

International Agreement – New Zealand

New Zealand Support – Policy

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 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 New Zealand 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. **“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.

International Agreement – New Zealand

5. **“Wildfire Suppression Resources”** means personnel, supplies, equipment, and other resources required for presuppression 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

International Agreement – New Zealand

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 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 purpose 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

International Agreement – New Zealand

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.

XI. 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 wildlife 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

International Agreement – New Zealand

- 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.

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

/s/ Gale 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

International Agreement – New Zealand

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**

Table of Contents

- I. Purpose
- II. Contract
- III. Definitions
- IV. General Procedures
 - A. Request for Wildfire Assistance
 - B. Personnel
 - C. Equipment and Supplies
 - D. Recall
 - E. Personal Injury, Death, and Public Liability Insurance Coverage
 - F. Billing and Payment
 - G. Situation Reporting
 - H. Review, Amendment, and Termination
 - I. Governing Law and Jurisdiction
 - J. Counterparts
- V. Participating Agencies

ANNUAL OPERATING PLAN

- I. Purpose

International Agreement – New Zealand

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 Australian 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. Request 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:

International Agreement – New Zealand

- Personnel: The full name, country of citizenship, date and country of birth, personal identification number (e.g., Social Security), passport number, home base, and departure point.
- Equipment: The item, quantity and serial numbers, carrier and bill of lading number, and 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 Australian 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 contracts in existence within the New 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

International Agreement – New Zealand

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 Participant's 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

International Agreement – New Zealand

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 offenses, 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.

International Agreement – New Zealand

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 Participating 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, and Public Liability 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 of 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 tortious 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

International Agreement – New Zealand

subject of any claim by any person arising out of tortious 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 it.

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. Department 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 State wildfire suppression resource 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 overdue 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.

International Agreement – New Zealand

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 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.

V. 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

/s/ Larry Hamilton

International Agreement – New Zealand

**Assistant Director
Wildland Fire Operations
US Forest Service – NIFC**

Date: 8/5/02

/s/ Sue Vap
**Fire Director
National Park Service – NIFC**

Date: 8/05/02

/s/ Roger Spaulding
**Fire Director
Fish and Wildlife Service – NIFC**

Date: 8/5/02

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

Date: 8/05/02

**Director
Office of Fire and Aviation
Bureau of Land Management – NIFC**

Date: 8/5/02

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

Date: 8/05/02

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

Date: 8/05/02