving Participant;

   (b) Health, safety, welfare and commissary needs of Sending Participant's personnel during non-operational periods of the deployment and

   (c) Liaison and public relations coordination functions for the Sending Participant

9. Length of deployment, rest and rotation for personnel shall be identified prior to the commencement of the deployment to the Sending Participant. The Sending Participant shall adhere to rest, rotation, and length of deployment policies of the Receiving Participant (providing they do not conflict with the Sending Participant's policies and procedures in which case the Sending Participant's policies and procedures shall prevail).

10. All Sending Participant personnel shall carry with them two examples of identification (at least one of which must be photographic identification).

11. Any criminal conviction may prohibit mobilization to the Receiving Participant's country. If an individual has been convicted of minor criminal offences, the individual may, at the discretion of the Receiving Participant, be required to undergo an interview process with the Receiving Participant's immigration office to determine whether the individual may be mobilized. All costs associated with the process will be borne by the individual or the Sending Participant. The Receiving Participant retains the right to refuse entry to any individual from the Sending Participant whom the Receiving Participant deems undesirable.

    Nothing in this clause derogates from any powers of the U.S. or New Zealand customs and immigration authorities to refuse entry by any person to either country under relevant legislation.

12. Prescription drugs must remain in their original labeled container or be accompanied by a prescription.

13. Personal cargo weight for incident deployment shall be a total of 65 lbs. (29.5 kg), which includes a personal or deployment pack of 45 lbs. (20.4 kg) and a line pack of 20 lbs. (9.1 kg). Additional cargo must be identified and approved by the Sending Participant and the Receiving Participant.

C. Equipment and Supplies

1. Equipment provided to the Sending Participant by the Receiving Participant remains the property of the Receiving Participant.

2. Where considered necessary by the Sending Participant, specialized equipment may be accompanied by trained technicians and/or operators to ensure safe and efficient set up and operation of the equipment. All salary costs including overtime, and any other relevant allowances submitted for payment by the Sending Participant will be reimbursed by the Receiving Participant in accordance with salary schedules and/or union contracts in existence within the Sending Participant Agencies.

3. It is recommended that all equipment be registered with the respective Sending Participant's customs authority prior to mobilization.

4. The cost of equipment refurbishing to the Sending Participant's specification is reimbursable by the Receiving Participant unless the Sending Participant agrees that the Receiving Participant will perform the work.

5. All transportation costs of equipment belonging to the Sending Participant will be reimbursed by the Receiving Participant.

D. Recall

The recall of resources from the Receiving Participant shall be made with a minimum of 24 hours notice. Recall will be in accordance with the procedures for requesting resources.

E. Personal Injury, Death, Damage to or Loss of Property, and Insurance Coverage

1. (a) All employees, contractors, sub-contractors or agents of the Sending Participant sent to provide wildfire assistance to the Receiving Participant pursuant to the Plan are, for the purposes of tort liability only, considered to be employees and agents of the Receiving Participant. The only remedies for acts or omissions committed while fighting fires shall be those provided under the laws of the jurisdiction in which assistance is provided to the Receiving Participant and those remedies shall be exclusive remedies for any claim in tort arising out of fighting fires in a foreign country. Neither the Sending Participant nor any personnel sent by it to provide wildfire assistance to the Receiving Participant or any organization associated with such personnel shall be subject to any action in tort pertaining to or arising out of fighting fires.

   (b) The Receiving Participant agrees to assume any and all liability for the tortuous acts or omissions of personnel sent to provide wildfire assistance to the Receiving Participant pursuant to the Plan including liability for all loss and damage suffered by any person as a result of such acts or omissions. Without limiting the generality of the foregoing, the Receiving Participant's assumption of such liability extends to the payment of any damages or other amounts awarded, whether by a court or other person or body, to any person who has suffered or claims to have suffered loss and damage as a result of such acts or omissions, any amount paid or payable to such claimant in settlement of the claim, and all costs incurred in relation to the claim.

   (c) In the event that the Sending Participant or any personnel sent by it to provide wildfire assistance to the Receiving Participant are the subject of any claim by any person arising out of tortuous acts or omissions committed or alleged to have been committed by them in the course of providing such assistance, the Receiving Participant will undertake at its cost the defense of such claim on behalf of the Sending Participant or its personnel, provided always that the Receiving Participant retains the right to compromise or settle any such claim on behalf of the Sending Participant or its personnel as in its sole discretion the Receiving Participant sees fit.

2. Subject to clause 1 of this Part, each Participant waives any claims against the other Participant and of each component of that Participant for compensation for loss, damage, personal injury, or death occurring as a consequence of the performance of activities undertaken pursuant to the Plan.

3. (a) The U.S. Departments of Interior and Agriculture, self-insure employees of the United

States Government while on official work assignments and on official travel status. Therefore, employees of the U.S. Government will not require additional insurance coverage under the Plan for activities conducted on behalf of a New Zealand Participating Agency.

(b) Prior to personnel of any New Zealand Participating Agency being deployed to the United States, New Zealand Participating Agencies will ensure that appropriate personal injury and death insurance coverage is in place for each of their personnel deployed in response to United States wildfire suppression resources requests. Additional personal injury and death insurance costs necessarily incurred by New Zealand Participating Agencies by reason of their deployment will be reimbursed by the United States.

F. Billing and payment

Billing procedures for emergency fire suppression assignments are as follows:

1. The billing and payment requests should be submitted directly to the designated official of the Receiving Participant as identified in IV.A.3.

2. Invoices for goods and services will be paid in the Receiving Participant's currency.

3. All interest charges will be forgiven for over-due accounts on Government-to-Government invoices provided payment is made within 6 months of the last date of the billing document being received by the Receiving Participant.

4. Billing will include the following:
   (a) Cover letter with reference to specific resource request information;
   (b) An original itemized invoice.

5. The Sending Participant will include backup documentation summarizing listing of salary, supplies, travel, and equipment with dates, hours, and crew, equipment, or aircraft type. This will not be required for flat rate billing as provided in IV.B.1(b)(2), except for all travel, supplies and equipment expenses incurred by the Sending Participant.

G. Situation Reporting

The NICC Manager and the FFMG Chairman or his delegate will exchange daily situation reports throughout the period of the deployment of New Zealand or U.S. Participating Agency personnel. The report should include information on activities undertaken by deployed personnel, fire situations, problems encountered, and achievements. Monitoring and evaluating the changing conditions associated with the emergency will be the responsibility of the Receiving Participant.

H. Review, Amendment and Termination

1. The Plan shall be reviewed annually on or before 15 May by the Participating Agencies and updated and renewed as may be agreed between the Participating Agencies.

2. Any Participating Agency may terminate its participation in the Plan upon the expiration of reasonable notice in writing given to each other Participating Agency, such notice to be not less than three months.

I. Governing Law and Jurisdiction

1. Subject to clause 2 of this part, the Plan shall be governed by the laws of the United States of America.

2. Where wildfire suppression assistance is provided to a Receiving Participant pursuant to the Plan, all matters concerning the interpretation or enforcement of the Plan, and all questions, disputes or claims of whatever nature, arising out of or in relation to the provision of such assistance will be governed by the laws of the jurisdiction in which the Receiving Participant

receives such assistance. Each Participant submits to the non-exclusive jurisdiction of courts exercising jurisdiction in that place and waives any right it might have to claim that those courts are an inconvenient forum.

J. Counterparts

The Plan may consist of a number of counterparts each of which when executed shall be an original and all counterparts together shall constitute one and the same instrument.

Participating Agencies

FOR NEW ZEALAND:

/s/ Murray Dudfield
National Rural Fire Officer
for the Commonwealth of New Zealand

Date: 8/06/02

FOR THE UNITED STATES:

/s/ Alice Forbes
Assistant Director
Wildland Fire Operations
US Forest Service - NIFC

Date: 8/05/02

/s/ Larry Hamilton
Director
Office of Fire and Aviation
Bureau of Land Management - NIFC

Date: 8/05/02

/s/ Sue Vap
Fire Director
National Park Service - NIFC

Date: 8/05/02

/s/ Jim Stires
Fire Director
Bureau of Indian Affairs - NIFC

Date: 8/05/02

/s/ Roger Spaulding
Fire Director
Fish and Wildlife Service - NIFC

Date: 8/05/02

/s/ Victoria E. Majors
Administrative Officer
US Forest Service - NIFC

Date: 8/05/02

/s/ Richard Harter
Contracting Officer
Office of Fire and Aviation
Bureau of Land Management - NIFC

Date: 8/05/02

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41.7 MEXICO AGREEMENT

WILDFIRE PROTECTION AGREEMENT BETWEEN THE DEPARTMENT OF AGRICULTURE AND THE DEPARTMENT OF THE INTERIOR OF THE UNITED STATES OF AMERICA AND THE SECRETARIAT OF ENVIRONMENT, NATURAL RESOURCES, AND FISHERIES OF THE UNITED MEXICAN STATES FOR THE COMMON BORDER

The Department of Agriculture and the Department of the Interior of the United States of America, on the one hand, and the Secretariat of Environment, Natural Resources, and Fisheries of the United Mexican States, on the other hand (hereinafter referred to as the Parties);

CONSIDERING that many of the land areas along the approximately 3,200 kilometer (2,000 miles) United States-Mexico border are located such that wildfires in one country may become a threat to the resources of the other country; and

RECOGNIZING that it is desirable and in the public interest to provide for coordinated action between both countries to facilitate effective use of wildfire protection resources to suppress wildfires on both sides of the border;

HEREBY AGREE AS FOLLOWS:

ARTICLE I
Purpose

The purpose of this Agreement is to enable wildfire protection resources originating in the territory of one country to cross the United States-Mexico border in order to suppress wildfires on the other side of the border within the zone of mutual assistance in appropriate circumstances.

The purpose of this Agreement is further to give authority for Parties to cooperate on other fire management activities outside the zone of mutual assistance.

ARTICLE II
Definitions

For the purpose of this Agreement:

1. "Wildfire" means a fire that occurs in a "wildland" area, such as a range or forest, in which development is essentially non-existent except for roads, railroads, power lines, and similar transportation facilities, and structures, which if these exist, are widely scattered and are used primarily for recreation or agricultural purposes.

2. "Wildfire protection resources" means personnel, supplies, equipment, aircraft, vehicles, vessels, radios and specialized machinery or other resources, whether owned or contracted, that are intended for wildfire suppression or the transport of wildfire suppression equipment or personnel.

3. "Zone of mutual assistance" means the area of up to 16 kilometers (10 miles) on each side of the United States-Mexico border.

4. "Receiving Party" means the Party receiving wildfire protection resources.

4. "Sending Party" means the party furnishing wildfire protection resources.

ARTICLE III
Obligations

1. Each Party shall immediately consider the request of the other Party, whether a Receiving Party or a Sending Party, for cross-border movement of wildfire protection resources within the zone of mutual assistance, and, to the fullest extent practicable, promptly approve such request.

2. The Parties shall ensure that annual operating plans are generated in accordance with Article VII.

3. Each Party may obtain, as appropriate, the participation of its state, regional, local, private or tribal fire organizations in the implementation of this Agreement, subject to its national laws and regulations.

ARTICLE IV
Reimbursement

Each Party shall assume all of its costs and expenses of furnishing wildland fire protection resources, including costs for lost or damaged wildfire protection resources, according to the performance of this Agreement, unless otherwise agreed by the Parties.

ARTICLE V
Cross-Waiver of Claims

1. Each Party hereby waives its claims against the other Party for compensation for loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.

2. Each Party shall, by contract or otherwise, extend the cross-waiver of liability set forth in paragraph 1 above to any contractors or subcontractors or agents or any state, regional, local, private or tribal fire organizations it may designate or assign to perform activities under this Agreement.

3. The cross-waiver of liability set forth in paragraph 1 above shall not apply to:

(a) Claims between a Party and its agencies, employees, contractors, subcontractors or agents;

(b) Claims arising from willful misconduct; and

(c) Claims arising from criminal conduct.

ARTICLE VI
Entry of Personnel and Equipment

The Parties are committed to work together, with the involved agencies of their respective governments, to process appropriate legal documentation, within the applicable laws and regulations of both countries, and to otherwise facilitate entry to and exit from its territory of all personnel engaged in wildfire protection pursuant to this Agreement. Also, each Party shall undertake all reasonable steps and use its best efforts, within applicable laws and regulations of both countries, to facilitate the admission of all supplies, equipment, aircraft, vehicles, specialized machinery, or other equipment whether owned or contracted, that are used or intended for use in wildfire suppression or transport of wildfire suppression equipment or personnel pursuant to this Agreement without entry fees and without payment of any duties or taxes imposed by reason of importation.

ARTICLE VII
Annual Operating Plans

1. Annual Operating Plans shall be concluded and executed between the Parties.

2. Each Annual Operating Plan shall:

(a) Identify designated points of contact responsible for fire suppression within the applicable subregion within the zone of mutual assistance;

(b) Set forth specific criteria for approving requests for wildfire protection resources;

(c) Develop plans for mobilization of wildfire protection resources on each side of the United States-Mexico border;

(d) Establish procedures for efficient and timely communication of relevant information between designated points of contact;

(e) Provide for complete and timely reporting and recordkeeping of all wildfire suppression incidents occurring in the subregion within the zone of mutual assistance;

(f) Identify the necessary procedures and legal documentation, which are to be completed, with agencies of the governments, for the expeditious cross-border movement of wildfire protection resources;

(g) Specify the conditions and procedures for the reimbursement, as deemed appropriate, of the Sending Party for the furnishing of wildfire protection resources; and

(h) Include terms consistent with Article V, a cross-waiver for compensation for loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement.

3. The Parties may recommend the development of operating plans for other fire management activities outside the zone of mutual assistance, subject to the approval of their respective governments.

4. The Parties shall maintain on file copies of all Annual Operating Plans.

ARTICLE VIII
Status of Personnel

1. Any service performed in furtherance of this Agreement by an employee of a Party shall constitute service performed on behalf of that Party.

2. The performance of a service under this Agreement by any employee, contractor, subcontractor or agent of one Party shall in no case render such person an employee, contractor, subcontractor or agent of the other Party.

ARTICLE IX
Legal Considerations and Relationship to other Agreements

1. Activities under this Agreement shall be subject to the applicable laws, regulations, and policies of each Party and subject to the availability of funds.

2. This Agreement is without prejudice to rights and obligations of the Parties under existing bilateral and multilateral agreements.

ARTICLE X
Dispute Settlement

Any differences that arise in the interpretation or application of the provisions of this Agreement or any Annual Operating Plan negotiated pursuant hereto, shall be resolved by the Parties by means of negotiations and consultations.

ARTICLE XI
Final Provisions

1. This Agreement shall enter into force upon signature by the Parties and shall remain in force for five years.

2. This Agreement may only be amended or extended by mutual, written agreement of the Parties, and such agreement shall specify the date upon which such amendments shall take effect.

3. This Agreement may be terminated at any time by either Party upon six months written notice to the other Party.

4. The termination of this Agreement shall not affect the implementation of any fire suppression effort being carried out under this Agreement at the time when it was in force.

Signed in Mexico City, this fourth day of June, 1999, in three originals, in the English and Spanish languages, all texts being equally authentic.

FOR THE UNITED STATES
DEPARTMENT OF INTERIOR

/s/ Bruce Babbitt
Secretary

FOR THE SECRETARIATE OF ENVIRONMENT, NATURAL RESOURCES AND FISHERIES OF THE UNITED MEXICAN STATES

/s/ Julia Carabias Lillo
Secretary

FOR THE UNITED STATES
DEPARTMENT OF AGRICULTURE

/s/ Anne Kennedy
Deputy Under Secretary for Environment
and Natural Resources

Article XI is amended such that the Agreement is extended for an additional ten years, and said extension shall take effect on June 4, 2004. All other amendments shall take effect immediately.

Approving signatures by respective agencies and an Amendment to this Agreement is located on the next page.

AMENDMENT TO THE WILDFIRE PROTECTION AGREEMENT BETWEEN THE DEPARTMENT OF THE INTERIOR AND THE DEPARTMENT OF AGRICULTURE OF THE UNITED STATES OF AMERICA AND THE SECRETARIAT OF ENVIRONMENT, NATURAL RESOURCES, AND FISHERIES OF THE UNITED MEXICAN STATES FOR THE COMMON BORDER

Pursuant to its Article XI, the Wildfire Protection Agreement between the Department of the Interior and the Department of Agriculture of the United States of America and the Secretariat of Environment, Natural Resources, and Fisheries of the United Mexican States for the Common Border, signed in Mexico City on June 4, 1999, is hereby amended in the following manner:

The title of the Agreement is amended to be The Wildfire Protection Agreement between the Department of the Interior and the Department of Agriculture of the United States of America and the Secretariat of Environment and Natural Resources and the National Forestry Commission of the United Mexican States for the Common Border.

The Preamble is amended such that the "Parties" to the agreement are the Department of the Interior and the Department of Agriculture of the United States of America and the Secretariat of Environment and Natural Resources and the National Forestry Commission of the United Mexican States.

Article XI is amended such that the Agreement is extended for an additional ten years, and said extension shall take effect on June 4, 2004. All other amendments shall take effect immediately.

DONE at Washington, this twelfth day of November 2003, in the English and Spanish languages, both texts being equally authentic.

For the United States
Department of the Interior

/s/ Gale S. Norton

For the Secretariat of Environment and Natural Resources
of the United Mexican States

/s/ Alberto Cardenas

For the United States
Department of Agriculture
Forest Service

/s/ James R. Moseley

For the National Forestry
Commission of the United Mexican States

/s/ Manuel Reed Segovia

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41.8 MEXICO SUPPORT OPERATIONAL GUIDELINES

NATIONAL GUIDELINES FOR LOCALOPERATING PLANS FOR THE WIDLFIRE AGREEMENT BETWEEN THE DEPARTMENT OF THE INTERIOR AND THE DEPARTMENT OF AGRICULTURE OF THE UNITED STATES OF AMERICA AND THE SECRETARIAT OF ENVIRONMENT AND NATURAL RESOURCES OF THE UNITED MEXICAN STATES FOR THE COMMON BORDER

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I. PURPOSE

These National Guidelines for Operating Plans provide a template for preparing annual local operating plans per Article VII, of the *Wildfire Protection Agreement between the Department of the Interior, Department of Agriculture of the United States of America and the Secretariat of Environment, Natural Resources, and Fisheries (SEMARNAP) of the United Mexican States for the Common Border* (hereafter referred to as the Agreement).

The primary intent of this Agreement is to provide cross-border fire suppression support for wildfires in one country that may become a threat to the resources of the other country.

NOTE: Since the original signing of this Agreement in 1999, SEMARNAP has become the Secretariat for Environment and Natural Resources (SEMARNAT). Fisheries is now a part of another secretariat within the Mexican Government. The implementing organization under SEMARNAT, for this Agreement, will be the National Forestry Commission of Mexico (CONAFOR).

These National Guidelines for Local Operating Plans are designed to insure U.S. agencies responsible for wildfire management along the U.S. / Mexican border and within the zone of mutual assistance (the area up to10 miles or 16 kilometers either side of the international border) annually define procedures which describe the operational relationships with Mexican agencies responsible for wildfire management within the zone of mutual assistance.

These guidelines are not intended to address other fire management activities which may be undertaken by U.S. agencies under Article I, paragraph 2 or identified in Article VII paragraph 3 of the Agreement.

II. AUTHORITY

The Agreement was concluded by an exchange of signatures on June 4, 1999, and by the exchange of signatures amending this Agreement on November 12, 2003. These National Guidelines for Local Operating Plans are prepared in accordance with Article VII of the Agreement.

III. GENERAL BACKGROUND

Local Operating Plans (LOPs) should first and foremost be based on procedures that insure safe operations for all firefighters and the public.

LOPs will be prepared, pursuant to Article VI of the Agreement, in consultation with the local office of the Department of Homeland Security's Customs and Border Protection.

LOPs will be reviewed and approved by the Southwest Area Coordination Center, the Southern Area Coordination Center, and the Southern California Area Coordination Center as appropriate. These three Geographic Area Coordination Centers will in turn incorporate these LOPs into their Geographical Area Mobilization Guides.

Upon completion of the LOPs, the Geographical Area Coordination Centers will share their plans with the appropriate Mexican officials. The National Interagency Coordination Center (NICC) will share all the LOPs with the CONAFOR national office.

A. Requests Inside the Zone of Mutual Assistance

Requests to cross into the Zone of Mutual Assistance within Mexico to suppress wildfires identified to be a threat to U.S. resources will be channeled to the appropriate authorized Mexican official for approval per LOPs. The request to enter Mexico will be communicated to CONAFOR through the procedures outlined above.

Requests for assistance from CONAFOR for fires that CONAFOR has identified as potential threats to U.S. resources will follow similar procedures as outlined above.

Requests from Mexico for assistance within the Zone of Mutual Assistance for fires which are *not* a threat to U.S. resources will be forwarded to authorized officials within the local zone or Geographic Area Coordination Center for a determination of the action to be taken on the request.

When there is competition for fire fighting resources between wildfires within a zone or its Geographic Area, and for fire fighting resources within the Zone of Mutual Assistance inside Mexico, the Geographic Area Multi-Agency Coordinating Group will establish priorities.

When there is competition for fire fighting resources between Geographic Areas and for fires within the Zone of Mutual Assistance, the National Multi-Agency Coordination Group (National MAC Group) at the National Interagency Fire Center (NIFC) will establish geographic priorities.

The standard criteria to be used in establishing priorities for any of the above circumstances are:

- Imminent threats to human life

- Threats to U.S. property and resource values
- Social/political and economic concerns

The following questions will help guide the Geographical Area and the National MAC Group's decisions:

- Is the wildfire an immediate threat to lives within the Zone of Mutual Assistance?

- Is the wildfire an immediate threat to U.S. property and/or resources?

- Will the cross border mobilization adversely affect the agencies ability to respond to a domestic incident/emergency?

- Will the wildfire assignment involve significant health and safety threats to U.S. personnel?

- Will large numbers of firefighting resources be requested for a long duration assignment?

B. Requests Outside the Zone of Mutual Assistance

Requests from CONAFOR or a designated authority within Mexico, for the commitment of U.S. wildfire suppression resources *outside* the zone of mutual assistance will be forwarded from the local zone dispatch receiving the request through the Geographical Area Coordinating Center (GACC) to the Manager of the National Interagency Coordination Center (NICC). The NICC Manager will notify the National MAC Group and the Forest Service's Disaster Assistance Support Program (DASP) of the request. DASP will notify the U.S. Agency for International Development's Office of Foreign Disaster Assistance (OFDA). OFDA will coordinate the request with the U.S. Embassy in Mexico City. The U.S. Embassy will work directly with the Mexican Government to determine if the use of U.S. wildfire suppression resources is warranted. If the U.S. Embassy authorizes consideration of the request, the National MAC Group will decide if there is sufficient fire fighting resources to meet the U.S. requirements as well as the Mexican request, using normal prioritization criteria as when there is competition for resources between geographic areas and within the Zone of Mutual Assistance inside Mexico.

U.S. requirements for assistance from Mexico outside of the Zone of Mutual Assistance will be forwarded to the NICC Manager at the National Interagency Fire Center. The NICC Manager will work with the National MAC Group to decide if such a request will be approved. If approved, the NICC Manager will coordinate the request for assistance through CONAFOR's national office.

C. Use of Non-Signatory Agency Personnel

The Agreement, for which these local operating plans are written, is between SEMARNAT/CONAFOR, a federal agency within Mexico, and the Departments of Agriculture and Interior. This Agreement is subject to federal laws and regulations and therefore State, local, or private wildfire suppression resources may not be used to implement this Agreement. This is due to the fact that master agreements between States and the Forest Service's State and Private Forestry Office, are not valid for fighting fire outside the U.S. (see Agreement Article III. 2.)

IV SPECIFIC ELEMENTS OF LOCAL OPERATING PLANS

A. Designated Points of Contact

LOPs will include appropriate points of contact along that portion of the Zone of Mutual Assistance that borders Mexico. Those points of contact should include but are not limited to:

- U.S. Customs and Border Protection

- Equivalent Government of Mexico offices along the border

- CONAFOR offices within Mexico

- State, municipal, non-federal offices or involved agencies within Mexico

B. Request Criteria

LOPs will identify the specific criteria and procedures for receiving, evaluating, and approving requests for wildfire protection resources and for requesting resources from Mexico. These criteria and procedures must be consistent with *III. A and B.* of these guidelines.

LOPs will identify what briefing material and which agencies will develop and be prepared to present adequate briefing sessions prior to deployment of personnel to fires within the Zone of Mutual Assistance in Mexico. LOPs will also identify a debriefing process prior to demobilization of personnel.

LOPs will define how U.S. agencies assigning personnel to fires within the Zone of Mutual Assistance will certify that the personnel assigned to meet the requirements of the positions they are filling.

LOPs will state that all U.S. wildfire suppression personnel assigned to fires in Mexico within the Zone of Mutual Assistance will wear and carry standard fireline/aircraft personal protective equipment as directed by U.S. fireline safety standards and regulations.

C. Mobilization

LOPs will include mobilization procedures and timeframes for sending and receiving resources. The procedures will include the necessary requirements and legal documentation which must be completed by agencies of both governments in order to expedite cross-border movement of people, equipment, supplies, and aircraft.

D. Communications

LOPs will include communications procedures for air to air and air to ground, and ground to ground for all agencies and resources involved in supporting cross border activities. These procedures will involve but not be limited to the offices and agencies listed in IV. A.

E. Reporting and Record Keeping

Any cross border deployment of resources within the Zone of Mutual Assistance must be reported as an incident using the normal reporting formats and procedures. The chief of party for the deployed resources should submit information equivalent to an ICS-209 to the dispatching office. The Zone Office will then submit the information through the normal coordination system reporting channels. Local zone dispatches will also exchange this information with CONAFOR or authorized counterparts in Mexico during periods of resource exchanges.

After incident actions are complete, local zone dispatches will exchange fire reports with the appropriate CONAFOR or authorized office for actions taken within the Zone of Mutual Assistance.

F. Reimbursement

Unless otherwise identified in LOPs, the conditions and procedures for reimbursement will follow Article IV of the Agreement.

G. Cross Waiver of Claims

LOPs must have cross waiver terms consistent with Article V of the Agreement

V. Administrative Procedures

LOPs should be reviewed yearly and updated as needed. LOPs should be on file at the local/zone coordination center and the Geographic Area Coordination Center.

The signatories for the LOPs should be those Federal agencies of the Department of the Interior and the Department of Agriculture with direct wildfire management authority or support responsibilities along that portion of the border covered by the operating plans.

VI. Special Considerations for the Use of Aircraft

LOPs will include procedures stating that aircraft under contract to the U.S. Forest Service and/or Office of Aircraft Services assigned to fires in the Zone of Mutual Assistance will respond under the following guidelines:

- All aircraft operations will be conducted under appropriate Forest Service and/or Office of Aircraft Service (OAS) or agency contract regulations.

- Air tankers will operate under the supervision of a qualified Air Suppression Module 1 and/or Air Tactical Group Supervisor.

- All aircraft sent to fires within the Mexican Zone of Mutual Assistance will meet the CONAFOR specifications for standards and pilot qualifications, and at the discretion of CONAFOR, will be inspected prior to being deployed into Mexico.

- Suppression aircraft may include restricted category aircraft. At the time of dispatch, permission must be received from CONAFOR prior to airspace entry.

- All U.S. contract or agency aircraft will operate from facilities within the U.S. Landings (other than emergencies and to pick up and drop off U.S. sending agency personnel) are not authorized within the Zone of Mutual Assistance.

- All aircraft will follow normal U.S. Customs re-entry procedures.

- Only air tankers identified by U.S. Forest Service Office of Fire and Aviation and approved by CONAFOR will be allowed to support fires within the Zone of Mutual Assistance.

- For requests from Mexico for the use of aviation resources outside the Zone of Mutual Assistance, the same procedures as outlined in Section III. B. of these National Guidelines for Local Operating Plans will be used.

- Aircraft investigation procedures will be coordinated with the appropriate Mexican agencies involved at the time of the incident/accident.

VII. Authorization and Amendments

The authorizing officials for these National Guidelines for Local Operating Plans are the members of the National Multi-Agency Coordinating Group through their signatures in the National Interagency Mobilization Guide. These guidelines may be amended at any time with the concurrence of participating agencies. CONAFOR and NIFC will be responsible for providing each other the names of the U.S. and Mexican authorizing officials by January 15 each year.

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42 INTERAGENCY AGREEMENTS

42.1

MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF DEFENSE AND THE DEPARTMENT OF AGRICULTURE AND THE INTERIOR

I. PURPOSE

This Memorandum of Understanding establishes general guidelines concerning the furnishing of assistance by Department of Defense (DOD) components at the request of Boise Interagency Fire Center (BIFC) (A Federal interagency fire coordination center under control of the Departments of Agriculture and the Interior) in forest and grassland fire emergencies occurring within the continental United States (48 contiguous states).

II. RESPONSIBILITIES

A. This Memorandum of Understanding does not supersede or modify the existing mutual aid agreement procedures between individual military installations and States. The Forest Service (FS), Department of Agriculture, has statutory responsibility for protection of the National Forests from damage by wildfire and for cooperation with the States in the protection of forest and watershed lands from fire. FS at BIFC will provide national coordination and logistical support for interregional fire control action.

B. Agencies of the Department of the Interior [Bureau of Land Management (BLM), National Park Service (NPS), Bureau of Indian Affairs (BIA), and U.S. Fish and Wildlife Service (FWS)] have statutory responsibility for the protection of land under their respective administration from damage by wildfire. The Bureau of Land Management (BLM) at BIFC provides logistical support to the initial attack capabilities of its Districts including coordination of fire control efforts in the twelve; Alaska, Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Wyoming, Washington; Western States. BLM at BIFC also provides logistical support in fire control to the National Park Service, Bureau of Indian Affairs, and U.S. Fish and Wildlife Service.

C. When military assistance is furnished to BIFC in fire emergencies, such assistance will be deemed to have been furnished pursuant to section 601 of the Economy Act of 1932, as amended (31 U.S.C. 686).

D. The BIFC is responsible for providing national coordination and logistical support for Federal interagency fire control actions.

1. BIFC is staffed by Federal interagency personnel whose facilities are collectively combined to carry out their parent Department's fire responsibilities and who collaborate and cooperate in the solution of fire problems of mutual concern.

2. BIFC will act as liaison between Federal and, when requested, State agencies as regards their requirements for military assistance in suppressing forest or grassland fires.

3. BIFC shall establish and maintain contact with each CONUS Army headquarters to develop local procedures and to maintain information on military capabilities for emergency assistance.

E. As outlined in DOD Directive 3025.1, the Secretary of the Army has been designated DOD Executive Agent for military support in disasters within the 50 States, the District of Columbia, Commonwealth of Puerto Rico, U.S. possessions and territories, or any political subdivision thereof. The Secretary enters into this Memorandum of Understanding on behalf of the Department of the Army, Navy, Air Force, and DOD agencies, referred to hereafter as DOD Components, which may be requested to provide disaster assistance to Federal agencies and States through the BIFC.

F. The Federal Disaster Assistance Administration (FDAA), Department of Housing and Urban

Development, is responsible for coordination all Federal disaster assistance provided under the authority of the Disaster Relief Act of 1974 (PL 93-288) and Executive Order 11795, 11 July 1974, (hereinafter referred to as the Act).

III. POLICY

It is the policy of the DOD to provide emergency assistance to Federal agencies in the form of personnel, equipment, supplies, or fire protection services in cases where a forest or grassland fire emergency is beyond the capabilities of the resources available. There are two situations in which the DOD, consistent with Defense priorities, will provide such assistance:

A. At the Request of the BIFC - When, in the determination of the BIFC, military assistance is required and justified in order to suppress wildfire. This includes requests for assistance for fires on Federal property as well as fires on State or private lands. Requests will include a statement to the effect that all available or suitable civilian resources have been committed and that requested support is not in competition with private enterprise.

B. Pursuant to the Act - When a forest or grassland fire on State or private land is declared a major disaster or a determination for emergency assistance is made by the President and the required military support is requested by the Federal Coordinating Officer (FCO) or FDAA Regional Director. The Act is not normally invoked for incidents or related incidents occurring on Federal property.

IV. OPERATIONAL PROCEDURES AND FUNDING

A. The procedures set forth below will be followed when assistance is rendered under circumstances other than the Act.

1. All requests for forest or grassland fire assistance from Federal and State agencies should be submitted through the BIFC. BIFC will then submit the requests to the commander of the appropriate CONUS Army. However, when a fire emergency is so serious that adherence to normal request channels would significantly endanger life or result in great loss of property, Federal or State agencies may make requests for assistance directly to the commander of the nearest military installation. As soon as the situation permits, the BIFC will be notified and normal procedures established by the requesting agency.

2. Upon receipt of a request for assistance from the BIFC the CONUS Army Commander will provide the required support from either Army assets or from other DOD component assets, as required. Normal DOD disaster relief procedures will be followed and every effort will be made to expedite the provision of the requested support.

3. The Departments of Agriculture (FS) and the Interior (BLM, NPS, BIA, and FWS) will promptly reimburse the DOD for all costs incurred in furnishing the requested assistance as are in addition to the normal operating expenses of the personnel, equipment and resources involved without requirements of audit (see 31 U.S.C. 686 (a)0. Such costs will include additional personal services of military and civilian employees, travel and per diem expenses for military and civilian personnel, and other expenses to include transportation of supplies, materials, and equipment furnished and not returned or damaged beyond economical repair; and costs of repairing or reconditioning non-consumable items returned.

4. Each request submitted by BIFC will carry an appropriate identifying number (Fire Order Number), which will be utilized by the CONUS Army furnishing the assistance to maintain an accurate record of all expenses incurred in fulfilling that request. Billings attributable to each fire order will be submitted on Standard Form 1080, Voucher for Transfer Between Appropriation and/or Funds.

5. Billings by DOD components for the cost of assistance furnished will be forwarded by the CONUS Army to BIFC for distribution to the agency responsible for reimbursement. Primary responsibility for reimbursement rests with the Departments of Agriculture and the Interior. Payments, however, will be made directly to the appropriate CONUS Army, with a copy of the payment voucher or other suitable document being furnished to BIFC to indicate that payment has been made.

6. Charges for personal services, materials, and/or equipment furnished will be governed by applicable DOD directives and implementing regulations.

7. Charges will be made for costs incurred in withdrawing materials and equipment from and returning them to, depot stock. Damages to equipment will be charged on the basis of costs of repairing or reconditioning the equipment and placing it in as good a condition as when loaned. The DOD components concerned will furnish all needed repair material and perform all necessary repair and maintenance work. Charges for equipment destroyed will be on the basis of current replacement costs for an item in a condition similar to that immediately prior to destruction (30 Comptroller General 295 and Comptroller General B146588, 8/29/61).

8. In the event that the actual costs of furnishing requested assistance significantly differ from the standard costs or rates of charge specified in appropriate directives described in IV.A.6., above, it is mutually agreed that appropriate adjustments of charges will be made on the basis of actual costs. It is further agreed that where the extent of assistance provided requires an increase in the overall operation costs of the military agency involved, reimbursement will also cover these relevant increases in costs. Due consideration shall be given to the unusual costs involved in the expeditious transport of personnel, supplies, and equipment necessitated by emergency conditions (e.g., airlift, airdrop, ship-to-shore, float-in operations, etc.) and claims for the costs of such emergency operations shall be deemed valid and to constitute proper claims for reimbursement.

9. All charges for services or materials as specified above will be accumulated against appropriate reimbursable orders and cross-referenced to each Fire Order issued by BIFC. In the interest of convenience and economy, if the total accumulated charges for any single incident covered by one or more Fire Orders does not exceed $100, billing by the respective DOD components concerned will be waived.

B. The procedures set forth below will be followed when assistance is rendered pursuant to Public Law 93-288.

1. When requesting assistance in connection with fire emergencies for support to State or private lands which have been declared "major disasters" or emergencies, the State Officials will submit their requests to the FDAA Regional Director/Federal Coordination Officer.

2. The FDAA Regional Director/Federal Coordination Officer should request military assistance from the appropriate CONUS Army commander in accordance with existing procedures.

3. Military assistance will be provided in accordance with the policies and procedures established in DOD Directive 3025.1 and other appropriate directives.

4. Reimbursement to DOD for personnel, supplies, and services furnished will be made by FDAA pursuant to the provisions of Public Law 93-288 and the Code of Federal Regulations, Title 24, Chapter 13, Part 2205. This memorandum rescinds June 1971 Memorandum of Understanding between the Department of Defense and the Department of Agriculture.

V. SUPPLEMENTAL AGREEMENT

Subordinate components of the DOD are authorized to enter into supplemental agreements with BIFC to implement provisions of this agreement. All such agreements will be documented on DD Forms 1144; and where such agreements involve recurring support, the participating DOD components will process such forms to the retail inter-service support data bank in accordance with the applicable provisions of DOD Directive 4000.19-M.

VI. RESOLUTION OF DISAGREEMENTS

When disputes or unique situations produce stalemates, DOD components and the BIFC will promptly submit jointly-signed statements of disagreement to the DOD Executive Agent for resolution.

VII. EFFECTIVE DATE

This memorandum is effective as of the date it is signed below and shall remain in effect until specifically rescinded; however, the provisions hereof relative to operational procedures and funding and financial procedures shall be reviewed biennially be designated representatives of the respective signatories to determine

whether the agreements contained herein should be continued, modified, or terminated.

APPROVED FOR U.S. DEPARTMENT OF AGRICULTURE

/s/ Earl L. Butz Date 1/10/75

APPROVED FOR U.S. DEPARTMENT OF THE INTERIOR

/s/ Stanley K. Hathaway Date 6/26/75

APPROVED FOR DEPARTMENT OF DEFENSE

/s/ Howard H. Calloway Date 4/25/75

42.2

MEMORANDUM OF UNDERSTANDING BETWEEN DEPARTMENT OF THE ARMY/DOD EXECUTIVE AGENT AND BOISE INTERAGENCY FIRE CENTER

I. PURPOSE

This Memorandum of Understanding (MOU) established guidelines to be employed for the utilization of Department of Defense (DOD) helicopter assets and crew selection in support of the Boise Interagency Fire Center (BIFC) in its role of providing national coordination and logistical support for Federal interagency fire control actions. It is an interim document to be utilized until the procedures established are incorporated as appendices to revisions of the existing MOU between signatories.

II. RESPONSIBILITIES

A. The relationship of DOD and BIFC during fire emergencies is described in an MOU between DOD and the Department of Agriculture (DOA) and the Department of the Interior (DOI), Appendix B to AR 500-60. The Secretary of the Army, in his role as the DOD Executive Agent, will provide emergency assistance through Commander in Chief, Forces Command (CINCFOR); Commander in Chief, Atlantic Command (USCINCLANT); and Commander in Chief, Pacific Command (USCINCPAC); as the Operating Agents, to suppress wildfire within their respective Areas of Operation.

B. This memorandum is a product of joint operational experience by FORSCOM aviation assets working with the DOA Forest Service (USFS) National Aviation Office and the DOI Office of Aircraft Services (OAS) on 1988 and 1989 forest fires and is to be used as a guide in the request, provision, and utilization of DOD helicopter assets.

III. OPERATIONAL PROCEDURES

A. BIFC will submit all requests for helicopter support to the proper CONUS Army commander IAW existing operational procedures. For the purpose of this MOU the terms Interagency, Agency, BIFC, DOA, USFS, and DOI are analogous.

1. Mission type requests will be utilized by BIFC to solicit military helicopter support. Specific mission requirements (number of passengers, cargo volume and weight, number of sorties, distances, operating altitudes, and the anticipated number of operational helicopters desired) are requested.

2. Upon receipt and analysis of the aviation task/mission, CINCFOR will task organize the aviation support package to meet the Interagency requirement contingent upon availability of resources.

3. Military pilots assigned to the aviation support task force will have a minimum of 500 hours of Pilot (P) time logged on appropriate Service's Individual Flight Records Certificates to be designated as a Pilot-In-Command (PIC) for interagency support missions. Crew selection for aviation support to the DOD task force will be at the discretion of the aviation task force command or Defense Coordinating Officer (DCO).

B. Interagency Special Use Aviation Missions. Flight crews assigned to perform a Special Use Mission will meet military/Service standards for that specific mission. A flight crew member who has experience in a mountainous, high density, fire flying environment is desirable on Special Use Missions. The following are defined as Interagency Special Use Missions:

1. High altitude/mountain flying operations.

2. Pinnacle and ridge line operations.

3. External sling load operations.

4. External water bucket operations.

5. Low level reconnaissance/observation/spotting.

C. Military/Service standards for transportation of passengers, carrying of internal cargo, and transportation of external cargo (sling load) operations will be accepted as meeting mission requirements for interagency use.

1. Military units that have water bucket training as a Special Mission Task for their pilots and who have pilots trained, qualified, and current for water bucket operations at the altitudes/environment of the fires are sanctioned as meeting mission requirements for Interagency support.

2. Should the DOD Aviation Task Force commander require additional water bucket capability; those military assets that do not have water bucket training as an existing Special Mission Task may have their Instructor Pilot (IP) trained by an Interagency Instructor Pilot. After certification, current IPs will train and qualify military pilots to Interagency standards for water bucket operations. Specialized aircraft and crews will not be required to obtain water bucket qualification.

D. The aviation task force/unit commander or his designated representative will review all aspects of assigned missions/tasks to include crew selection, safety considerations, landing zone selection, etc. Based upon this review, the specific mission will be accepted, delayed or declined as appropriate. Safety will not be compromised.

E. An Interagency Helicopter Manager will be available to each cargo helicopter flight crew and will be physically present in the aircraft, as required, to provide liaison between the agency and the military operator.

IV. SAFETY

A. Units participating in aviation missions will ensure that operations are conducted in a safe manner in accordance with common sense, interagency guidance, unit SOPs, and the appropriate Service Aircrew Training Manual. Aviation support of fire fighting operations is not to be considered an emergency or combat related scenario; it is an operational, peacetime requirement. Flight safety standards will be emphasized to all crew members and will not be compromised.

B. In the event of an incident or accident, the agency will assist the military in securing the site. The appropriate Service will conduct the formal accident investigation. Appropriate agencies will provide expertise to assist and provide liaison to the military investigation team as required.

V. INDEMNIFICATION

DOD support to BIFC is Federal support between governmental agencies. Agencies of the Federal Government are self insured. Insurance issues applicable to Interagency civilian aviation crews do not apply to the military. The aviation task force commander certifies that all DOD aviation crew members are properly trained, qualified, and current in the mission tasks being performed by the DOD.

VI. RESOLUTION OF DISAGREEMENTS

When disputed or unique situations produce stalemates, the aviation task force commander and agency aviation manager, or their agents, on site will attempt to resolve the issue. Unresolved issues will be IAW the existing MOU, Para II, A. above.

VII. EFFECTIVE DATE

This memorandum is effective as of the date signed and will remain in effect until specifically amended, rescinded, or incorporated in other documents.

VIII. SUMMARY

This Memorandum of Understanding (MOU) established guidelines to be employed for the utilization of

Department of Defense (DOD) helicopter assets and crew selection in support of the Boise Interagency Fire Center (BIFC) in its role of providing national coordination and logistical support for Federal interagency fire control actions. Original signed documents are on file at DOA, DOI and DA.

APPROVED FOR THE DEPARTMENT OF AGRICULTURE FOREST SERVICE:

/s/ Fred A. Fuchs Date: 9/07/90
ASSISTANT DIRECTOR
FIRE AND AVIATION MANAGEMENT

APPROVED FOR THE DEPARTMENT OF THE INTERIOR:

/s/ Robert L. Peterson Date: 9/13/90
DIRECTOR, OFFICE OF AIRCRAFT SERVICES

APPROVED FOR THE DEPARTMENT OF DEFENSE EXECUTIVE AGENT:

/s/ Susan Livingstone Date: 8/08/90
ASSISTANT SECRETARY OF THE ARMY
(INSTALLATIONS, LOGISTICS AND ENVIRONMENT)

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42.3

INTERGENCY AGREEMENT FOR FIRE MANAGEMENT
Between the
BUREAU OF LAND MANAGEMENT
BUREAU OF INDIAN AFFAIRS
NATIONAL PARK SERVICE
U.S. FISH AND WILDLIFE SERVICE
of the
UNITED STATES DEPARTMENT OF THE INTERIOR
and the
FOREST SERVICE
of the
UNITED STATES DEPARTMENT OF AGRICULTURE

BLM AGREEMENT#: 1422RAI03-0001
BIA AGREEMENT#: AG 2002-K097
NPS AGREEMENT#: F0001-03-0011
FWS AGREEMENT#: 93252-3-H-001
FS AGREEMENT#: 02-IA-11132543-21

I. INTRODUCTION.

Fire management in the nation's wildlands is an on-going concern to the American public and to the land management bureaus of the Department of the Interior and the Department of Agriculture, Forest Service, hereafter "agencies." Considerable progress has been made in fire management planning, fire use, and fire suppression by all agencies and continued progress can be achieved by concerted cooperation and coordination among the agencies. Because fire recognizes no boundaries, programs must lead to more productive cooperation and efficient operations among these agencies.

II. AUTHORITY.

A Protection Act of 1922 (16 U.S.C. § 594).

B. Reciprocal Fire Protection Act of May 27, 1955 (69 Stat. 66; 42 U.S.C. § 1856a).

C. Economy Act of June 30, 1932 (47 Stat. 417; 31 U.S.C. § 1535), as amended.

D. Federal Land Policy and Management Act of 1976 (43 U.S.C. § 1702).

E. National Park Service Organic Act of August 1916 (16 U.S.C. § 1).

F. National Wildlife Refuge Administrations Act of June 27, 1998 (16 U.S.C. § 668dd).

G. Disaster Relief Act of 1974 (42 U.S.C. § 1521).

H. National Indian Forest Resources Management Act of 1990 (25 U.S.C. § 3101).

I. Cooperative Forestry Assistance Act of 1978 (P.L. 95-313, 92 Stat, 365 as amended; 16 U.S.C.§ 2101 (note), 2101-2103, 2103a, 2103b, 2104-2105).

III. OBJECTIVE.

A. To provide a basis for cooperation among the agencies on all aspects of wildland fire management and as authorized in non-fire emergencies.

B. To facilitate the exchange of personnel, equipment (including aircraft), supplies, services, and funds

among the agencies.

IV. PROGRAM COVERAGE.

The agencies agree to cooperate in the full spectrum of wildland fire management activities, and in non-fire emergencies as authorized, to achieve land management goals. Cooperative efforts shall be provided for at the national, geographical, and local levels to facilitate efficient use of personnel, supplies, equipment, training, public education, aviation services, and other resources. Activities may include, but are not limited to:

A. Prevention of human-caused wildland fires;

B. Training of personnel to agreed common standards;

C. Preparedness for wildland fire suppression;

D. Suppression of wildland fires;

E. Emergency stabilization and rehabilitation of areas burned by wildland fires, and may include Burned Area Emergency Rehabilitation (BAER) work;

F. Development and exchange of technology and databases;

G. Development and distribution of cost information;

H. Fuels management, including prescribed fires;

I. Identification and establishment of interagency fire management resources;

J. Development of annual local, geographical, and national operating plans;

K. Fire research, administrative/management studies, and technology development;

L. Interagency Joint Fire Science/Research and Management projects; and

M. Rural fire assistance.

V. STATEMENT OF WORK.

A. Agencies will develop mutually beneficial fire management plans, including activities previously identified in Section IV.

B. Agencies will develop cooperative arrangements to cover administrative and jurisdictional responsibilities that will provide for:

1. Use of closest-forces and total mobility concepts for wildland fire suppression, including personnel, equipment, and supplies;

2. Development and use of fire equipment and supply caches compatible with total interagency requirements by local, geographical, and national needs;

3. Training to mutually agreeable common standards and curricula;

4. Mutually acceptable performance qualifications and standards for all fire management positions;

5. Mutual assistance for managing wildland fires that are managed for resource benefits; and

6. Mutual assistance for conducting hazardous fuels reduction, wildland urban interface

treatments, and ecosystem restoration and maintenance using prescribed fire.

C. Agency representative shall coordinate and exchange fire management plans, to include information on available personnel, equipment, and supplies as necessary.

D. Agencies will mutually monitor fire suppression equipment and supplies to assure that proper distribution and quantities are on hand to meet the potential needs.

E. Unless otherwise provided for, an agency is expected to take prompt initial action, with or without request, on wildland fires within zones of mutual interest. Where one agency takes initial action in the protective unit of the other, the initial acting agency shall continue to fight the fire until relieved by an officer of the designated management agency.

F. When wildland fires burn on, or threaten, lands of more than one agency, joint planning will be conducted by local officials of the representative agencies to suppress the wildland fire.

VI. BILLING/PAYMENT PROCEDURES.

A. Billing procedures for fire management activities are as follows:

1. Emergency Fire Suppression – Agencies shall not bill for services rendered to the signatory agencies of this Agreement, except by mutual agreement when an agency has exhausted all other provisions and resources for internally funding suppression activities.

2 Severity – Agencies shall not bill for services rendered pursuant to a Severity Request for wildland fire resources made by signatory agencies to this Agreement. "Severity Request" is defined as authority to access suppression funds on a case-by-case basis, in addition to preparedness funds, to mitigate losses when abnormal fire conditions occur.

3. Fire Management Projects – Agencies may choose to bill one another by mutual agreement once they have exhausted all other provisions for internally funding mutual assists, as provided in A.7, below. (See activities listed in Section IV, Program Coverage).

4. Fire Preparedness – Agencies may choose to bill one another by mutual agreement for fire program management and readiness activities paid with wildland fire preparedness funds.

5. Mobilization of State Fire Suppression Resources – The Forest Service will pay costs for Interstate assistance incurred by the State providing resources. Intrastate assistance will be paid by the receiving Forest Service/Interior agency as provided by local Federal agency/State Agreements.

6. Emergency Stabilization and Rehabilitation – Agencies shall not bill for fire rehabilitation planning services rendered by the signatory agencies of this Agreement. Agencies may choose to bill one another by mutual agreement for fire rehabilitation implementation.

7. The Interior agencies have agreed to not reimburse one another for services rendered to one another under the budget Activity codes for "Hazard Fuels Reduction Operations" and "Wildland Urban Interface" except as follows below in paragraphs a. and b.

a. Each Interior agency will retain reserve funds for these activities at the national, state or regional levels that will be used to establish interagency assist accounts. Local field units can charge these assist accounts when they render assistance to neighboring agencies. If an agency exhausts its reserve funds for interagency assistance, projected deficiencies will be covered through interagency funding transfers, following normal departmental protocols.

b. The Interior agencies agree to use their assist accounts to provide project assistance to the Forest Service. The Forest Service agrees to establish comparable reserve funds at the regional or National Forest level that can be used to assist Interior agencies with Hazard Fuels Reduction and Wildland Urban Interface projects. Interior agencies and the Forest Service may seek reimbursement from each other once reserve funds have been exhausted and there is no opportunity to use reciprocal services to

achieve performance targets.

B. Billing and collection procedures will follow the Intra-governmental Payment and Collection (IPAC) system process.

C. Each agency shall, upon request, forward specific costs information for billings.

D. Indirect administrative surcharges will not be assessed by any signatory agency for preparedness activities performed for another agency.

E. Indirect administrative fees of signatory agencies for Fire Research and Development and Joint Fire Science Program administrative activities cannot exceed 15 percent for an agency's internal activities and 10 percent for pass-through activities. Fees in excess of these limits must be justified and have mutual agreement by the affected parties that are signatory to this Agreement.

VII. GENERAL PROVISIONS.

A. Each agency shall make direct settlement from its own funds for all liabilities it incurs under this Agreement.

B. Parties to this Agreement are not obligated to make expenditures of funds under terms of this Agreement unless such funds are appropriated for the purpose by the Congress of the United States, or are otherwise legitimately available under the annual Appropriations Acts. If some extraordinary emergency or unusual circumstance arises that could not be anticipated and that could involve expenditures in excess of available funds for the protection of life or property, the affected agency or agencies shall immediately seek supplemental appropriations or permission for reprogramming to meet their respective shares of such emergency obligations.

C. This Agreement will take effect on the date of the last signature. The Agreement shall remain in effect until September 30, 2008. Any signatory agency may terminate its participation in this Agreement by written notice to all other signatories provided that such notice shall be given between the dates of October 1 of any year and February 1 of the following year. The termination will become effective immediately upon the date of notice. Full credit shall be allowed for each party's expense and all non-cancelable obligations properly incurred up to the effective date of termination. In such case, this Agreement will remain in force and effect with respect to the remaining signatory agencies.

D. Amendments and modifications to this Agreement may be initialed by any signatory agency. The amendments and modifications shall not take effect until documented and signed by all signatory agencies. The Bureau of Land Management is designated as the agency responsible for all administrative oversight of amendments and modifications to this Agreement.

E. Financial obligations, as warranted, under this Agreement, to accomplish activities under Section IV, must be approved for each agency by the responsible officers at the appropriate level operating within their authority, and funding will be obligated by task orders under this Agreement, except under IV.D, which will be accomplished through Resource Orders when required.

F. The *Reciprocal Fire Protection Act* specifically authorized the execution of agreements between agencies of the United States, and other agencies and instrumentalities for mutual aid in fire protection and other fire management purposes. An Economy Act Determination to support reimbursement is not required in these instances. The Economy Act applies when more specific authority does not exist, as stated in the *Federal Acquisition Regulations* (FAR) § 17.500(b).

VIII. TASK ORDERS.

A. Specific projects to be funded and performed under this Agreement shall be identified in separate task orders developed among the agencies involved in each project. Task orders will contain the following minimum information:

1. Detailed description of services to be performed or supplies to be delivered;

2. Description of the deliverables;

3. Time period for completion;

4. Target cost/price;

5. Identify responsible project officials for each agency;

6. Payment procedures will follow the Intra-governmental Payment and Collection (IPAC) system process, which includes identification of codes, advance payments or reimbursement; and

7. Task Orders must be signed by authorized personnel with authority to obligate and commit
funds for each agency.

B. Task Orders may be prepared in any format acceptable to the agencies involved in each project.

IX. WAIVER

Each party to this agreement does hereby expressly waive all claims against the other party for compensation for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement.

X. DURATION; SUPERSEDES PRIOR AGREEMENT

This Agreement is effective on the last date of execution and will remain in effect until September 30, 2008. This Agreement supersedes "The Interagency Agreement between the Bureau of Land Management, Bureau of Indian Affairs, National Park Service, U.S. Fish and Wildlife Service, of the United States Department of Interior, and the United States Forest Service of the Department of Agriculture" effective February 20, 1997, and all amendments and modifications thereto.

/s/ J. M. Hughes for
Kathleen Clarke, Director
Bureau of Land Management
Date: 9/11/02

/s/ Richard A. Harter
Suprv. Contract Officer
Bureau of Land Management, NIFC
Date: 10/01/02

/s/ Dale N. Bosworth
Chief
Forest Service
Date: 9/23/02

/s/ Terrance Virden
Deputy Commissioner
Bureau of Indian Affairs
Date: 9/24/02

/s/ Steve Williams
Director
Fish and Wildlife Service
Date: 10/01/02

/s/ Fran P. Mainella
Director
National Park Service
Date: 9/30/02

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42.4

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES DEPARTMENT OF THE AGRICULTURE
FOREST SERVICE
AND THE
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
BUREAU OF INDIAN AFFAIRS
NATIONAL PARK SERVICE
FISH AND WILDLIFE SERVICE
BUREAU OF RECLAMATION

1. Background and Policy. Pursuant to the Memorandum of Agreement (Master Agreement) signed by the Secretaries of Agriculture and Interior (the Secretaries), dated February 27, 1990, and Titles 16 USC 1a-6, 43 USC 1733, 16 USC 7421(b), 25 USC Chapter 30, section 2804 and 16 USC 559d(4), 559d and 559g, it has been determined by all parties that the cross-designation of law enforcement officers will increase protection of the natural and cultural resources on public lands administered by the Secretaries, and is mutually beneficial, economical, and advantageous to the public interest. Accordingly, this Memorandum of Understanding (MOU) will service as the implementation document as directed by the Master Agreement. The Secretaries have determined that is cases where a specific need for law enforcement assistance and investigative support has been identified or where a law enforcement emergency or a violation in progress exists, it shall be mutually beneficial, economical, and advantageous to the public interest to cross designate law enforcement officials within both Departments. In such instances, the procedures set out in this MOU shall apply for the cross-designation of authority between agencies.

2. Cross-designation Defined. Cross-designation of law enforcement personnel means the vesting in a law enforcement office of one agency the full extent of law enforcement authority of another agency.

3. Scope of Law Enforcement Authority. This Memorandum of Understanding shall authorize the cross-designation of law enforcement authority of the signatory agencies. Cross-designation of law enforcement officers under this MOU may take place across the range of, but may not exceed, each agency's law enforcement responsibilities. Nothing in this MOU is intended to expand, limit or in any way restrict the law enforcement authorities or any agency. Officers so designated shall have the law enforcement authority of the agency charged with administering the lands or territory for which the designation is made and shall be subject to all applicable limitations on that authority. This authority shall last until he/she is released from the detail. Requests for cross-designation shall be consistent with the requesting agency's internal procedures and subject to the following:

4. Procedures.

A. Investigative Support and Law Enforcement Assistance

(1) Except as provided in paragraphs 2 and 3 below, requests for cross-designation for investigative support and law enforcement assistance will be made by the manager-in-charge of the requesting unit to the manager-in-charge of the responding unit; e.g., Forest Supervisor to Park Superintendent, or Area Director to Regional Forester. This authority may be delegated by the manager-in-charge.

(2) The request may be oral, and arrangements for determining reimbursement for expenses of the responding unit shall be agreed to in advance, on a case-by-case basis, by the agencies involved. An oral request will, in all cases, be followed by a written request and shall include arrangements for reimbursement of expenses under the Economy Act, 31 USC 1535.

(3) No investigation, surveillance, or covert activity will be conducted independently by one agency on the lands administered by another agency without the concurrence of the manager-in-charge of the land in question, except when directed by a representative of the U.S. Attorney General or when authorized by statute.

(4) Each agency may support another in conducting criminal, civil and administrative investigations, as requested. The investigations may be pursuant to laws or regulations pertaining only to the requesting agency. When deemed necessary by the participating agencies, credentials may be issued to officers of other agencies which are party to this Agreement.

(5) The agencies may loan and share communications equipment, frequencies and other law enforcement equipment if such sharing is mutually determined to be necessary to effect efficient law enforcement operations and to ensure officer safety.

(6) To the extent allowed by law, the agencies may cooperate in the establishment and operation of an interagency communications center. The extent of agency participation and the operating procedures of the center will be determined and set forth in a specific agreement.

B. Law Enforcement Emergencies

Any Law Enforcement Officer/Agent of a signatory agency may respond to an emergency request for assistance from another signatory agency and shall have the law enforcement authority of the requesting agency until the incident is over or the individual is relieved of the authority, unless continued assistance is required under the Investigative Support Section of this MOU. Emergency requests may be made officer-to-officer, in person, by radio, telephone, or through incident command systems. Requests should be communicated to immediate supervisors as soon as possible. For the purpose of this MOU, the term "emergency" will mean an immediate threat to persons, property or resources.

C. Violations in Progress

In many instances, such as when signatory agencies occupy neighboring jurisdictions, law enforcement personnel may encounter violations in progress on land administered by other signatory agencies. Accordingly, pursuant to local written supplemental agreements, a unit's manager-in-charge may authorize the Officers/Agents of another agency to take initial action on violations in progress or render assistance on such incidents when such actions are in the best interest of the public and/or the government and meet the criteria for which this MOU is executed. This authorization shall be in written form and shall detail the reasons for the authorization and the names or positions of the law enforcement personnel so designated. Appropriate limitations regarding the scope of authority of the designated personnel also must be included in this authorization.

D. Applicable to all Cross-designations

(1) In all cases, it shall be requesting agency's responsibility to supervise the exercise of authority by the Officers/Agents of the responding agency. It shall also be the requesting agency's responsibility to ensure that the Officers/Agents of the responding agencies adhere to the requesting agency's authority and standards and are familiar with how that authority and standards and are familiar with how that authority is to be exercised.

(2) Reimbursements.

(a) Cross-designation of law enforcement personnel pursuant to this MOU generally shall be accomplished through reimbursable transactions under the Economy Act, 31 USC 1535. The details of all cross-designations shall be recorded in a written document maintained by the requesting agency.

(b) Where cross-designation serves as an objective of all parties to the cross-designation, reimbursement under the Economy Act is not appropriate.

(3) Any agency that is a party to this MOU may decline to provide assistance on a case-by-case basis.

(4) This MOU shall remain in effect indefinitely.

(5) Amendments to this MOU must be in writing and shall become effective upon written

approval by all parties. Any agency wishing to terminate participation in the MOU shall provide all the signatory agencies with a written letter of their intent signed by the Agency head and stating a specific date of termination.

/s/ David Unger
Chief, U.S.D.A. Forest Service

Date: 4/05/94

/s/ SIGNATURE UNKNOWN
Director, National Park Service

Date: 1/06/93

/s/ Jim Baca
Director, Bureau of Land Mgmt.

Date: 1/04/94

/s/ Mollie H. Beattie
Director, U.S. Fish & Wildlife Service

Date: 3/14/94

/s/ Carol A. Bacon
Acting, Deputy Commissioner
Indian Affairs

Date: 12/28/93

/s/ Daniel Beard
Commissioner, Bureau of
Reclamation

Date: 12/20/93

/s/ SIGNATURE UNKNOWN
Director of Operations

Date: 12/13/93

ADDENDUM

This MOU shall not restrict the investigative activities conducted by the U.S. Fish and Wildlife Service (Service), Division of Law Enforcement (Division), within the scope of its existing legislative authority. Unlike other Department of Interior Bureaus, the jurisdiction and responsibility of the Service's Division encompasses all lands and waters of the United States and its territories. The Division utilizes covert techniques to investigate and apprehend individuals involved in violations of wildlife law. Many of these covert investigations continue for several months or years before completion. For purposes of safety and security, Service investigations, particularly covert operations, will be conducted on a need to know basis only.

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42.5

INTERNATIONAL EMERGENCY ASSISTANCE RESPONSE PROCESS AN OPERATING PLAN FOR USDA FOREST SERVICE

Introduction

A 1985 agreement between the U.S. Agency for International Development/Office of U. S. Foreign Disaster Assistance (OFDA) and USDA/Foreign Agricultural Service/International Cooperation and Development (FAS/ICD) established the Disaster Assistance Support Program (DASP) within the Forest Service's International Programs Staff. DASP provides direct support to OFDA in the areas of disaster response, technical assistance, training, preparedness planning and operational backing.

The purpose of this operating plan is to define the emergency response process whereby decisions are made and individuals and/or equipment and supplies are mobilized to assist OFDA on international disasters. It is important that roles and responsibilities are clearly understood so that the right people are informed in a timely manner, ensuring an effective, efficient response.

Decision Criteria

The decision to support or not support an international disaster emergency assistance request from OFDA will be made by the DASP. The following criteria will help guide the extent of the Forest Service involvement in international disaster assistance.

1. Is the emergency assignment to a potentially violent or unstable area? Is there adequate security?

2. Will the international mobilization adversely affect the Forest Service's ability to respond to a domestic emergency?

3. Will the type of disaster involve significant health and safety threats to FS personnel?

4. Will large numbers of personnel be requested for a long duration?

Decision Process for Fire and Aviation Management Resources

When the emergency assistance requested from DASP through OFDA is for Fire and Aviation Management resources (F&AM personnel or NIFC supplies/equipment) the procedure for approval is to contact only one of the following individuals in prioritizing order, and to provide that person with a situation report. DASP personnel will make this initial contact through the following call list.

1.	NICC Coordinator	208-387-5400
2.	Alice Forbes	208-387-5605
3.	Dale Dague	202-205-1500
4.	John Schulte	505-842-3252(w) 505-362-7014(c)

NICC will contact others on the list or the WO Duty Officer who will notify the Director F&AM of the request, the proposed response and obtain a decision on Fire and Aviation Management involvement.

Deployment Procedures for Disaster Assistance Response Teams (DART)

A request for disaster response personnel typically follows the steps below:

1. DASP receives a request from OFDA for specific assistance on a DART or assessment team. The decision on the degree of FS participation is made by DASP. (Deputy Chief, State and Private Forestry decides for F&AM resources).

2. If equipment or supplies are being requested, DASP prepares and provides a situation status report that includes a summary of personnel, equipment and/or supplies being requested to F&AM. If the

requested items come through NIFC, F&AM transmits the initial request to NIFC.

3. Identification of potential DART members who will be asked to respond to an international disaster is accomplished in several ways, depending on the nature of the assignment:

A. Selection of DASP personnel to participate on the assignment.

B. From the disaster responder database roster maintained by DASP. This includes identified individuals who have been trained by DASP who have appropriate skills for the particular function requested, such as logistics, communications, aerial operations, landslide hazards, etc..

C. On a case-by-case basis, DASP may name request an individual from the Regions or NIFC based on a roster search, requirements for bilingual skills, prior international or country specific experience, or specialized skills or training.

4. Request for personnel is normally accomplished through the Regional Forester or F&AM (for F&AM resources).

5. DASP through FS/International Programs starts the official paperwork related to deployment (FAS/ICD is the backup mechanism), including preparation of a DASP funded Travel Authorization (AD-202) for the employee's round-trip travel from home unit to the affected country, and sending cables and telegrams to foreign field offices for clearances. DASP contacts the employee concerning travel arrangements and to work out details related to deployment.

6. DASP contacts International Programs' travel staff to secure Official Passports for travelers.

7. The base salary cost of an assignment will be negotiated.

8. Authorized and verified overtime on disaster responses will be paid by OFDA through DASP. Overtime must specifically be authorized and approved by the DART Team Leader or USAID staff in the affected country and the Assistant Director for DASP. The Team Leader approves overtime on time sheets.

9. DASP and/or OFDA will maintain information on the location and status of personnel on disaster assignments and pass this information to the home units.

10. Monitoring and evaluating the disaster response and the changing conditions associated with the disaster concerning FS involvement is the responsibility of DASP.

11. A briefing in Washington, DC prior to departure will normally be scheduled. A debriefing in Washington may also be scheduled as necessary and determined by OFDA or DASP.

12. Reimbursement to the home unit of authorized employee overtime on the assignment are done by DASP through a job code upon receipt of overtime cost calculations from the home unit following the assignment.

13. Completed Travel Vouchers are submitted to DASP upon return from the assignment.

14. On rare occasions FS employees may be deployed under a Travel Authorization issued by OFDA or FS directly. In that instance, DASP will issue a non-funded Travel Authorization.

15. The decision on an employee's availability ultimately rests with employee's home unit.

42.6

BUREAU OF LAND MANAGEMENT
ASSISTANT DIRECTORATE - RESOURCE USE & PROTECTION
OFFICE OF FIRE AND AVIATION MANAGEMENT

INTERNATIONAL PROGRAM

Request for International Assistance Operating Plan

Introduction

A 1985 Agreement between the U. S. Agency for International Development (USAID) and USDA's Foreign Agricultural Service/International Cooperation and Development (FAS/ICD) established a Disaster Assistance Support Program (DASP) within the Forest Service's International Programs Staff. DASP provides direct support to USAID's Office of Foreign Disaster Assistance (OFDA) in terms of disaster prevention, preparedness, technical assistance, and emergency relief. The Bureau has provided support to OFDA through DASP as an extension of the domestic Fire and Aviation programs and within the intent of the Joint USDI Agencies and USDA Forest Service Interagency Fire Agreement, No 83-SIE-001, (WO-187).

The purpose of this operating plan is to define the request process for BLM employees to be mobilized to assist OFDA through DASP on international disasters. This operating plan is not meant to define the ordering and mobilization of resources for requests received by NICC from DASP to respond to international wildland fire disasters.

Notification Process for International Disaster Assistance Request

When BLM assistance for an international disaster is requested through DASP to meet an OFDA request, the procedure to implement BLM involvement will be for DASP to contact Tom Frey, International Program (IP) Coordinator for the National Office of Fire and Aviation, or Connie Lewis International Program Specialist.

1. Tom Frey, (208) 387-5167, FAX (208) 387-5914, Cell Phone (208) 863-6216

2. Connie Lewis, (208) 387-5354, FAX (208) 387-5914

Decision Criteria

The decision to accept the request will be made by the Director, National Office, Fire & Aviation Management with input from IP. The following questions will help guide the extent of the Bureau's involvement in international disaster assistance:

1. Will the international mobilization adversely affect the Bureau's ability to respond to a domestic emergency?

2. Will the type of natural disaster involve significant health and safety threats to Bureau personnel?

Disaster Assistance Procedures

A request for assistance from BLM will typically be handled in the following manner:

1. The request for Bureau assistance that includes a summary of the personnel, equipment, and/or supplies being requested will be transmitted from DASP to IP. The decision criteria will be evaluated, and if met, the individual(s), supplies/equipment will be identified, requested and mobilized by IP. With all such requests, the ultimate commitment to such an assignment rests with the individual's home unit. The information concerning the individual(s) or supplies/equipment requested will be passed on to the NIFC Budget and Evaluation Office for tracking of reimbursable expenses. A reimbursable account with DASP is renewed yearly.

2. IP will continue direct communication with DASP as the mobilization process continues.

3. The nature of the assignment will define the selection criteria for individuals:

a. Personnel who have completed Disaster Assistance Response Team (DART) Training
b. Selection of individuals based on requested skills, requirements for bilingual skills, prior international experience, or specialized training.

4. The mobilization process will involve IP, the individuals being mobilized, and the home unit. The home unit is responsible for issuing the travel authorization. All expenses associated with travel for this assignment are reimbursable.

5. IP will inform the mobilized individual of the name and phone number of the DASP and OFDA contact person.

6. DASP/OFDA will track the location and status of personnel who have been dispatched to an emergency assignment.

7. Monitoring and evaluating the disaster response and the changing conditions associated with the disaster will be a responsibility of OFDA/DASP with feedback to IP.

42.7

INTERAGENCY MEMORANDUM OF AGREEMENT BETWEEN U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE U.S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT AND UNITED STATES ARMY SPECIAL OPERATIONS COMMAND

Subject: Interagency Airborne Operations, Rough Terrain Parachute Training, and Technical Exchange.

1. **Purpose.** This Interagency Memorandum of Agreement sets forth responsibilities of the United States Army Special Operations Command (USASOC), the United States Department of Agriculture Forest Service, and the U.S. Department of the Interior Bureau of Land Management (BLM) enabling Forest Service and BLM pilots and aircraft to conduct operations and training with USASOC personnel; and promotes the exchange of technical information and support between the Forest Service Missoula Technology Development Center (MTDC) and the USASOC. This single agreement will consolidate all previous agreements entered into between the Forest Service, BLM, and USASOC and their subordinate organizations.

2. **Reference.** This agreement is in accordance with the provisions of section 601 of Economy Act of June 30, 1932 (31 USC 1535). It includes and supersedes all existing agreements between USASOC, its subordinate units, and the Forest Service regarding combined training and technical exchange.

3. **Situation.** The Forest Service has participated with USASOC units in training exercises and also provided rough terrain parachute training through its smokejumper program. This involvement has been ad hoc and administered by individual agreements between subordinate Forest Service and USASOC organizations. The continuing increase of USASOC's need for rough terrain parachute training and also aircraft to perform a variety of tactical training tasks requires centralized prioritizing and scheduling of these activities at the headquarters level. It also provides an opportunity to exchange technical information and support in these common areas. Forest Service and BLM aerial attack operations are consistent with and compatible to USASOC operations. Technical requirements for modifying aircraft and equipping personnel for rough terrain parachute operations for these organizations are also compatible and overlap in many areas. Forest Service, BLM, and USASOC will benefit from an exchange of technical information and support in these common areas.

4. **Scope.** This memorandum outlines the points of contact, routines, formats, responsibilities, and authority for conducting operations, rough terrain parachute training, and the exchange of technical information. This agreement does not constitute a commitment by either agency to provide any support except in those instances mutually agreed to by both parties. When USASOC interacts with either Forest Service or BLM, it will be in accordance with this agreement.

5. **Understandings, Agreements, Support, and Resource Requirements for Airborne Operations.**

   a. **General.**

      (1) All operations will be conducted in accordance with USASOC Regulation 350-2, Airborne Operations, and the appropriate Forest Service of BLM aviation directives. When these directives are in conflict, operations will comply with the more restrictive application or as supplemented by the "User's Guide."

      (2) Single points of contact for coordination and scheduling of all training activities will be USASOC AOOP-TP and the Boise Interagency Fire

Center (BIFC).

(3) Forest Service and BLM retain control of all aviation assets and may withdraw them without prior notice from any and all training activities to fulfill their fire suppression commitments.

(4) USASOC accepts Forest Service and BLM aircraft as is and without modification. Forest Service and BLM are not liable for injuries occurring to USASOC personnel while using Forest Service or BLM aircraft.

b. United States Army Special Operations Command will:

(1) Develop and maintain "User's Guide" containing procedures and operational restrictions for aircraft operations with the Forest Service and BLM.

(2) Coordinate all airfield, airspace, drop zone, and aircraft servicing requirements to support operations to include airdrop airspace/NOTAMS, landing rights, and aircraft parking/storage for Forest Service and BLM aircraft.

(3) Coordinate messing, billeting, and ground transportation for Forest Service and BLM personnel supporting airborne operations.

(4) Investigate all accidents/incidents directly related to training and coordinate investigation with Forest Service or BLM.

(5) Reimburse Forest Service or BLM for all aircraft operating costs to include positioning/de-positioning aircraft, operations, aircraft servicing not provided by USASOC, Forest Service and BLM personnel per diem, lodging, and travel costs in support training.

(6) Reimburse Forest Service and BLM for aircraft damage directly related to training and the negligent acts of USASOC personnel. Forest Service and BLM will retain complete ownership of such damaged aircraft.

(7) Reimburse Forest Service and BLM through their respective national centers for all accountable activities at the end of each fiscal year.

c. Forest Service and BLM will:

(1) Support USASOC in developing and maintaining the "User's Guide."

(2) Provide USASOC with a comprehensive billing rate schedule for all reimbursable items as an attachment to this agreement.

(3) Provide USASOC a complete and detailed list of charges for activity within 90 days of completion.

(4) Cooperate as required by USASOC in accident/incident investigations.

6. **Understandings, Agreements, Support, and Resource Requirements for Rough Terrain Parachute Training.**

a. General

(1) Rough terrain parachute training may be conducted by residences at an accredited smokejumper training facility or by Forest Service and BLM mobile training teams at an approved USASOC training facility.

(2) Points of contact for scheduling and coordination are USASOC AOOP-TP and the Boise Interagency Fire Center.

b. United States Army Special Operations Command will:

(1) Reimburse Forest Service and BLM for all messing, billeting, ground transportation, and flight hours used during training in residence at a smokejumper training facility.

(2) Provide Forest Service and BLM mobile training team personnel messing, billeting, and ground transportation.

(3) Coordinate training facilities, aircraft, drop zones, and drop zone personnel for Forest Service and BLM training teams.

(4) Reimburse Forest Service and BLM for per diem, lodging, and travel costs incurred by mobile training team personnel.

(5) Provide all parachutes, air items and rigger support for training activities at USASOC sites.

(6) Investigate all accidents/incidents.

(7) Accept all Forest Service and BLM equipment as is and reimburse these agencies for any equipment damage, lost or destroyed by negligence.

c. Forest Service and BLM will:

(1) Coordinate aircraft support, training facilities, transportation, messing, billeting, and instructor support for USASOC personnel in residence.

(2) Provide parachute loft facilities and rough terrain parachuting gear (except parachutes and air items) for USASOC students in residence.

(3) Provide instruction in aircraft exit and parachute landing techniques using rough terrain gear; tree climbing and letdown procedures; spotting techniques and general principles of rough terrain parachute operations.

(4) Provide USASOC with a comprehensive billing rate schedule for all reimbursable items as an attachment to this agreement.

(5) Provide USASOC a complete and detailed list of charges for each activity within 90 days of completion.

(6) Cooperate as required by USASOC in accident investigations.

7. **Understandings, Agreements, Support, and Resource Requirements for Technical Exchange.**

a. General.

(1) Points of contact for the exchange of technical information and support are the United States Army John F. Kennedy Special Warfare Center and School Combat Developments directorate and the Missoula Technology Development Center.

(2) Points of contact are authorized to cooperate in research, development, acquisition and test of mutual requirements.

(3) Points of contact are authorized to provide technical assistance, exchange technical publications, and participate in each other's technical

conferences upon invitation.

(4) Points of contact will protect classified and proprietary information.

8. **Resolution of Disagreements.** When disputes or unique situations create stalemates, USASOC and the BIFC will submit jointly-signed statements of disagreement to the USASOC executive agent for determination and resolution.

9. **Effective Date.** This interagency agreement is effective upon signature by all parties. It will be updated biennially, on its anniversary date, and is subject to revision to termination at any time by the mutual consent of all parties.

/s/ Colonel Anthony Normand
Chief of Staff
United States Army Special Operations Command Date: 9/3/92

/s/ L.A. Amicarella
Director, Fire and Aviation Management
United States Department of Agriculture Date: 3/23/92

/s/ Roger L. Trimble
Director, Boise Interagency Fire Center
United States Department of the Interior Date: 4/16/92
Bureau of Land Management

43 SMOKEJUMPER AGREEMENT

43.1

INTERAGENCY AGREEMENT
Between the
U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT
And
U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE
For the
JOINT OPERATION OF SMOKEJUMPER RESOURCES

I. PURPOSE

To establish the interagency guidelines covering present and future operations of smokejumpers to assure efficient and effective use of these resources for the agencies.

II. AUTHORITY

A. Interagency Agreement between the United States Department of the Interior and the United States Department of Agriculture, dated October 1, 1982.

B. Economy Act of June 30, 1932, as amended (31 U.S.C. 1535)

C. Specific authorities of the Forest Service to engage in aviation and fire suppression activities or to cooperate with others in this regard include: 16 U.S.C. 572 (c), 578, 579 (a), 579 (b), 580, 580 (a).

D. Specific authorities for the Bureau of Land Management to engage in aviation and fire suppression activities with others include:

Protection Act of 1922. 42 Stat. 857, 16 U.S.C. 594.

Reciprocal Fire Protection Agreement Act of 1955. 69 Stat. 66, 42 U.S.C. 1856 (a) (b).

Public Land Administration Act of 1960. 74 Stat. 506, 43 U.S.C. 1361.

Federal Land Policy and Management Act of 1976. 43 U.S.C. 1737-1738.

III. AGREEMENT

Whereas the Forest Service and the Bureau of Land Management have similar purpose and mission requirements, and the need to share smokejumper resources in fire suppression activities and other land management practices, they agree to the following:

A. An annual operating plan will be developed and approved by the agencies' designated representatives prior to December the first annually. This plan must contain exchange arrangements, equipment needed, administrative and operational requirements, and fiscal provisions. This plan becomes a part of this signed agreement.

B. Each agency will, upon request, furnish specific fire suppression cost information for billing to third parties. Billings will be initiated by performing units. Forest Service units will send billing to BLM Denver Service Center, D-515, Building 50, Denver, CO, 80225. BLM units will send billing to appropriate Forest Service Regional Office.

C. Nothing in this agreement shall be construed to limit either party in requesting additional smokejumpers from the other on an emergency basis at any time period. This type fire order is based upon availability at the time of the order. Release of these smokejumpers is based upon the end of the fire emergency and/or request by the supplying agency.

D. This agreement, which establishes interagency smokejumpers operations, becomes effective upon signature by the respective agencies. This agreement may be changed any time by mutual agreement of the respective agencies except during the period April 1 through September 30 annually.

DEPARTMENT OF THE INTERIOR	DEPARTMENT OF AGRICULTURE
/s/ Arnold E. Petty Bureau of Land Management	/s/ Gary E. Cargill Forest Service
Date: 4/10/85	Date: 4/12/85

44 MODULAR AIRBORNE FIREFIGHTING SYSTEMS AGREEMENTS

44.1

AGREEMENT
BETWEEN
NORTH CAROLINA DEPARTMENT OF NATURAL RESOURCES
AND COMMUNITY DEVELOPMENT
DIVISION OF FOREST RESOURCES
AND
FOREST SERVICE, UNITED STATES DEPARTMENT OF
AGRICULTURE

WITNESSETH:

WHEREAS, the Forest Service maintains Modular Airborne Fire Fighting System (MAFFS) equipment for use in fire suppression, and

WHEREAS, the State desires to utilize the Modular Airborne Fire Fighting System equipment and services of the Forest Service in emergency situations, and

WHEREAS, it is the desire of both parties to minimize response time in the employment of the Modular Airborne Fire Fighting System equipment.

NOW THEREFORE, in consideration of the above premises, the parties hereto agree as follows:

THE FOREST SERVICE SHALL:

1. Provide two Modular Airborne Fire Fighting Systems for temporary use by the State in wildfire emergency situations. When the Forest Service has need of the Modular Airborne Fire Fighting System for its own use, the Forest Service will redirect it to Federal service.

2. Furnish qualified Modular Airborne Fire Fighting System liaison officers for each activation request by the State.

3. Furnish qualified Air Tanker Coordinators to the State at each activation request. Air Tanker Coordinator will be Forest Service Leadplane Pilot, if available. If no Forest Service Leadplane Pilot is available, a State Airtanker Coordinator will be assigned to the Modular Airborne Fire Fighting System units.

4. Bill the State for salaries and expenses of the Air Tanker Coordinators and the expenses of the Forest Service Liaison Officer.

5. Retain ownership of the two Modular Airborne Fire Fighting Systems.

THE STATE SHALL:

1. Notify the Forest Service, Region 8 Aviation and Fire, Atlanta, Georgia, immediately upon activation of the Modular Airborne Fire Fighting System.

2. Use only Forest Service approved retardants.

3. Acquire updated communications (radios and harness) to meet joint Forest Service/State air tanker radio communication requirements.

4. Return the Modular Airborne Fire Fighting System units to the Forest Service in the same

condition as received. All maintenance and operating costs will be paid by the State.

5. Upon presentation of a Bill for Collection, reimburse the Forest Service for salaries and expenses, including overhead, of the Air Tanker Coordinators and the expenses of the Liaison Officer. Reimbursement to the Forest Service shall be made payable to the USDA Forest Service, for deposit to the appropriation originally obligated. Mail to: Collection Officer, USDA Forest Service, Room 890, 1720 Peachtree Road, NW., Atlanta, GA 30367.

IT IS MUTUALLY AGREED:

1. Forest Service/State will jointly determine what suitable and available aircraft located within two hours of the Raleigh, North Carolina area.

2. When multiple structures are involved or immediately threatened and all local area (2 hour timeframe) airtankers are committed and other contract aircraft (outside local area) can not be moved in to the local area within 2 hours, the Governor of North Carolina (State Forester), through the Division of Emergency Management, may order the North Carolina National Guard C-130's at Charlotte, North Carolina activated for airtanker assignment under the State Mutual Air Agreement. Forest Service agrees that when this activation takes place, the two Modular Airborne Fire Fighting System units assigned and located at Charlotte, North Carolina will be included in the activation order.

3. The Raleigh, North Carolina, Division of Forestry Headquarters will be the principle unit to approve the activation request after they assure themselves that the contract airtanker fleet (State and Forest Service) is committed and/or unavailable.

4. Any additional Modular Airborne Fire Fighting System requests will come through normal channels and be requested from National Interagency Fire Coordination Center (NICC).

5. Modular Airborne Fire Fighting Systems liaison will be established during all activation.

6. North Carolina Air Guard (Charlotte) will train and hold periodic exercises so they can meet the 2-hour activation period. During long periods of inactivity, the State may conduct occasional one-mission exercises on their fires to test response times.

7. The State will look into a retardant reload capability at Charlotte, North Carolina. Initial dispatch will be to activate and load Modular Airborne Fire Fighting Systems unit, fly to Kinston, North Carolina or other approved State tanker base, and fill with retardant.

MISCELLANEOUS CONDITIONS:

1. No member of, or Delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for this general benefit.

2. Either party may terminate the agreement by providing 30 days written notice: Unless terminated by written notice, this agreement will remain in force indefinitely.

3. The United States of America shall not be liable for any damage incident to the performance of work under this agreement and the State expressly waives any and all claims against the United States of America for any loss, damage, personal injury or death occurring in consequence of the performance of this agreement.

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

/s/ Harry Layman
State Forester, Division
of Forest Resources

Date: 7/13/88

/s/ LeRoy Jones
Regional Forester
Southern Region

Date: 7/28/88

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44.2

AGREEMENT BETWEEN
CALIFORNIA - DEPARTMENT OF FORESTRY, NATIONAL GUARD
AND
USDA - FOREST SERVICE, PACIFIC SOUTHWEST REGION

This agreement, made and entered into by and between the USDA, Forest Service, Pacific Southwest Region, hereinafter referred to as the Forest Service, and the California Department of Forestry, California National Guard, hereinafter referred to as the State, under the provisions of the Act of April 24, 1950 (16 U.S.C. 572 and 580), and memorandums of understanding between the Department of Defense and Department of Agriculture and Interior.

WITNESSETH:

WHEREAS, the Forest Service maintains Modular Airborne Fire Fighting System equipment (MAFFS) for use in fire suppression and is willing to make available to assist the State in its fire suppression efforts, and

WHEREAS, the State desires to utilize the Modular Airborne Fire Fighting System equipment and services of the Forest Service in emergency situations, and

WHEREAS, it is the desire of both parties to minimize response time in the employment of the Modular Airborne Fire Fighting System equipment.

NOW THEREFORE, in consideration of the above premises, the parties hereto agree as follows:

A. THE FOREST SERVICE SHALL:

1. Loan the two (2) Van Nuys Modular Airborne Fire Fighting Systems to the State in emergency situations. When the Forest Service has need of the Modular Airborne Fire Fighting System for its own use, the Forest Service will redirect it to federal service through National mobilization plan.

2. Furnish qualified MAFFS liaison officers for each activation request by the State, until the State can provide qualified personnel.

3. Furnish qualified Airtanker Coordinators to the State at each activation request, Airtanker Coordinator will be Forest Service leadplane pilot, if available. If no leadplane pilot is available, a State Airtanker Coordinator (non-pilot) will be assigned to the (MAFFS) coordination until a qualified Airtanker Coordinator is available. The Forest Service Airtanker Coordinator positions are highest priority and will be activated as soon as possible.

4. Bill the State for all costs, including overhead, related to its providing the services of the Airtanker Coordinators, the Forest Service Liaison Officer and any maintenance service requested in accordance with provisions B. 5. of the Agreement.

B. THE STATE SHALL:

1. Upon presentation of a Bill for Collection, reimburse the Forest Service for all costs defined in A.4. above. Reimbursement to the Forest Service shall be made payable to the United States Department of Agriculture Forest Service, for deposit to the appropriation originally obligated. Mail to:

   Collection Officer
   United States Department of Agriculture, Forest Service
   630 Sansome Street
   San Francisco, California 94111

2. Use only Forest Service approved retardants.

3. Return the Modular Airborne Fire Fighting System units to the Forest Service in the same condition as received. All maintenance and operating costs incurred during California Department of Forestry operations will be paid by the State.

4. Notify the Forest Service through South Zone OCC immediately upon activation. South Zone will notify Region 5 Aviation and Fire Management and National Interagency Fire Coordination Center.

5. Provide maintenance service during operation through use of Forest Service maintenance contractors or Forest Service approved personnel.

6. Be liable for the cost of repair or depreciated value of either MAFFS unit lost, damaged or destroyed while in the possession or under the control of the State unless such loss, damage or destruction is the result of an intentional tort by the Forest Service employee.

C . IT IS MUTUALLY AGREED THAT:

1. State will study what suitable and available aircraft are located within two (2) hours of the Van Nuys, California area.

2. When multiple structures are involved or immediately threatened and all local area (2 hour time frame) airtankers are committed an other contract aircraft (outside local areas cannot be moved into the local area within 2 hours, the Governor of California (Director of Forestry) can order the California National Guard C-130's at Van Nuys, activated for airtanker assignment under the State Mutual Aid Agreement. Forest Service agrees that when this activation takes place, the two Modular Airborne Fire Fighting System units assigned and located at Van Nuys, California also be included in the activation order.

3. The State's Department of Forestry Headquarters (Sacramento) will be the principle unit to approve the activation request after they assure themselves that the contract airtanker fleet (State and Forest Service) is committed and/or unavailable.

4. Any additional Modular Airborne Fire Fighting System requests will come through normal channels and requested from National Inter-agency Fire Coordination Center.

5. Media releases will be jointly issued by the State and Forest Service during the activation.

6. In the event a Modular Airtanker Fire Fighting System unit becomes inoperative and a replacement is needed, the State will request the Assistance Regional Forester for Aviation and Fire Management to provide a replacement unit.

7. If the fire situation continues to worsen after State activation, the State may request National Mobilization of Modular Airtanker Fire Fighting System at which time the program will be operates as a federal activity.

8. An annual operation plan will be developed by the State/Forest Service/California National Guard and signed prior to May 15th. The plan will include this agreement, a list of qualified personnel, an activities check list, and a list of bases approved for operation. (See attached).

9. The State and the California National Guard may use Modular Airborne Fire Fighting System units for training purposes upon notification of South Zone Operations Coordination Center.

10. The State will assign an Airtanker Base Manager to the operation upon activation.

11. An operational Command Center will be identified for the Modular Airborne Fire Fighting System operation (Regional Office Emergency Command Center).

12. The Forest Service will provide an Agency Representative during activations.

13. Only personnel essential to the mission will be transported aboard aircraft during the fire mission.

14. The assigned qualified Modular Airborne Fire Fighting System Liaison Officer is the person in charge of the Modular Airborne Fire Fighting System operation.

MISCELLANEOUS CONDITIONS:

1. No member of delegate to Congress, or Resident Commissioner shall be admitted to any share of part of this agreement, or to any benefit that may arise therefrom; but the provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

2. Either party may terminate the agreement by providing 30 days written notice: unless terminated by written notice, this agreement will remain in force indefinitely.

3. The United States of America shall not be liable for any damage incident to the performance of work under this agreement to the State or any landowners for any damage, personal injury, or death occurring in consequence of the performance of this agreement, and to the extent authorized by law, the State agrees to defend and hold harmless the United States of America from any claims arising as a result of this Agreement.

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

/s/ Willard Shank — Date: 7/07/86
Adjutant General, California National Guard

/s/ Jerry Partan — Date: 7/07/86
Director, California Department of Forestry

/s/ Richard E. Montaque — Date: 12/05/86
for Regional Forester, Pacific Southwest Region

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COLLECTION AGREEMENT BETWEEN WYOMING STATE FORESTRY DIVISION FOREST SERVICE, UNITED STATE DEPARTMENT OF AGRICULTURE

97-CC-109

This Collection Agreement is made and entered into by and between the Wyoming State Forestry Division, hereinafter referred to as the State, and the Forest Service, United States Department of Agriculture, hereinafter referred to as the Forest Service, under the provisions of the Department of Agriculture Organic Act of 1944, (16 U.S.C. 580) and ACC operations order 36-95, Coronet Forest.

The Forest Service previously entered into an **Interagency Cooperative Fire Protection Agreement (#1102-0005-96-013, April 9, 1996)** with the State of Wyoming in accordance with Acts of Congress and Wyoming Revised Statutes. That agreement remains in effect.

I. PURPOSE

The purpose of this instrument is to initiate an agreement whereby the Forest Service will make available its Modular Airborne Fire Fighting System (MAFFS) to the State Air National Guard unit.

Both the State and the Forest Service have a strong interest in the control of wildfire emergency situations. Both parties wish to minimize response time in the deployment of the MAFFS equipment. The State desires to utilize the MAFFS equipment and the services of Forest Service personnel in support of MAFFS equipment in emergency situations.

II. THE STATE SHALL:

1. Notify the Forest Service, Fire and Aviation at the **National Interagency Fire Center (NIFC)**, to request activation of the MAFFS.

2. Use only Forest Service approved retardants.

3. Maintain up-to-date communication equipment (radios and harness) to meet joint Forest Service/State airtanker radio communication requirements.

4. Return the MAFFS units to the Forest Service in the same condition as received. All maintenance and operating costs will be paid by the State, to include salary and expenses of MAFFS maintenance personnel. The point of return will be the base from which the stored MAFFS units were mobilized.

5. Upon presentation of a Bill for Collection, reimburse the Forest Service for salaries and expenses, including overhead, of the Liaison Officer, maintenance personnel and, when applicable, Airtanker Coordinators, support staff, and Airtanker Base Manager, Reimbursement to the Forest Service shall be made payable to the USDA, Forest Service, for deposit to the appropriation originally obligated. **Mail to: Collection Officer, USDA, Forest Service, Rocky Mountain Fiscal Officer, P.O. Box 25127, Lakewood, CO 80225.** Any Forest Service bills for collection will be sent to the State Forester at the address listed under Part IV, number 15, Principal Contacts.

6. Ensure that the MAFFS Operating Plan is followed.

7. Operate the MAFFS under all conditions outlined in the **ACCOPORD 36-95 Coronet Forest, 12/95** or as undated by the MAFFS Operating Plan.

8. Use only qualified maintenance personnel identified in the USDA, Forest Service MAFFS Operating Plan prepared by the NIFC.

9. Designate a State Forestry Division representative to coordinate with Mission Commander and

MAFFS Liaison at base of operations.

10. Hold Harmless. The State hereby agrees to defend and hold harmless the USDA, Forest Service, its representatives or employees, from any damage incident to the performance of the work resulting from, related to, or arising from this instrument.

III. THE FOREST SERVICE SHALL:

1. **Upon receipt of a request through the NIFC,** provide two MAFFS for temporary use by the State **in Wyoming** in wildfire emergency situations. When the Forest Service has need of the MAFFS for **other emergency uses,** the Forest Service will redirect to Federal Service **through established channels.**

2. Furnish qualified MAFFS Liaison Officers and Airtanker Base Managers for each activation requested by the State. The State may provide qualified airtanker base managers.

3. Upon request, furnish qualified Airtanker Coordinators to the State at each activation. A qualified State Airtanker Coordinator may be assigned to the MFSFS units.

4. Retain ownership of the MAFFS.

5. Bill the State for **reimbursement of** salaries and expenses of the Forest Service Liaison Officer and, when assigned, Airtanker Coordinator (**leadplane pilot and aircraft**), Airtanker Base Manager, maintenance personnel, and other assigned staff as outlined in the Operating Plan ordering procedures.

IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

1. This agreement can only be activated when multiple structures are involved or immediately threatened and all local area (2 hour time frame) airtankers are committed and other aircraft (outside local areas) cannot be moved in to the local area within 2 hours. In these circumstances, the Governor of Wyoming, through Wyoming's Emergency Management, may order the Wyoming National Guard C-130's at Cheyenne, Wyoming, activated for airtanker assignment under the current Memorandum of Understanding. Forest Service agrees that when this activation takes place, the two MAFFS units assigned and located at Cheyenne, Wyoming **may** be included in the activation order.

2. Forest Service **at the NIFC** in coordination with the State will jointly determine what suitable and available aircraft are located within two hours of the Cheyenne, Wyoming area.

3. The State Forestry Division Headquarters will be the principle unit to approve the activation request after they assure themselves that the contract airtanker fleet (State and Forest Service) is committed and/or unavailable.

4. Any additional MAFFS requests will come through normal channels and be requested from the NIFC.

5. All media releases involving MAFFS will be jointly issued by the State and Forest Service during, or prior to, activation.

6. MAFFS liaisons will be established during all activations.

7. The State and the Wyoming Air National Guard may use the MAFFS Units for non-fire training exercises upon request and approval of the Forest Service Director **at the NIFC.**

8. Only Aerial Combat Command personnel and Forest Service authorized personnel essential to the mission will be transported aboard the aircraft during training or fire missions.

9. In accordance with the MAFFS Operating Plan, use of a MAFFS qualified Airtanker Coordinator (leadplane) is required for all fire operations.

10. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in

advance.

11. ACCESS TO RECORDS. Give the Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all books, papers, or documents related to this instrument.

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

13. RESTRICTION FOR DELEGATES. Pursuant to Section 22, Title 41, United States Code, no member of, or Delegate to, Congress shall be admitted to any share or part of this instrument, or any benefits that may arise therefrom.

14. COMPLETION DATE. This instrument is executed as of the last date shown below and expires on April 1, 2002, at which time it will be subject to review, renewal, or expiration.

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

National MAFFS Liaison Officer USDA Forest Service National Interagency Fire Center 3833 Development Ave. Boise, Idaho 83705-5354 (208) 387-5604	State Forester Wyoming State Forestry Division 1100 West 22nd Street Cheyenne, Wyoming 82002 (307) 777-7586

16. REFUNDS. Contributions authorized for use by the Forest Service, which are not spent or obligated for project(s) approved under this instrument, will be refunded to the cooperator or authorized for use for new projects by the cooperator.

17. TERMINATION. Either party(s), in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration. The Forest Service shall not incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for Forest Service expenses and all noncancellable obligations properly incurred up to the effective date of termination. Excess funds shall be refunded within 60 days after the effective date of termination.

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

/s/ Dennis W. Pendleton
National MAFFS Liaison Officer
USDA, Forest Service

Date: 4/21/97

/s/ Thomas Ostermann
Wyoming State Forestry Division

Date: 4/25/97

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