

# International Agreement - Mexico

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## Mexico Support – Policy

**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 Interior of the United States of America, on the one hand, and the Secretariat of Environment, National 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 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.

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5. “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 the 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.

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## **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.

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## 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 following page.*

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**AMENDMENT TO THE WILDFIRE PROTECTION AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE INTERIOR AND  
THE DEPARTMENT OF AGRICULTURE  
OF THE UNITED STATE 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 INTERIOR

/s/ Gale S. Norton

FOR THE UNITED STATES  
DEPARTMENT OF AGRICULTURE  
FOREST SERVICE

/s/ James R. Moseley

FOR THE SECRETARIAT OF ENVIRONMENT  
AND NATURAL RESOURCES OF THE  
UNITED MEXICAN STATES

/s/ Alberto Cardenas

FOR THE NATIONAL FORESTRY COMMISSION  
OF THE UNITED MEXICAN STATES

/s/ Manuel Reed Segovia

**Mexico Support – Operational Guidelines**

**NATIONAL GUIDELINES FOR LOCAL OPERATING PLANS  
FOR THE WILDFIRE 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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## **NATIONAL GUIDELINES FOR LOCAL OPERATING PLANS**

### **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* (hereinafter 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 National 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 to 10 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 Geographic 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 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

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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:

1. Imminent threats to human life.
2. Threats to U.S. property and resource values.
3. Social/political and economic concerns.

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

1. Is the wildfire an immediate threat to lives within the Zone of Mutual Assistance?
2. Is the wildfire an immediate threat to U.S. property and/or resources?
3. Will the cross-border mobilization adversely affect the agencies ability to respond to a domestic incident/emergency?
4. Will the wildfire assignment involve significant health and safety threats to U.S. personnel?
5. Will large numbers of firefighting resources be requested for a long duration assignment?

## **B. Requests Outside 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 Coordination 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 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.

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## **C. Use of Non-Signatory 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:

1. U.S. Customs and Border Protection.
2. Equivalent Government of Mexico offices along the border.
3. CONAFOR offices within Mexico.
4. State, municipal, non-federal offices of 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, air to ground, and ground to ground for all agencies and resources involved in supporting cross-border activities. These procedures will involve, but not limited to, the offices and agencies listed in IV.A.

### **E. Reporting and Recordkeeping**

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

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for the deployment 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:

1. All aircraft operations will be conducted under appropriate Forest Service and/or Office of Aircraft Services (OAS) or agency contract regulations.
2. Airtankers will operate under the supervision of a qualified Air Suppression Module 1 and/or Air Tactical Group Supervisor.
3. 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.
4. Suppression aircraft may include restricted category aircraft. At the time of dispatch, permission must be received from CONAFOR prior to airspace entry.
5. 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.
6. All aircraft will follow normal U.S. Customs re-entry procedures.
7. Only airtankers 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.
8. 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.

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9. 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.

