



**CANADA/UNITED STATES RECIPROCAL FOREST
FIRE FIGHTING ARRANGEMENT**

DATED: JANUARY 15, 2016

OPERATING PLAN FOR 2016

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OPERATING PLAN – 2016

1. PURPOSE

This Operating Plan is to facilitate mutual assistance in wildland fire between Canada and the United States of America (USA). This Plan does not override or supersede any existing cooperative wildland firefighting arrangements such as border agreements as specified in Annex B, paragraph (k). Local agencies sharing common international borders are encouraged to enter into "Border Agreements" to facilitate pre-suppression and suppression on fires posing common threat.

2. DEFINITIONS

"Arrangement" means the Arrangement for the Exchange of Wildland Fire Management Resources between Canada and the United States of America Participants dated May 7, 1982;

"CIFFC" means the Canadian Interagency Forest Fire Centre Inc.; the Coordinating Authority for the Canadian Participants;

"Designated Official" means officials from the Participants authorized to request and to receive wildland fire management resources;

"National Interagency Resource Representative (IARR)" refers to an individual who provides liaison at either CIFFC or NIFC, and assists with mobilization, demobilization and monitoring of their resources. In the US this position will be mobilized as a "THSP – International Liaison."

"NICC" means the National Interagency Coordination Center; the Coordinating Authority for the American Participants;

"Participant" means a Canadian or American signatory to this Arrangement;

"Plan" means the annual Operating Plan;

"Receiving Participant" means a Participant receiving Wildland Fire Management Resources under this Plan;

"Sending Participant" means a Participant sending Wildland Fire Management Resources under this Plan;

"Wildfire" means unplanned or unwanted natural or human-caused fire (i.e., forest, range or bush fire), regardless of the ignition source, damages or benefits; for the purposes of this operating plan the term "Wildland Fire" is used synonymously with "Wildfire;"

"Wildland" means an area in which development is essentially non-existent, except for roads, railroads, power lines, and similar transportation facilities and where structures, if any, are widely scattered;

"Wildland Fire Management Assistance" means assistance in the prevention or management of wildland fire under this Plan; and

"Wildland Fire Management Resources" means personnel, aircraft, equipment, and supplies available or potentially available for wildland fire management assistance.

3. AUTHORITY

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

4. GENERAL PROCEDURES

4.1 REQUEST FOR WILDLAND FIRE MANAGEMENT ASSISTANCE

Requests for assistance shall be carried out through the countries respective Coordinating Authority.

- 4.1.1 Requests for assistance from Canada to USA shall be placed by NICC to CIFFC.
- 4.1.2 Requests for assistance from the USA to Canada shall be placed by CIFFC to NICC.
- 4.1.3 CIFFC and NICC separately shall be responsible for providing the names of the Canadian and American designated officials by January 15 each year as specified in Annex B, paragraph (e).
- 4.1.4 For general information on invoicing and payment as per Clause 4.6, or other correspondence: for the Canadian Participants it shall be CIFFC and for USA Participants, it shall be NICC.
- 4.1.5 To minimize delays at border crossings for Customs & Immigration clearances, CIFFC or NICC shall supply to the Customs & Immigration Point of Entry (PoE) in the form specified, 24 hours prior to mobilization:
 - 1) Official CIFFC/NICC order and agency (if applicable) order
 - 2) Official letter with contact information
 - 3) International manifest
 - 4) All transport and arrival information
 - 5) Point of Entry

Also, but not limited to, the following information is required:

- a) Personnel:
 - The Full Legal Name
 - Citizenship
 - Date and country of birth
 - Home base
 - Departure point
 - Passport Number and Expiration Date
- b) Equipment:
 - The item
 - Quantity
 - Serial or identification numbers
 - Carrier (with drivers' full legal name(s) and contact information)
 - Bill of lading number
 - Country of manufacturing
 - Point of Entry
 - Customs broker

- c) Aircraft:
 - The registration number
 - Call sign
 - Aircraft type and model
 - International manifest for flight crew information (same as Personnel)
 - Registered Owner
 - For aircraft flight following, the Equipment Serial Number (ESN) including service provider and device type
 - Complete flight plan (including fuel stops, etc.)
 - Significant cargo (i.e. spares kit with content list)
 - Point of Entry

NOTE: For personnel travelling via aircraft charter, aircraft information is required.

- 4.1.6 Customs Declaration forms shall be completed for presentation to Customs & Immigration at Point of Entry

4.2 PERSONNEL

- 4.2.1 Reimbursement for personnel shall be on the following basis:

- a) The Receiving Participant shall be responsible for the payment of, or shall reimburse the Sending Participant in relation to, all salaries; associated benefits; overtime and hazard pay submitted for payment by the Sending Participant in accordance with salary schedules and/or union contracts in existence with the Sending Participant.
- b) The costs of travel, per diem, accommodations, vehicle hire, communication equipment, and medical insurance as well as other expenditures supported by receipts shall be reimbursed to the Sending Participant.
- c) Where lodging and meals are not provided by the Receiving Participant, expenses shall be reimbursed under the Sending Participant per diem regulations.
- d) A National Interagency Resource Representative (IARR) from a Sending Participant may be requested by a Receiving Participant to assist in the mobilization and/or demobilization of the Sending Participants' wildland fire management resources at the Receiving Participant Coordinating Authority Fire Centre (see 4.2.6). The Receiving Participant will cover the cost of travel, accommodations, meals and daily incidentals for the IARR. The Sending Participant will be responsible for all associated payroll costs. Rental vehicle cost may be recoverable based on the requirements as approved by the Receiving Participant.

- 4.2.2 An acceptable daily flat rate, established and documented prior to mobilization for overhead and crew personnel, may be used in lieu of Clauses 4.2.1a.

- a) The daily flat rate shall include all salaries, associated benefits, overtime, and hazard pay.
- b) The costs of travel, per diem, vehicle hire, communication equipment, medical insurance as well other expenditures approved by the Receiving Participant and supported by receipts shall be reimbursed to the Sending Participant when the Receiving Participant cannot provide these services.
- c) Where lodging and meals are not provided by the Receiving Participant, expenses shall be reimbursed under the Sending Participant per diem regulations.

- 4.2.3 The parties to this Arrangement may request specialized expertise for wildland fire requirements.

- 4.2.4 The Receiving Participant should send documentation outlining the requirements of the position requested. The Sending Participant will make every effort to ensure, that the personnel sent meet the requirements as listed. The Receiving Participant shall accept the Sending Participant personnel qualifications as equivalent.
- 4.2.5 Any change in assignment position, from that which was originally ordered, shall be sanctioned by either the on-site Sending Participant IARR or Agency Representative (AREP) or the Sending Participant Designated Official.
- 4.2.6 When appropriate the Sending Participant and Receiving Participant will provide for adequate liaison.
- a) The AREP from the Sending Participant will be responsible for the health, safety, welfare and commissary needs of the Sending Participant personnel. Additionally, the AREP will be responsible for providing a post-deployment report to CIFFC and NICC, which should include:
- i) Briefing and dispatch
 - ii) Operational issues – Safety, effectiveness, efficiencies
 - iii) Logistics
 - iv) Recommendations
- b) CIFFC or NICC may request an Interagency Resource Representative (IARR) to assist at the respective National Interagency Centre/Center, to assist in the mobilization of their resources.
- c) The national IARR through their Coordinating Authority may request assistance at the Regional Centre. The regional IARR shall coordinate the resources and AREPs' assigned to that region and shall report to the national IARR.
- 4.2.7 All Sending Participant personnel shall receive an orientation session prior to deployment and a debriefing prior to demobilization, by the Receiving Participant.
- 4.2.8 Personnel shall be prepared for a 14 day assignment duration exclusive of mobilization and demobilization travel. The first day of the 14 day assignment is defined as the first full work day including orientation.
- 4.2.9 All personnel shall carry a valid passport.
- NOTE: Any felony or criminal conviction may prohibit mobilization to the Requesting country.
- 4.2.10 An individual who is deemed inadmissible due to minor criminal/felony offences may be required to undergo an interview process with Immigration. All costs associated with the process shall be the responsibility of the individual.
- 4.2.11 Controlled substances (i.e. prescription drugs) must remain in their original labelled container or be accompanied by the prescription.
- 4.2.12 The Sending Participant shall provide all the safety equipment required to meet its regulations. Should additional equipment be required by the Receiving Participant, the Receiving Participant shall supply at their expense.
- 4.2.13 All Canadian Type 1 fire fighters shall meet the Canadian Physical Performance Exchange Standard for Type 1 Wildland Fire Fighter (WFX-FIT) time of 14min30sec for exchange to the US. All US Wildland Fire Fighters shall meet the US Work Capacity Test at the Arduous level for exchanges to Canada. The Arduous level fitness test requires the individual to perform a three-mile hike with a 45 pound pack in 45 minutes.

- 4.2.14 The Receiving Participant shall insure that immediate medical services are provided to any member of the incoming Sending Participant personnel regardless of the nature of the requirement or the type of medical aid required. Costs for medical services shall be covered by the Receiving Participant until the employee is returned to the fireline or Sending Participant.
- 4.2.15 Compensation claims for death or long term injury to Sending Participant personnel shall be processed through the Sending Participant workers compensation program and shall be invoiced to the Receiving Participant as specified in Annex B, paragraph (h).
- 4.2.16 In the event of an accident or incident involving the Sending Participant personnel, the Sending Participant should be invited to be part of the investigation team and process.
- 4.2.17 Personal cargo weight shall be a total of 29.5 kg (65 lbs), which includes a personal or deployment pack of 20.4 kg (45 lbs) and a line pack of 9.1 kg (20 lbs). Additional cargo must be identified and approved by the Sending and Receiving Participant.

NOTE: For US mobilization, the 29.5 kg (65 lbs) weight limit includes the US fire shelter 2.9kg (6.4 lbs) which will be issued by the US.

4.3 EQUIPMENT AND SUPPLIES

- 4.3.1 Equipment provided by the Sending Participant remains the property of the Sending Participant.
- 4.3.2 Equipment provided to the Sending Participant by the Receiving Participant remains the property of the Receiving Participant.
- 4.3.3 Expendable equipment and supplies shall be considered purchased on delivery, and full replacement costs shall be reimbursed by the Receiving Participant. Items should be considered expendable if they are not reusable and/or refurbishable.
- 4.3.4 Non-expendable equipment and supplies shall be returned to the Sending Participant by the Receiving Participant. The Receiving Participant shall reimburse the Sending Participant for all replacement or refurbishing cost unless the Sending Participant agrees that the Receiving Participant will refurbish the equipment and supplies.
- 4.3.5 In the event that any equipment and/or supplies are damaged beyond repair or not returned, they shall either be:
 - a) Replaced by the Receiving Participant with new equipment and/or supplies of the same quality and to the Sending Participant's standard; or,
 - b) Full replacement cost shall be reimbursed by the Receiving Participant to the Sending Participant.
- 4.3.6 Some specialized equipment may be accompanied by trained technicians and/or operators to ensure safe and efficient set-up and operation of equipment.
- 4.3.7 It is recommended that all equipment and/or supplies be registered in the specified format with the respective Sending Participant country Customs authority prior to mobilization.
- 4.3.8 All transportation costs of equipment and/or supplies sent by the Sending Participant shall be reimbursed by the Receiving Participant.

4.4 AIRCRAFT (THIS SECTION APPLIES TO GOVERNMENT CONTRACTED AND GOVERNMENT OWNED AIRCRAFT.)

4.4.1 Reimbursement shall be made on the following basis with the rate to be established and approved prior to mobilization:

- a) All fees associated with the mobilization shall be reimbursed by the Receiving Participant.
- b) The costs of travel, per diem, crew change, accommodations, vehicle hire, communication equipment, medical insurance as well other expenditures supported by receipts shall be reimbursed to the Sending Participant.

Where lodging and meals are not provided by the Receiving Participant, expenses shall be reimbursed under the Sending Participant per diem regulations.

- c) Unless otherwise agreed upon between parties to this Arrangement, maintenance and/or damage to the aircraft are the responsibility of the contractor and/or owner, and are not reimbursable. Damage to an aircraft caused as a direct result of Receiving Participant personnel actions are the Receiving Participant responsibility and are reimbursable.
- d) There shall be no charge for days where the aircraft is unserviceable, but may be prorated for partial days at the Sending Participant discretion.

4.4.2 Aircraft mobilized for mutual aid purposes shall have a current and valid certificate of airworthiness and certificate of registration as issued by the appropriate Civil Aviation Authority.

- a) Mutual aid aircraft may not meet all specifications that the Receiving Participant requires of their contract aircraft.
- b) The Sending Participant should make every effort to ensure that the personnel (pilots and Air Attack Officers [AAO] / Air Tactical Group Supervisors [ATGS]) meet the Receiving Participant's requirements.
- c) The Receiving Participant reserves the right to inspect the aircraft and personnel qualifications prior to being put into service.

4.4.3 Flight following procedures and protocol should be defined prior to mobilization.

4.4.4 Aircraft shall have North American Free Trade Agreement (NAFTA) Operating Certificate to operate in the Receiving Participant country.

4.4.5 In the event of an accident or incident involving the Sending Participant aircraft, the Sending Participant should be invited to participate in the agency investigation process.

4.4.6 The Sending Participant shall be responsible to pay for all of their fuel requirements for the duration of the deployment and all associated costs will be billed back to the Receiving Participant.

4.4.7 Aircraft Release - For aircraft that are not subject to "Immediate Recall", the Sending Participant shall give 24 hours' notice for the return of the aircraft. Receiving Participant should give 24 hours' notice of the release of the aircraft.

4.4.8 Briefing/Debriefing – AAO/ATGS and flight crews shall have an arrival briefing to ensure smooth transition into the Receiving Participant air operations. In the interests of safety, it should be emphasized that an insufficient briefing or no briefing may result in the Sending Participant air attack group sitting on the ground until such time as a proper briefing is provided by the Receiving Participant.

- a) Mission debriefing is recommended for all aircraft excluding transport aircraft.
- b) A final debriefing is mandatory and should be held prior to departure to the Sending Participant home base. The debriefing should be led by an aviation management representative of the Receiving Participant. Discussion should include:
 - i) Tanker base operations
 - ii) Briefing and dispatch
 - iii) Operational issues – Safety, effectiveness, efficiencies
 - iv) Logistics
 - v) Recommendations

4.5 WITHDRAWAL

The Sending Participant may withdrawal its' Wildland Fire Management Resources from the Receiving Participant with 24 hours' notice.

4.6 INVOICING AND PAYMENT

Invoicing shall be submitted as one consolidated invoice per season per agency unless otherwise negotiated.

Invoicing and payment procedures are as follows:

4.6.1 Invoicing and payment provisions as specified in Annex B, paragraph (d) should provide for direct payment to the Sending Participant as specified Clauses 4.2.1 or 4.2.2, 4.3.3, 4.3.4, 4.3.5, 4.3.8, and 4.4.1.

4.6.2 Invoices for goods and services, provided by Canada to the United States, and United States to Canada shall be paid in United States currency.

All invoices in Canadian currency shall be converted to US currency using the exchange rate on the "close of business day". The date of the billing invoice shall be used as the conversion date.

NOTE: Canadian invoices should clearly mark and highlight US funds.

4.6.3 All interest charges shall be forgiven for overdue accounts on Government to Government invoices provided payment is made within 4 months of the last date of invoicing document being received by the Receiving Participant.

- 4.6.4 Invoicing shall include the following:
- a) A cover letter identifying the specific resource/reference number(s).
 - b) An original itemized invoice.
 - c) Backup documentation shall provide a complete list of cost incurred by the Sending Participant, in sufficient detail to allow for Receiving Participant to audit/certify.
 - d) Backup documentation shall not be required for flat rate invoicing as provided in Clause 4.2.2 a, except for expenses incurred by the Sending Participant as per Clauses 4.2.2 b and 4.2.2 c.
- 4.6.5 Canadian invoices will be sent to the following address: National Interagency Coordination Center
- Mailstop 220 c/o Susie Stingley-Russell
Center Manager
3833 South Development Avenue
Boise, ID 83705-5354
- 4.6.6 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 in Annex A.

5. SITUATION REPORTING

CIFFC and NIFC will exchange daily wildland fire 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

6. AUTHORIZATION AND AMENDMENTS

The Operating Plan may be amended at any time with the concurrence of the Participating Agencies as specified in Clause 7. This Operating Plan is effective as of the date of last signature in Clause 7, and will remain effective until superseded.

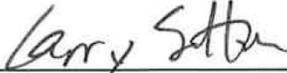
7. PARTICIPATING AGENCIES

PARTICIPATING AGENCIES



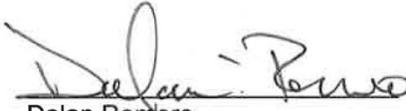
Ron Dunton
Assistant Director
Fire and Aviation Directorate
Bureau of Land Management – NIFC

03/17/16
Date



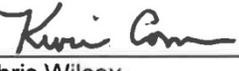
Larry Sutton
Assistant Director Operations
Fire and Aviation Management
U.S. Forest Service – NIFC

03/17/16
Date



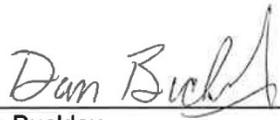
Dalan Romero
Operations Director
Bureau of Indian Affairs – NIFC

3/17/16
Date



Chris Wilcox
Chief, Branch of Fire Management
U.S. Fish & Wildlife Service – NIFC

3/17/16
Date



Dan Buckley
Branch Chief, Wildland Fire
National Park Service – NIFC

3/17/2016
Date

Kim Connors
Executive Director
Canadian Interagency Forest Fire Centre Inc.
(on behalf of the participating Canadian Agencies)

Date

DIRECTORY OF DESIGNATED OFFICIALS

ANNEX A

CANADA

CANADIAN INTERAGENCY FOREST FIRE CENTRE INC.

Connors, Kim Executive Director	Canadian Interagency Forest Fire Centre 1749 Ellice Avenue Winnipeg, Manitoba R3H 1A6	Cell Fax Email	204-784-2030 204-250-1990 204-956-2398 kim.connors@ciffc.ca
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Duty Officer CIFFC	"	Fax Email	204-784-2030 204-956-2398 ciffc@ciffc.ca
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BRITISH COLUMBIA

Maedel, Dave Executive Director	Wildfire Management Branch Ministry of Forests, Lands & Natural Resource Operations Building A, 2nd Floor, 2957 Jutland Road Victoria, B.C. V8W 3E7	24 hour emergency: Fax Email	250-387-6368 250-376-6777 250-387-5685 David.Maedel@gov.bc.ca
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Provincial Wildfire Coordination Officer (Duty Officer) Kamloops, B.C.	Wildfire Management Branch Ministry of Forests, Lands & Natural Resource Operations 3080 Airport Drive, Kamloops, B.C. V2B 7X2	24 hour emergency Cell Fax Email	250-312-3040 250-376-6777 250-318-2324 250-554-5482 provfire@gov.bc.ca
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YUKON

Etches, Mike Director, Fire Management	Wildland Fire Management Protective Services Branch 91790 Alaska Highway Whitehorse, YT Y1A 5X7	Cell Fax Email	867-456-3904 867-332-4591 867-667-3191 mike.etches@gov.yk.ca
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Yukon Duty Officer	"	(Apr-Sept) Fax Email	867-667-3128 867-667-3148 YDO@gov.yk.ca
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ONTARIO

Tithecott, Al Director	Aviation, Forest Fire and Emergency Services Ministry of Natural Resources 70 Foster Drive, Suite 400, Sault Ste. Marie, Ontario, P6A 6V5		705-945-5937 705-945-5785 al.tithecott@ontario.ca
Duty Officer	"	Cell Fax Email	705-945-5751 705-255-1505 705-945-5785 meoc-duty.mnr@ontario.ca

QUEBEC

Normand, Daniel Directeur du centre provincial de lutte	Société de protection des forêts contre le feu Aéroport international Jean-Lesage 715 - 7 ^{ième} rue Sainte-Foy, Québec, G2G 2S7	Fax Email	418-871-3341 x5424 418-874-2629 dnormand@sopfeu.qc.ca
Officier en devoir (Duty Officer) April - Oct	"	Cell Fax Email	418-871-3341 x5425 418-571-3310 418-874-2629 cpl@sopfeu.qc.ca
Fortin, Julie Liaison SOPFEU	Direction de la Protection des des Forêts 5700, 4 ^e Avenue Ouest, bureau A-220 Québec (Québec) G1H 6R1	Fax Email	418-627-8642 x4037 418-643-2368 julie.fortin@mrn.gouv.qc.ca

NEW BRUNSWICK

Mosher, Len Program Manager	Forest Fire Management Section N.B Dept. of Natural Resources 1350 Regent Street, Fredericton, N.B.E3C 2G6	Fax Email	506-444-4166 506-453-2412 len.mosher@gnb.ca
Duty Officer	"	Fax Email	506-453-3335 506-453-2412 provincial.firecentre@gnb.ca

NOVA SCOTIA

Ross, John A/Director	Forest Protection Dept. of Natural Resources P.O. Box 130 Shubenacadie, N.S., B0N 2H0	Fax Email	902-758-7236 902-758-3210 rossjc@gov.ns.ca
Duty Officer		Fax Email	902-758-7230 902-758-3210 protinfo@gov.ns.ca

PRINCE EDWARD ISLAND

Brown, Brian Manager, Forest Fire Protection	Dept. of Agriculture & Forestry Forest, Fish and Wildlife Division P.O. Box 2000 Charlottetown, P.E.I. C1A 7N8	Fax Email	902-368-6431 902-368-4713 BMBROWN@gov.pe.ca
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Duty Officer (work hours)	"	Pager Email	902-368-6730/4800 902-892-2323 fbeachgrove@gov.pe.ca
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NEWFOUNDLAND & LABRADOR

Young, Eric Director	Fire Management and Coordination Section Newfoundland & Labrador Forest Service Dept. of Natural Resources P.O. Box 2006, Fortis Building Corner Brook, Newfoundland A2H 6J8	Fax Email	709-637-2349 709-637-2403 emyoung@gov.nl.ca
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Duty Officer	"	Fax Email	709-637-2328/2653 709-637-2403 nlfswire@gov.nl.ca
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PARKS CANADA

Weir, Jeff National Fire Program Manager	Parks Canada #1550, 635 8 th Ave.SW Calgary, Alberta T2P 3M3	Fax Email	403-292-4775 403-292-4035 jeff.weir@pc.gc.ca
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Duty Officer	"	Cell Email	877-723-4737 fire.management@pc.gc.ca
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CANADIAN FOREST SERVICE

Mallett, Ken Director, Operations and Planning	Northern Forestry Centre Canadian Forest Service 5320 - 122 Street Edmonton, Alberta T6H 3S5	Fax Email	780-435-7201 780-435-7359 ken.mallett@nrcan.gc.ca
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UNITED STATES

Requests for assistance from the U.S.A. to be made to the
NATIONAL INTERAGENCY COORDINATION CENTER (NICC) at the
NATIONAL INTERAGENCY FIRE CENTER (NIFC) in
Boise, Idaho.

NICC Dispatch (24 hours) 208-387-5400

Authorized officials are:

DEPARTMENT OF AGRICULTURE

Larry Sutton Assistant Director, Operations Fire and Aviation Management U.S. Forest Service- NIFC	National Interagency Fire Center 3833 South Development Ave. Boise, Idaho 83705-5354	208-387-5605
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DEPARTMENT OF INTERIOR

Dunton, Ron Assistant Director Fire and Aviation Directorate Bureau of Land Management - NIFC	National Interagency Fire Center 3833 South Development Ave. Boise, Idaho 83705-5354	208-387-5446
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Dalan Romero Operations Director Bureau Indian Affairs – NIFC	National Interagency Fire Center 3833 South Development Ave. Boise, Idaho 83705-5354	208-387-5372
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Chris Wilcox Chief, Branch of Fire Management U.S. Fish & Wildlife Service - NIFC	National Interagency Fire Center 3833 South Development Ave. Boise, Idaho 83705-5354	208-387-5599
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Dan Buckley Branch Chief, Wildland Fire National Park Service - NIFC	National Interagency Fire Center 3833 South Development Ave. Boise, Idaho 83705-5354	208-387-5225
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ARRANGEMENT IN THE FORM OF AN EXCHANGE OF
NOTES BETWEEN THE GOVERNMENT OF CANADA AND
THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Ottawa, May 7, 1982
Effective, May 7, 1982

ARRANGEMENT SOUS FORME D'UN CHANGE DE NOTES ENTRE LE
GOUVERNEMENT DU CANADA ET LE GOUVERNEMENT DES ETATS-UNIS
D'AMERIQUE

Ottawa, le 7 mai, 1982
En vi gueur, le 7 mai , 1982

May 4, 1982

GNG-440

Excellency,

I have the honour 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 honour 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 a participating department or agency in the other country.
- (c) Requests for fire fighting assistance may be made by written communications or through rapid communications 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.

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H.E. Paul H. Robinson, Jr.
Ambassador of the United States of America
Ottawa, Canada

- (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 whenever they are needed for the maintenance of fire fighting at home. Notice of intention 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 honour to propose that this Note, together with its Annex, which is authentic in English and French, 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 assurances of my highest consideration.

Secretary of State
for External Affairs

ANNEX

Government of Canada:

The Department of Indian Affairs and Northern
Development (Northern Affairs Programme)

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 Parks and Renewable
Resources.

EMBASSY OF THE
UNITED STATES OF AMERICA

Ottawa, May 7, 1982

No. 127

Sir:

I have the honor to refer to your Note Number GNG - 440 of May 4, 1982, concerning an arrangement on mutual assistance in fighting forest fires between the Government of United States of America and the Government of Canada.

I have the honor to confirm that it is the desire of my Government to conclude this arrangement as set out in your note of May 4, 1982. Accordingly, I have the further honor to confirm that your note of May 4, 1982 and this reply shall constitute an arrangement to that effect between our two Governments in this matter which shall enter into force as of the date of this reply.

Accept, Sir, the renewed assurances of my highest consideration.

Richard J. Smith
Charge d'Affaires ad interim

The Honorable
Mark MacGuigan,
Secretary of State for External Affairs
Ottawa

No. 396

The Embassy of the United States of America presents its compliments to the Department of External Affairs and has the honor to refer to the arrangement between the Government of the United States and the Government of Canada on mutual assistance in fighting forest fires established by the exchange of Note No. 127 of May 7, 1982, of the Embassy of the United States of America in Ottawa and Note GNG-440 of May 4, 1982, of the Department of External Affairs. In reply to Note 310 of September 13, 1988, of the Canadian Embassy in Washington, the Embassy has the honor to inform the Department of External Affairs that its proposal to add the Government of Prince Edward Island, the Government of Newfoundland and Labrador, and the Government of the Northwest Territories to the list of Canadian participants in the arrangement is acceptable to the Government of the United States of America.

The Embassy therefore confirms that Canadian Embassy Note 310 of September 13, 1988 and its annex, together with this reply, constitute an amendment to the arrangement. The Embassy further confirms that the arrangement enters into force on September 9, 1988.

The Embassy of the United States of America avails itself of this opportunity to renew to the Department of External Affairs the assurances of its highest consideration.

Embassy of the United States of America,
Ottawa, September 21, 1988.

UNGR00006

The Embassy of Canada presents its compliments to the Department of State of the United States of America and has the honour to refer to the arrangement between the Government of Canada and the Government of the United States on mutual assistance in fighting forest fires established by the exchange of Note GNG-440 of May 4, 1982 of the Department of External Affairs and Note No. 127 of May 7, 1982 of the Embassy of the United States of America in Ottawa, and as amended by the exchange of Note No. 310 of September 13, 1988 of the Canadian Embassy in Washington, Note No. 396 of September 21, 1988 of the Embassy of the United States of America in Ottawa, and Note UNGR0268 of September 25, 2003 of the Canadian Embassy in Washington.

The Embassy has the honour to inform the Department of State that the Government of Quebec is added to the list of Canadian participants to the arrangement and that the other, technical changes have been made to clarify those Canadian entities currently participating. The updated and current Annex is attached.

The Embassy of Canada avails itself of this opportunity to renew to the Department of State of the United States of America the assurances of its highest consideration.



Washington, D.C., January 7, 2004

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Annex

Government of Canada	Department of 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 Newfoundland and Labrador	Department of Forest Resources and Lands
Government of the Northwest Territories	Department of Renewable Resources
Government of Nova Scotia	Department of Lands and Forests
Government of Ontario	Ministry of Natural Resources
Government of Prince Edward Island	Department of Energy and Forestry
Gouvernement du Québec	Ministère des Ressources naturelles, de la Faune et des Parcs
Government of Saskatchewan	Department of Tourism and Renewable Resources
Government of Yukon	Department of Community Services

WILDFIRE SUPPRESSION ASSISTANCE ACT
(United States)

PUBLIC LAW 101-11-APR. 7, 1989

103 STAT. 15

Public Law 101-11
101st Congress

An Act

To make permanent the authority provided under the Temporary
Emergency Wildfire Suppression Act.

Apr. 7, 1989
[H.R. 829]

*Be it enacted by the Senate and House of Representatives of the
United States of America in Congress assembled,*

Wildfire
Suppression
Assistance Act.
42 USC 1856m
note

SECTION 1. SHORT TITLE.

This Act may be cited as the "Wildfire Suppression Assistance Act".

SEC. 2. PERMANENT AUTHORITY.

The Temporary Emergency Wildfire Suppression Act (Public Law 100-
428) is amended by repealing section 5.

42 USC 1856p.

Approved April 7, 1989.

LEGISLATIVE HISTORY-H.R. 829:

HOUSE REPORTS: No. 101-5. Pt. 1 (Comm. on Agriculture).
CONGRESSIONAL RECORD, Vol. 135 (1989)

Mar. 14, considered and passed House.
Mar. 17, considered and passed Senate.

29-139 0 - 89 (11)

Public Law 100-428
100th Congress

An Act

To authorize the Secretary of Agriculture and other agency heads to enter into agreements with foreign fire organizations for assistance in wildfire protection.

Sept. 9, 1988
(S.2641)

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That this Act may be cited as the "Temporary Emergency Wildfire Suppression Act".

Temporary
Emergency
Wildfire
Suppression Act.
42 USC 1856a
note.

SEC 2. DEFINITIONS.

As used in this Act-

- (1) the term "fire organization" means any governmental, public, or private entity having wildfire protection resources;
- (2) the term "wildfire protection resources" means personnel, supplies, equipment, and other resources required for wildfire presuppression and suppression activities; and
- (3) the term "wildfire means any forest or range fire.

42 USC 1856a
note.

SEC. 3. IMPLEMENTATION.

42 USC 1856a
note.

(a)(I) The Secretary of Agriculture or the Secretary of the Interior in consultation with the Secretary of State, may enter into a reciprocal agreement with any foreign fire organization for mutual aid in furnishing wildfire protection resources for lands and other properties for which such Secretary or organization normally provides wildfire protection.

- (2) Any agreement entered into under this subsection-
 - (A) shall include waiver by each party to the agreement of all claims against every other party to the agreement for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of such agreement;
 - (B) shall include a provision to allow the termination of such agreement by any party thereto after reasonable notice; and
 - (C) may provide for the reimbursement of any party thereto for all or any part of the costs incurred by such party in furnishing wildfire protection resources for, or on behalf of, any other party thereto.

Claims

(b) In the absence of any agreement authorized under subsection (a), the Secretary of Agriculture or the Secretary of the Interior may-

- (1) furnish emergency wildfire protection resources to any foreign nation when the furnishing of such resources is determined by such Secretary to be in the best interest of the United States, and
- (2) accept emergency wildfire protection resources from any foreign fire organization when the acceptance of such resources is determined by such Secretary to be in the best interest of the United States

(c) Notwithstanding the preceding provisions of this section reimbursement may be provided for the costs incorrect by the Government of Canada or a Canadian organization in furnishing wildfire

Canada

protection resources to the Government of the United States under-

(1) the memorandum entitled "Memorandum of Understanding Between the United States Department of Agriculture and Environment Canada on Cooperation in the Field of Forestry-Related Programs" dated June 25, 1982; and

(2) the arrangement entitled "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 4, 1982.

(d) Any service performed by any employee of the United States under an agreement or otherwise under this Act shall constitute service rendered in the line of duty in such employment. The performance of such service by any other individual shall not make such individual an employee of the United States.

SEC- 4 FUNDS

42 USC 1856a
note.

Funds available to the Secretary of Agriculture or the Secretary of the Interior, for wildfire protection resources in connection with activities under the jurisdiction of such Secretary may be used to carry out activities authorized under agreements or otherwise under this Act, or for reimbursements authorized under section 3(c): *Provided*, That no such funds may be expended for wildfire protection resources or personnel provided by a foreign fire organization unless the Secretary determines that no wildfire protection resources or personnel within the United States are reasonably available to provide wildfire protection.

SEC- 5. TERMINATION DATE.

42 USC 1856a
note.

The authority to enter into agreements under section 3(a), to furnish or accept emergency wildfire protection resources under section 3(b), or to incur obligations for reimbursement under section 3(c), shall terminate on December 31, 1988.

Approved September 9, 1988.

LEGISLATIVE HISTORY-S.2641:

CONGRESSIONAL RECORD, Vol. 184 (1988)

Sept. 8, considered and passed, Senate and House

WEEKLY COMPILATION OF PRESIDENTIAL DOCUMENTS, Vol. 24 (1988):

Sept. 9, Presidential statement