



CANADA/UNITED STATES RECIPROCAL FOREST FIRE FIGHTING ARRANGEMENT

DATED: May 14, 2024

OPERATING PLAN FOR 2024

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OPERATING PLAN – 2024

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 or compact agreements. Local agencies sharing common international borders are encouraged to enter into "Border Agreements" to facilitate pre-suppression and suppression on fires posing common threat. Canada or the United States may, pursuant to this operating plan and associated authorities (see Section 3. Authority), request and receive forest fire fighting assistance from the other country.

2. DEFINITIONS

“Agency Representative (AREP)/Interagency Resource Representative (IARR)” A representative assigned by a Sending Participant based at the incident or local level to provide liaison services. The AREP/IARR has been delegated authority to make decisions on matters affecting the sending participant’s resources at the incident or local level. The AREP/IARR reports to the Senior Representative (SREP), or to the International Liaison INLO, or in their absence directly to the Sending Participant’s Coordinating Authority.

“Arrangement” means the Arrangement Between the Department of Agriculture and the Department of the Interior of the United States of America and the Department of Natural Resources of Canada Concerning the Exchange of Wildland Fire Management Resources Participants dated July 22, 2023;

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

“Coordinating Authority” means the institution or area/office/department designated by Participants, of the Arrangement, authorized to request and receive resources for Wildland Fire Management as well as for coordinating their use.

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

“International Liaison (INLO)” A representative of the Sending Participant(s) based at the Receiving Participants' Coordinating Authority to provide liaison and coordination services. The INLO has delegated authority to make decisions on matters affecting the Sending Participants' resources in the Receiving Participants' country. The INLO reports directly to the Sending Participants' Coordinating Authority.

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

“Other Areas of Cooperation” Means Support Actions and Exchanges as defined in the Arrangement, Section 9(a).

“Participant” means a Canadian or American signatory to the 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;

“Senior Representative (SREP)” A representative of the Sending Participant based at either a Provincial Fire Centre or a Geographic Area Coordination Center (GACC) to provide liaison services. The SREP

has been delegated authority to make decisions on matters affecting the Sending Participant's resources within that jurisdiction. The SREP reports to the INLO or in their absence directly to the Sending Participant's Coordinating Authority.

“Wildland Fire” Any fire that is burning in and consumes natural fuels: forest, brush, tundra, grass, etc. Includes wildfires and prescribed fires. For the purposes of this operating plan the Term “Wildland Fire” is used synonymously with “wildfire”.

“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

Between the Department of Agriculture and the Department of the Interior of the United States of America and the Department of Natural Resources of Canada Concerning the Exchange of Wildland Fire Management Resources on July 22, 2023 (Annex B) and further defined in Public Law 101-11 [(HR 829) (Annex C)].

4. GENERAL PROCEDURES

4.1. REQUESTS FOR WILDLAND FIRE MANAGEMENT ASSISTANCE

Requests for assistance shall be carried out through the country's 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 each year as specified in Annex B, section 6b (i).

4.1.4. For general information on invoicing and payment as per Clause 4.6 of this Plan, 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, at least 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:
 - Full Legal Name as it appears on their Passport
 - Citizenship
 - Date and country of birth
 - Home base
 - Departure point
 - Passport Number

- Passport I/Expiration Date
 - Passport Country of Issue
- 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
 - Port 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)
 - Port of Entry
 - Additionally, in the case of Aircraft crew, licenses, permits or authorizations as appropriate

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

- Carrier/Vendor
- Registration number
- Flight number

Customs Declaration forms shall be completed for presentation to Customs & Immigration at Port 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, and vehicle hire, as well as other expenditures supported by receipts shall be reimbursed to the Sending Participant.
- c) Where accommodation and meals are not provided by the Receiving Participant, expenses shall be reimbursed under the Sending Participant per diem regulations.
- d) An INLO 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 shall cover the cost of travel, accommodation, meals, daily incidentals, and all associated payroll costs for the INLO. Rental vehicle cost may be recoverable based on the requirements as approved by the Receiving Participant.

- e) Communication equipment (smart devices) when requested/approved through the resource order will be compensated at a flat rate of \$15/day.

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, and vehicle hire 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.
- d) An INLO 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 shall cover the cost of travel, accommodations, meals, daily incidentals and associated daily flat rate for the INLO. Rental vehicle cost may be recoverable based on the requirements as approved by the Receiving Participant.
- e) Sending Participant agrees to compensate their personnel at a rate in compliance with Receiving Participants minimum wage and overtime laws.
- f) Communication equipment (smart devices) when requested/approved through the resource order will be compensated at a flat rate of \$15/day.

4.2.3. The parties to the 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 Senior Representative (SREP) or Agency Representative (AREP/IARR) or the Sending Participant Designated Official.

4.2.6. When appropriate, the Sending Participant and Receiving Participant will provide for adequate liaison.

The INLO, AREP/IARR or SREP from the Sending Participant will be responsible for the health, safety, welfare, and commissary needs of the Sending Participant personnel.

- a) Either Coordinating Authority may request an INLO to assist at the respective National Interagency Centre/Center, with the mobilization, management, demobilization of resources.
- b) The INLO, through their Coordinating Authority, may request assistance at a Regional Centre/GACC. The regional SREP shall coordinate the resources and AREPs/IARRs assigned to that region and shall report to the INLO.

4.2.7. All Sending Participant personnel shall receive a pre-deployment orientation package 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 workday within the Receiving Participant's Country, including orientation.
- 4.2.9. All personnel shall carry a passport with an unexpired validity through to the end of the deployment.
- 4.2.10. A felony, criminal conviction, and certain misdemeanors such as DUI/DWI may prohibit entry of personnel from the Sending Participant to the Receiving Participant's country. The Sending Participant is responsible for making any necessary inquiries in this regard and ensuring that all Sending Participant personnel are eligible for entry.
- 4.2.11. Employment status of personnel engaged in wildland fire management.
- 4.2.12. Controlled substances (i.e. prescription drugs) must remain in their original labelled container or be accompanied by the prescription.
- 4.2.13. 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.
- 4.2.14. 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 positions shall meet the US Work Capacity Test at the appropriate level of qualification ordered. The Arduous level fitness test requires the individual to perform a three-mile walk with a 45-pound pack in 45 minutes.
- 4.2.15. 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. Payment for medical services shall be covered directly by the Receiving Participant until the employee is returned to the fireline or to the Sending Participant.
- 4.2.16. 4.2.16 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. WORKERS COMPENSATION AND INSURANCE COVERAGE

- 4.3.1. Prior to a Sending Participant's human resources leaving their home country, the Sending Participant shall confirm that existing workers compensation arrangements cover liability for personal injury, compensation and death for each of their human resources responding to the Receiving Participant's request for Wildland Fire Management Assistance. The Receiving Participant shall not be liable for any workers compensation or other insurance costs except as agreed in advance between the Participants.
- 4.3.2. 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.

4.4. WAIVER OF CERTAIN CLAIMS

- 4.4.1. Subject to clause 4.4.3, each Participant hereby waives its claims against the other Participant for compensation for loss, damage, personal injury, or death occurring as a consequence of the performance of Wildland Fire Management Assistance under this Plan.

4.4.2. Participants shall, by contract or otherwise, extend the cross-waiver of liability set forth in sub clause 4.4.1 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 Plan.

4.4.3. The cross waiver of liability set forth in sub clause 4.4.1. shall not apply to:

- a) claims between a Participant and its agencies, employees, contractors, subcontractors, or agents;
- b) claims arising from willful misconduct or wanton indifference for the consequences.

4.5. STATUS OF PERSONNEL

4.5.1. Any service performed in furtherance of this Plan by personnel of a Participant shall be considered as a service performed on behalf of that Participant.

4.5.2. The performance of a service under this Plan by any employee, contractor, subcontractor, or agent of one the Participants shall in no case render such person an employee, contractor, subcontractor, or agent of the other Participant.

4.6. EQUIPMENT AND SUPPLIES

4.6.1. Equipment provided by the Sending Participant remains the property of the Sending Participant.

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

4.6.3. 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.

4.6.4. 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.

4.6.5. 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.

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

4.6.7. It is recommended that all equipment and/or supplies be documented in the specified format with the respective Sending Participant Country Customs authority prior to mobilization.

4.6.8. All transportation costs of equipment and/or supplies sent by the Sending Participant shall be reimbursed by the Receiving Participant.

4.7. AIRCRAFT

(This section applies to government contracted and government owned aircraft)

4.7.1. 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, as well as 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.

4.7.2. There shall be no charge for days where the aircraft is unserviceable but may be prorated for partial days at the Sending Participant discretion.

4.7.3. 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

4.7.3.1 Mutual aid aircraft may not meet all specifications that the Receiving Participant requires of their contract aircraft.

4.7.3.2 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.

4.7.3.3 The Receiving Participant reserves the right to inspect the aircraft and personnel qualifications prior to being put into service.

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

4.7.5. Aircraft shall have USMCA trade agreement authorization to operate in the Receiving Participant country.

4.7.6. 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.

4.7.7. Every effort shall be made by the Receiving Participant to either provide fuel or arrange for payment (fuel cards). On occasion the Sending Participant may be required to pay for some of their fuel requirements; all associated costs will be billed back to the Receiving Participant.

4.7.8. 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.

4.7.9. 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
- c) A summary of debriefing documentation shall be provided to the Coordinating Authorities.

4.8. WITHDRAWAL

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

4.9. 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:

- 4.9.1. 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.
- 4.9.2. 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.

The Receiving Participant bears responsibility for any exchange rate fluctuations affecting invoices, and the payment must be for the full amount as calculated in the Sending Participant's currency.

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

- 4.9.3. All interest charges shall be forgiven for overdue accounts on Government-to-Government invoices provided payment is made within four months of the last date of invoicing document being received by the Receiving Participant.
- 4.9.4. 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.

4.9.5. CIFFC will broker all Canadian invoices to the United States and coordinate payments to the sending Canadian Agency. All Canadian agency invoices shall be sent to CIFFC for processing. CIFFC will, in turn, invoice the United States at the following address:

National Interagency Coordination Center
Mailstop 220 c/o NICC Center Manager
3833 South Development Avenue Boise, ID 83705-5354

4.9.6. 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. Electronic copies of invoices are acceptable and should be sent to the designated official with a copy to the agency specific finance contact (to be provided by CIFFC.).

5. AUTHORIZATION AND AMENDMENTS

The Operating Plan may be amended at any time with the concurrence of the Participating Agencies as specified in Clause 6. This Operating Plan is effective as of the date of last signature in Clause 6, and will remain effective until superseded.

6. PARTICIPATING AGENCIES

Dave Haston
NMAC Chair
(on behalf of the participating United States of America Agencies)

Date



May 15, 2024

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

Date

ANNEX A – DIRECTORY OF DESIGNATED OFFICIALS

CANADA

Canadian Interagency Forest Fire Centre Inc.

Connors, Kim Executive Director	Canadian Interagency Forest Fire Centre 1749 Ellice Avenue Winnipeg, MB R3H 1A6	Cell Email	204-784-2030 204-250-1990 Kim.Connors@ciffc.ca
Duty Officer		Email	204-784-2030 ciffc@ciffc.ca

British Columbia

Schweitzer, Rob Executive Director	BC Wildfire Service Ministry of Forests, Lands & Natural Resource Operations 3080 Airport Drive Kamloops, BC V2B 7X2	Email	250-320-0433 Rob.Schweitzer@gov.bc.ca
Provincial Coordination (Duty Officer)	Wildfire Officer	24-hour emergency Fax Email	250-312-3000 250-376-6777 250-554-5428 provfire@gov.bc.ca

Yukon

Bailey, Devin Director	Wildland Fire Management Protective Services Branch 91790 Alaska Highway Whitehorse, YT Y1A 5X7	Cell Fax Email	867-332-1903 867-667-3191 Devin.Bailey@yukon.ca
Duty Officer		April – Sept Fax Email	867-667-3128 867-667-3148 YDO@yukon.ca

Alberta

Schmitte, Bernie Executive Director	Wildfire Management Branch Agriculture, Forestry & Rural Economic Development Suite 108, 7000-113 Street Edmonton, AB T6H 5T6	Fax Email	780-293-5913 780-415-1509 Bernie.Schmitte@gov.ab.ca
Duty Officer		Fax Email	780-415-6460 780-415-1509 Pffc.wfops@gov.ab.ca

Northwest Territories

Gravel, Mike Director	Forest Management Division Resources, Wildfire & Economic Development 149 McDougal Road, Box 7 Fort Smith, NT X0E 0P0	Fax Email	867-872-7724 867-872-2077 Mike.Gravel@gov.nt.ca
Duty Officer		Fax Email	867-872-7710 867-872-2077 Duty_Officer@gov.nt.ca

Saskatchewan

Roberts, Steve J. Executive Director	Saskatchewan Public Safety Agency PO Box 5005, Hwy #2 North Price Albert, SK S6V 6W9	Fax Email	306-953-2206 306-953-3575 Steve.Roberts@gov.sk.ca
Duty Officer		Fax Email	306-953-3430 306-953-2530 ffmbdispatch@gov.sk.ca

Manitoba

Simmons, Earl
Director
Manitoba Wildfire Service
Department of Economic
Development, Trade and
Natural Resources
Box 10, 14 Fultz Road
Winnipeg, MB R3Y OL6
204-945-6005
204-340-5307
204-945-7782
Email Earl.Simmons@gov.mb.ca

Duty Officer
204-945-5252
204-945-7782
Fax
Email hqfire@gov.mb.ca

Ontario

Cuthbertson, Chris
Director
Aviation, Forest Fire and Emergency
Services
Ministry of Natural Resources
70 Foster Drive, Suite 400
Sault Ste. Marie, ON P6A 6V5
706-457-7119
705-945-5785
Fax
Email Chris.Cuthbertson@ontario.ca

Duty Officer
705-945-571
705-255-1505
705-945-5785
Cell
Fax
Email meoc-mail.mnr@ontario.ca

Quebec

Rousseau, Eric
Directeur général
Société de protection des
forêts contre le feu
Aéroport international Jean-Lesage
715 - 7^{ième} rue
Québec, QC G2G 2S7
418-871-3341 ext. 5401
418-874-2627
Fax
Email erousseau@sopfeu.qc.ca

Officier en devoir
(Duty Officer)
April – Oct
Cell
Fax
Email
418-871-3341 ext. 5425
418-571-3310
418-874-2629
cpl@sopfeu.qc.ca

Lacroix, Stebastien
Liaison SOPFEU
Direction de la Protection
des Forêts
5700, 4e Avenue Ouest,
bureau A-220
Québec, QC G1H 6R1
418-627-8646 ext. 704105
418-643-2368
Fax
Email Sebastien.Lacroix@mffp.gouv.qc.ca

New Brunswick

Adams, Troy
Director
Forest Fire Management Section
Department of Natural Resources
PO Box 6000
High John Flemming Forestry Complex
Fredericton, NB E3B 5H1
506-440-9332
506-453-2412
Fax
Email Troy.Adams@gnb.ca

Duty Officer
506-453-3335
506-453-2412
Fax
Email Provincial.firecentre@gnb.ca

Nova Scotia

Rudderham, Jim
Director
Fleet and Forest Protection
Natural Resources and Renewables
PO Box 130
Shubenacadie, NS B0N 2H0
902-758-7216
902-758-3210
Fax
Email Jim.Rudderham@novascotia.ca

Duty Officer
902-758-7230
902-758-3210
Fax
Email Wildfire.Centre@novascotia.ca

Prince Edward Island

Montigny, Mike
Manager, Field
Services
Forest, Fish and Wildlife Division
Agriculture and Forestry
PO Box 2000
Charlottetown, PE C1A 7N8
902-368-4709
902-368-4713
Fax
Email mmontigny@gov.pe.ca

Duty Officer
902-218-9076
902-892-2323
Pager

<u>Newfoundland and Labrador</u>		Email	mmontigny@gov.pe.ca
Morgan, Wes	Forest Engineering and Industry		709-637-2350
Director, Forest Fire	Services	Fax	709-637-2403
Management	Fisheries, Forestry and Agriculture	Email	wesleymorgan@gov.nl.ca
	PO Box 2006		
	Corner Brook, NL A2H 7R9		
Duty Officer		Email	709-637-2328/2653 nlfsfire@gov.nl.ca

<u>Parks Canada</u>			
Martel, Pierre	National Fire Management Branch		902-401-5789
Director	Parks Canada	Fax	403-292-4408
	PO Box 236	Email	Pierre.Martel@pc.gc.ca
	Maitland Bridge, NS BOT 1B0		

<u>Canadian Forest Service</u>			
Morissette, Julienne	Northern Forestry Centre		825-510-1268
Director, Operations	Canadian Forest Service	Fax	825-510-1119
and Planning	5320 – 122 Street	Email	Julienne.Morissette@nrcan-rncan.gc.ca
	Edmonton, AB T6H 3S5		

UNITED STATES

Requests for assistance from the U.S.A. to be made to the
National Interagency Coordination Centre (NICC) at the
National Interagency Fire Centre (NIFC) in
Boise, Idaho

NICC Dispatch (24-hours): 208-387-5400

Authorized officials are:

Department of Agriculture

Dave Haston
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

Department of Interior

Grant Bebee
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

Josh Simmons
Branch Chief
Wildland Fire
Bureau of Indian Affairs – NIFC

National Interagency Fire Center
3833 South Development Ave.
Boise, Idaho 83705-5354

208-387-5372

Ed Christopher
Branch Chief
Fire Management
U.S. Fish & Wildlife Service – NIFC

National Interagency Fire Center
3833 South Development Ave.
Boise, Idaho 83705-5354

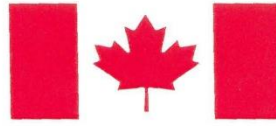
208-387-5599

Jason Fallon
Branch Chief
Wildland Fire
National Park Service – NIFC

National Interagency Fire Center
3833 South Development Ave.
Boise, Idaho 83705-5354

208-387-5225

ANNEX B



**ARRANGEMENT BETWEEN
THE DEPARTMENT OF AGRICULTURE AND THE DEPARTMENT OF THE INTERIOR
OF THE UNITED STATES OF AMERICA
AND THE DEPARTMENT OF NATURAL RESOURCES OF CANADA
CONCERNING THE EXCHANGE OF WILDLAND FIRE MANAGEMENT RESOURCES**

THE DEPARTMENT OF AGRICULTURE AND THE DEPARTMENT OF THE INTERIOR OF THE UNITED STATES OF AMERICA (THE “U.S. DEPARTMENTS”), AND THE DEPARTMENT OF NATURAL RESOURCES OF CANADA (THE “CANADIAN DEPARTMENT”), hereinafter jointly referred to as the “Departments”,

CONSIDERING the common shared values and the breadth and depth of collaboration between the United States and Canada in the areas of natural resources and safety;

CONSIDERING that successful wildland fire management depends on effective fire prevention, detection, and pre-suppression, having an adequate fire suppression capability, and consideration of fire ecology relationships;

RECOGNIZING that it is desirable and in the public interest to enhance the provision of mutual assistance in wildland fire management, including pre-suppression, suppression, post-fire restoration, information sharing, training, research, innovation, and exchange of resources for combating fire;

HAVE REACHED the following understanding:

1. PURPOSE

The purpose of this Arrangement Concerning the Exchange of Wildland Fire Management Resources (“Arrangement”) is to:

- (i) help facilitate Wildland Fire Management Resources originating in one country to cross international borders in order to suppress wildland fires in the other country consistent with Border or Common Zone arrangements that are established between the United States and Canada;
- (ii) set out the procedures for the exchange of Wildland Fire Management Resources between the United States and Canada; and
- (iii) establish a framework encouraging the Participants to support mutual assistance and to facilitate cooperation between them.

2. DEFINITIONS

For the purposes of this Arrangement:

“Border or Common Zone” means the area of up to 16 kilometers (10 miles) on each side of the border between the United States and Canada;

“Coordinating Authorities” means the entities designated respectively by the U.S. Departments and Canadian Department to coordinate the activities of the Participants:

- (i) for the U.S. Departments: the National Interagency Coordination Center;
- (ii) for the Canadian Department: the Canadian Interagency Forest Fire Centre Inc.;

“Operating Plan” means the Operating Plan referred to in paragraph 6 of this Arrangement;

“Participant” means

- (i) a Recognized Wildland Fire Management Organization operating within the Departments’ respective national jurisdictions, including:
 - (A) U.S. Department of Agriculture (USDA) Forest Service;
 - (B) Bureau of Indian Affairs;
 - (C) Bureau of Land Management;
 - (D) National Park Service;
 - (E) U.S. Fish and Wildlife Service;
 - (F) Canadian Forest Service;
 - (G) Parks Canada;
 - (H) Alberta Ministry of Forests, Parks and Tourism;
 - (I) British Columbia Ministry of Forests;
 - (J) Manitoba Natural Resources and Northern Development;
 - (K) New Brunswick Department of Natural Resources and Energy Development;
 - (L) Newfoundland & Labrador Department of Fisheries, Forestry and Agriculture;
 - (M) Northwest Territories Department of Resources, Wildlife & Economic Development;
 - (N) Nova Scotia Department of Natural Resources and Renewables;
 - (O) Ontario Ministry of Natural Resources and Forestry;

- (P) Prince Edward Island Department Agriculture and Land;
 - (Q) Société de protection des forêts contre le feu du Québec;
 - (R) Saskatchewan Public Safety Agency;
 - (S) Yukon Wildland Fire Management;
- (ii) any other Recognized Wildland Fire Management Organization approved by both the U.S. and Canadian Departments that subsequently signs the Operating Plan;

“Receiving Participant” means a Participant receiving Wildland Fire Management Resources under the Operating Plan;

“Recognized Wildland Fire Management Organization” means a federal, state, provincial or territory government agency with legal responsibility for Wildland Fire Management;

“Sending Participant” means a Participant sending Wildland Fire Management Resources under the Operating Plan;

“Wildland” means an area in which urban 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” means any planned or unplanned fire occurring in a Wildland, regardless of the ignition source;

“Wildland Fire Management” means all activities, including Wildland Fire Preparedness, for the protection of forest and other vegetation values from fire, and the use of fire to meet forest management goals and objectives. It involves, but is not intended to be limited to, the strategic integration of such factors as knowledge of fire regimes, probable fire effects, values at risk, level of forest protection required, cost of fire-related activities, and prescribed fire technology into multiple-use planning, decision-making, and appropriate activities to accomplish stated resource management objectives;

“Wildland Fire Management Assistance” means assistance with Wildland Fire Management, including sharing personnel, Wildland Fire Management information, technology, skills, training, research and innovations for the purpose of improving the Participants’ Wildland Fire Management capabilities and knowledge;

“Wildland Fire Management Resources” means human resources, equipment, and supplies, including aircraft, available or potentially available for Wildland Fire Management; and

“Wildland Fire Preparedness” means all activities in advance of fire occurrence to ensure effective suppression action, including participation in prescribed burns, planning and organizing Operating Plans, recruiting and training personnel, procuring equipment and supplies, maintaining fire equipment and fire control improvements, and negotiating cooperative and mutual assistance arrangements.

3. REQUEST FOR WILDLAND FIRE MANAGEMENT RESOURCES

- (a) The Departments understand that:
- (i) a Participant may request Wildland Fire Management Assistance from another Participant. Consistent with the Operating Plan, the Participants are expected to transmit and receive such requests in writing through the appropriate Coordinating Authority. In case of urgency, a Participant may make requests for assistance verbally, but is expected to confirm these requests in writing within 24 hours;
 - (ii) a request by a Participant in one country for assistance for Wildland Fire Management Resources originating in the other country is expected to meet the requirements set out in the Operating Plan;
 - (iii) until the Operating Plan is established under this Arrangement, the Participants may continue to use the Operating Plan that is existing upon signature of this Arrangement;
 - (iv) this Arrangement does not preclude a Participant from working independently or with other institutions or organizations.
- (b) The Departments intend to ensure that requests for assistance for Wildland Fire Management Resources meet the requirements set out in the Operating Plan.

4. PROVIDING ASSISTANCE FOR WILDLAND FIRE MANAGEMENT RESOURCES

The Departments understand that:

- (i) a Sending Participant is expected to immediately consider a request for Wildland Fire Management Resources from a Receiving Participant, and to the fullest extent practicable and reasonable, promptly answer such a request;
- (ii) the Participants and Coordinating Authorities are expected to determine the specific terms and process of any requests and any provision of assistance for Wildland Fire Management Resources, consistent with the Operating Plan;
- (iii) a Receiving Participant is expected to reimburse a Sending Participant for the expenses incurred in the sending, refurbishing or replacement of Wildland Fire Management Resources consistent with the Operating Plan;

- (iv) a Receiving Participant may organize and direct a Sending Participant's Wildland Fire Management Assistance as necessary to meet that Receiving Participant's Wildland Fire Management objectives effectively and efficiently, except for certain assignments for which the consent of that Sending Participant may be required as detailed in the Operating Plan;
- (v) a Sending Participant may withdraw some or all of its Wildland Fire Management Resources as outlined in the Operating Plan;
- (vi) a Sending Participant is expected to provide its personnel with all the safety equipment needed to meet their requirements. Additional safety equipment required by a Receiving Participant is expected to be detailed in the Operating Plan;
- (vii) activities carried out under the Operating Plan and consistent with this Arrangement are subject to the availability of the funds and resources of the Departments and Participants.

5. ENTRY AND EXIT OF WILDLAND FIRE MANAGEMENT RESOURCES

The Departments intend to use their best efforts to facilitate entry into and exit from the United States and Canada, as applicable, for all Wildland Fire Management Resources used or intended for use in Wildland Fire Management activities in conformity with this Arrangement.

6. OPERATING PLAN

- (a) The Departments understand that:
 - (i) the Coordinating Authorities, in coordination with the Participants, are expected to initially prepare and sign the Operating Plan as soon as possible following the signing of this Arrangement;
 - (ii) a Participant may cease to participate under the Operating Plan at any time and is expected to provide written notice to the Coordinating Authority of its country's Department(s). This is not expected to affect the implementation of any Wildland Fire Management activity initiated prior to its cessation of participation;
 - (iii) the Operating Plan and any modification thereto are expected to be jointly approved in writing by the Coordinating Authorities;
 - (iv) the Participants are expected to review the Operating Plan annually in coordination with the Departments.
- (b) The Departments intend that the Operating Plan:
 - (i) identifies designated officials in charge of Wildland Fire Management for purposes of this Arrangement;

- (ii) sets forth specific criteria and procedures for responding to requests for Wildland Fire Management Assistance;
- (iii) establishes procedures for efficient and timely communication of relevant information between designated points of contact;
- (iv) identifies the existing procedures and requirements to allow entry and exit into each country for Wildland Fire Management Resources;
- (v) specifies the conditions, costs and procedures for the reimbursement of a Sending Participant's expenses incurred in the sending, refurbishing or replacement of Wildland Fire Management Resources;
- (vi) includes provisions on the procedures that apply to liability and cross-waiver of claims for compensation for loss, damage, personal injury or death arising in consequence of the performance of an activity under this Arrangement consistent with the domestic laws of the Departments;
- (vii) provides for the acceptance or establishment of equivalent standards for qualifications, including physical fitness, training and experience;
- (viii) provides the procedure for the withdrawal of Wildland Fire Management Resources by a Sending Participant;
- (ix) includes provisions on the employment status of personnel engaged in Wildland Fire Management;
- (x) stipulates limits to liability arising from willful misconduct; and
- (xi) defines specific payment procedures to facilitate compensation of the Sending Participant's human resources at a rate not less than equivalent to the Receiving Participant's minimum wage and overtime domestic laws.

7. STATUS OF PARTICIPANTS

The Departments understand that, unless they decide otherwise in writing:

- (i) any service performed under the Operating Plan consistent with this Arrangement by a Participant is expected to constitute service performed on behalf of that Participant; and
- (ii) the performance of a service under the Operation Plan consistent with this Arrangement by any employee, contractor, sub-contractor, or agent of one Participant to the other Participant is not expected to render such person an employee, contractor, sub-contractor or agent of the other Participant.

8. INSURANCE, RISK AND LIABILITY

The Departments understand that all matters of insurance, risk and liability are expected to be addressed in the Operating Plan.

9. OTHER AREAS OF COOPERATION

- (a) The Departments intend to cooperate in the following areas, in addition to the provision of Wildland Fire Management Resources:
 - (i) information, including Wildland Fire Management information;
 - (ii) technology;
 - (iii) skills;
 - (iv) training; and
 - (v) research and innovations.
- (b) The Departments may share, for the purpose of improving their Wildland Fire Management capabilities, their knowledge in accordance with their respective national laws.
- (c) The Departments understand that the Participants and Coordinating Authorities are expected to jointly decide on the costs, in writing, prior to their participation in other areas of cooperation under paragraph 9(a).

10. DIFFERENCES

The Departments intend to resolve any differences resulting from the interpretation or application of this Arrangement through consultations.

11. STATUS


This Arrangement is not legally binding.

12. FINAL DISPOSITIONS

- (a) This Arrangement is intended to become effective on the date of last signature by the Departments.
- (b) The Departments may modify this Arrangement upon their mutual written consent.
- (c) A Department may discontinue its participation in this Arrangement at any time and should provide a written notice to the other Departments.

- (d) The Departments understand that any Wildland Fire Management activity initiated prior to the discontinuation is expected to be conducted consistent with this Arrangement until completion.

SIGNED in duplicate, at *Ottawa* on this *22nd* day of *July* 2023,
in the English and French languages.



FOR THE DEPARTMENT OF AGRICULTURE
AND THE DEPARTMENT OF THE INTERIOR
OF THE UNITED STATES OF AMERICA



FOR THE DEPARTMENT OF NATURAL
RESOURCES OF CANADA



**ARRANGEMENT ENTRE
LE DEPARTMENT OF AGRICULTURE ET LE DEPARTMENT OF THE INTERIOR
DES ÉTATS-UNIS D'AMÉRIQUE
ET LE MINISTÈRE DES RESSOURCES NATURELLES DU CANADA
CONCERNANT L'ÉCHANGE DE RESSOURCES DE GESTION DES FEUX DE VÉGÉTATION**

LE DEPARTMENT OF AGRICULTURE ET LE DEPARTMENT OF THE INTERIOR DES ÉTATS-UNIS D'AMÉRIQUE (LES « DÉPARTEMENTS AMÉRICAINS ») ET LE MINISTÈRE DES RESSOURCES NATURELLES DU CANADA (LE « MINISTÈRE CANADIEN »), ci-après désignés conjointement les « Ministères »,

CONSIDÉRANT les valeurs partagées communes et la portée et l'ampleur de la collaboration entre les États-Unis et le Canada dans les domaines des ressources naturelles et de la sécurité;

CONSIDÉRANT que la gestion réussie des feux de végétation dépend de la prévention, détection et présuppression efficaces des incendies, d'une capacité de suppression des incendies adéquate et de la prise en considération des relations mises en évidence par l'écologie du feu;

RECONNAISSANT qu'il est souhaitable et dans l'intérêt public d'améliorer la prestation d'une assistance mutuelle en matière de gestion des feux de végétation, notamment la présuppression, la suppression, la restauration après incendie, le partage d'informations, la formation, la recherche, l'innovation et l'échange de ressources pour la lutte contre les incendies;

SE SONT ENTENDUS sur ce qui suit :

1. OBJECTIF

Le présent Arrangement concernant l'échange de ressources de gestion des feux de végétation (« Arrangement ») a pour objectif de :

- i) contribuer à faciliter les transferts transfrontaliers de ressources provenant d'un pays afin de supprimer les feux de végétation dans l'autre pays, conformément aux arrangements visant les frontières ou les zones communes établis entre les États-Unis et le Canada;
- ii) énoncer les procédures pour l'échange de ressources de gestion des feux de végétation entre les États-Unis et le Canada;
- iii) établir un cadre de travail qui encourage les Participants à appuyer l'assistance mutuelle et à faciliter la coopération entre eux.

2. DÉFINITIONS

Aux fins d'application du présent Arrangement :

« **assistance à la gestion des feux de végétation** » s'entend d'une assistance à la gestion des feux de végétation, y compris le partage de personnel ainsi que d'informations, de technologie, de compétences, de formation, de recherche et d'innovations relatives à la gestion des feux de végétation dans le but d'améliorer les capacités et les connaissances des Participants en la matière;

« **Autorités de coordination** » s'entend des entités désignées respectivement par les Départements américains et le Ministère canadien pour la coordination des activités des Participants :

- i) pour les Départements américains : le National Interagency Coordination Center;
- ii) pour le Ministère canadien : le Centre interservices des feux de forêt du Canada inc.;

« **feu de végétation** » s'entend de tout feu volontaire ou involontaire survenant dans une terre en friche, sans égard à la source d'inflammation;

« **frontière ou zone commune** » s'entend de la zone qui s'étend jusqu'à 16 kilomètres (10 miles) de chaque côté de la frontière entre les États-Unis et le Canada;

« **gestion des feux de végétation** » s'entend de toutes les activités, y compris la préparation aux feux de végétation, pour la protection des forêts et des autres ressources végétales contre les incendies et l'utilisation du feu pour satisfaire aux objectifs de gestion des forêts. Cette notion fait appel, sans être censée s'y limiter, à l'intégration stratégique de facteurs tels que la connaissance des régimes des feux, les répercussions probables de ceux-ci, les ressources à risque, le niveau de protection forestière requis, le coût des activités liées aux incendies, et la technologie du feu prescrite pour la planification d'utilisations multiples, la prise de décisions et les activités appropriées permettant de satisfaire aux objectifs de gestion des ressources énoncés;

« **organisation de gestion des feux de végétation reconnue** » s'entend d'un organisme gouvernemental fédéral, étatique, provincial ou territorial ayant juridiquement compétence en matière de gestion des feux de végétation;

« **Participant bénéficiaire** » s'entend d'un Participant qui reçoit des ressources de gestion des feux de végétation dans le cadre du Plan opérationnel;

« **Participant fournisseur** » s'entend d'un Participant qui fournit des ressources de gestion des feux de végétation dans le cadre du Plan opérationnel;

« **Participant** » s'entend

- i) d'une organisation de gestion des feux de végétation reconnue qui exerce ses activités au sein des juridictions nationales respectives des Ministères, notamment :
 - A) le U.S. Department of Agriculture (USDA) Forest Service;
 - B) le Bureau of Indian Affairs;
 - C) le Bureau of Land Management;
 - D) le National Park Service;

- E) le U.S. Fish and Wildlife Service;
 - F) le Service canadien des forêts;
 - G) Parcs Canada;
 - H) le ministère des Forêts, Parcs et Tourisme de l'Alberta;
 - I) le ministère des Forêts de la Colombie-Britannique;
 - J) Ressources naturelles et du Développement du Nord du Manitoba;
 - K) le ministère des Ressources naturelles et du Développement de l'énergie du Nouveau-Brunswick;
 - L) le ministère des Pêches, de la Foresterie et de l'Agriculture de Terre-Neuve-et-Labrador;
 - M) le ministère des Ressources, de la Faune et du Développement économique des Territoires du Nord-Ouest;
 - N) le ministère des Ressources naturelles et renouvelables de la Nouvelle-Écosse;
 - O) le ministère des Richesses naturelles et des Forêts de l'Ontario;
 - P) le ministère de l'Agriculture et des Terres de l'Île-du-Prince-Édouard;
 - Q) la Société de protection des forêts contre le feu du Québec;
 - R) l'Agence de la sécurité publique de la Saskatchewan;
 - S) la Section de la gestion des feux de forêt du Yukon;
- ii) de toute autre organisation de gestion des feux de végétation reconnue et approuvée aussi bien par les Départements américains que le Ministère canadien qui signe ultérieurement le Plan opérationnel;

« **Plan opérationnel** » s'entend du plan opérationnel visé au paragraphe 6 du présent Arrangement;

« **préparation aux feux de végétation** » s'entend de toutes les activités menées avant la survenance d'un incendie dans le but de garantir l'efficacité des mesures de suppression, notamment la participation aux brûlages dirigés, la planification et l'organisation de plans opérationnels, le recrutement et la formation du personnel, l'approvisionnement en équipements et en fournitures, la maintenance de l'équipement de lutte contre les incendies et l'amélioration des infrastructures de contrôle des incendies, et la négociation d'arrangements de coopération et d'assistance mutuelle;

« **ressources de gestion des feux de végétation** » s'entend des ressources humaines, de l'équipement et des fournitures, notamment les avions, disponibles ou potentiellement disponibles pour la gestion des feux de végétation;

« terre en friche » s'entend d'une zone dans laquelle le développement urbain est essentiellement inexistant, à l'exception de chemins, de voies ferrées, de lignes électriques et d'installations de transport similaires, et dans laquelle les structures, lorsqu'elles sont présentes, sont largement dispersées.

3. DEMANDE DE RESSOURCES DE GESTION DES FEUX DE VÉGÉTATION

- a) Les Ministères comprennent que :
- i) Un Participant pourra demander de l'assistance à la gestion des feux de végétation à un autre Participant. Conformément au Plan opérationnel, les Participants sont censés transmettre et recevoir ces demandes par écrit par l'entremise de l'Autorité de coordination compétente. En cas d'urgence, un Participant peut formuler des demandes d'assistance verbales, mais il est censé confirmer ces demandes par écrit dans les 24 heures qui suivent;
 - ii) Une demande d'assistance d'un Participant d'un pays en matière de ressources de gestion des feux de végétation provenant de l'autre pays est censée répondre aux exigences définies dans le Plan opérationnel;
 - iii) Les Participants pourront continuer d'utiliser le Plan opérationnel existant à la signature de l'Arrangement jusqu'à la mise en place du Plan opérationnel en application du présent Arrangement;
 - iv) Le présent Arrangement n'empêche pas un Participant de travailler indépendamment ou avec d'autres institutions ou organisations.
- b) Les Ministères entendent s'assurer que les demandes d'assistance en matière de ressources de gestion des feux de végétation répondent aux exigences établies dans le Plan opérationnel.

4. FOURNIR UNE ASSISTANCE EN MATIÈRE DE RESSOURCES DE GESTION DES FEUX DE VÉGÉTATION

Les Ministères comprennent que :

- i) un Participant fournisseur est censé immédiatement prendre en considération une demande de ressources de gestion des feux de végétation d'un Participant bénéficiaire et, dans toute la mesure du possible et du raisonnable, y donner suite rapidement;
- ii) les Participants et les Autorités de coordination sont censés déterminer les modalités et processus précis qui régissent toutes demandes ainsi que toute prestation d'assistance en matière de ressources de gestion des feux de végétation, conformément au Plan opérationnel;
- iii) un Participant bénéficiaire est censé rembourser un Participant fournisseur pour les dépenses engagées lors de la fourniture, de la remise en état ou du remplacement des ressources de gestion des feux de végétation, conformément au Plan opérationnel;

- iv) un Participant bénéficiaire pourra organiser et diriger l'assistance à la gestion des feux de végétation d'un Participant fournisseur dans la mesure nécessaire pour répondre de manière efficace et efficiente aux objectifs de ce Participant bénéficiaire en matière de gestion des feux de végétation, sauf dans certains cas où le consentement de ce Participant fournisseur pourrait être requis ainsi qu'il est détaillé dans le Plan opérationnel;
- v) un Participant fournisseur pourra retirer une partie ou la totalité de ses ressources de gestion des feux de végétation, comme il est décrit dans le Plan opérationnel;
- vi) un Participant fournisseur est censé munir son personnel de tout l'équipement de sécurité requis pour satisfaire aux exigences. L'équipement de sécurité additionnel requis par un Participant bénéficiaire est censé être détaillé dans le Plan opérationnel;
- vii) les activités menées dans le cadre du Plan opérationnel et conformes à l'Arrangement seront soumises à la disponibilité des fonds et des ressources des Ministères et des Participants.

5. ENTRÉE ET SORTIE DES RESSOURCES POUR LA GESTION DES FEUX DE VÉGÉTATION

Les Ministères entendent faire de leur mieux pour faciliter l'entrée aux États-Unis et au Canada et la sortie des États-Unis et du Canada, selon le cas, de toutes les ressources de gestion des feux de végétation utilisées ou destinées à être utilisées dans le cadre des activités de gestion des feux de végétation, en conformité avec le présent Arrangement.

6. PLAN OPÉRATIONNEL

- a) Les Ministères comprennent que :
 - i) les Autorités de coordination, en coordination avec les Participants, sont censées préparer et signer au préalable le Plan opérationnel le plus tôt possible après la signature du présent Arrangement;
 - ii) un Participant pourra cesser de participer au Plan opérationnel à tout moment et est censé envoyer un préavis écrit aux Autorités de coordination du ou des Ministères de son pays. Cela n'est pas censé avoir d'incidence sur toute activité de gestion des feux de végétation engagée avant la cessation de la participation;
 - iii) le Plan opérationnel et toute modification qui y est apportée sont censés être conjointement approuvés par écrit par les Autorités de coordination;
 - iv) les Participants sont censés passer en revue le Plan opérationnel chaque année en coordination avec les Ministères.
- b) Les Ministères entendent à ce que le Plan opérationnel :
 - i) énumère les responsables désignés de la gestion des feux de végétation aux fins d'application du présent Arrangement;

- ii) établisse des critères et procédures précis concernant la réponse aux demandes d'assistance à la gestion des feux de végétation;
- iii) établisse les procédures pour une communication efficiente et opportune des informations pertinentes entre les points de contact désignés;
- iv) définisse les procédures et exigences en place pour permettre l'entrée dans chaque pays des ressources de gestion des feux de végétation ainsi que leur sortie;
- v) précise les conditions, frais et procédures pour le remboursement des dépenses engagées par un Participant fournisseur pour la fourniture, la remise en état ou le remplacement des ressources de gestion des feux de végétation;
- vi) comprenne des dispositions relatives aux procédures qui s'appliquent en matière de responsabilité et de renonciation mutuelle à recours en indemnisation en cas de pertes, dommages, dommages corporels ou décès survenant en conséquence de l'exécution d'une activité dans le cadre du présent Arrangement conformément aux lois nationales des Ministères;
- vii) prévoie l'acceptation ou l'établissement de normes équivalentes en matière de qualifications, notamment la condition physique, la formation et l'expérience;
- viii) établisse la procédure régissant le retrait des ressources de gestion des feux de végétation par un Participant fournisseur;
- ix) comprenne des dispositions relatives à la situation d'emploi du personnel prenant part à la gestion des feux de végétation;
- x) précise les limites de la responsabilité découlant d'une faute intentionnelle;
- xi) définisse les procédures de paiement précises pour faciliter l'indemnisation des ressources humaines du Participant fournisseur à un taux au moins équivalent au salaire minimal et à la rémunération des heures supplémentaires prévus par les lois nationales du Participant bénéficiaire.

7. STATUT DES PARTICIPANTS

Les Ministères comprennent que, à moins qu'ils n'en décident autrement par écrit :

- i) tout service exécuté par un Participant dans le cadre du Plan opérationnel conformément au présent Arrangement est censé constituer un service exécuté pour le compte de ce Participant;
- ii) la prestation d'un service dans le cadre du Plan opérationnel conformément au présent Arrangement par tout employé, entrepreneur, sous-traitant ou agent d'un Participant au profit de l'autre Participant n'est pas censé faire de cette personne un employé, entrepreneur, sous-traitant ou agent de l'autre Participant.

8. ASSURANCE, RISQUE ET RESPONSABILITÉ

Les Ministères comprennent que toutes les questions d'assurance, de risque et de responsabilité sont censées être traitées dans le cadre du Plan opérationnel.

9. AUTRES SECTEURS DE COOPÉRATION

- a) Outre la fourniture de ressources de gestion des feux de végétation, les Ministères entendent coopérer dans les domaines suivants :
 - i) l'information, notamment relative à la gestion des feux de végétation;
 - ii) la technologie;
 - iii) les compétences;
 - iv) la formation;
 - v) la recherche et l'innovation.
- b) Les Ministères pourront partager, dans le but d'améliorer leurs capacités de gestion des feux de végétation, leurs connaissances conformément à leurs lois nationales respectives.
- c) Les Ministères comprennent que les Participants et les Autorités de coordination sont censées décider conjointement des frais, par écrit, avant leur participation dans d'autres domaines de coopération prévus au paragraphe 9a).

10. DIFFÉRENCES

Les Ministères entendent résoudre toutes différences découlant de l'interprétation ou de l'application du présent Arrangement par la voie de consultations.

11. STATUT

Le présent Arrangement n'est pas juridiquement contraignant.

12. DISPOSITIONS FINALES

- a) Le présent Arrangement est censé prendre effet à la date de la dernière signature par les Ministères.
- b) Les Ministères pourront modifier le présent Arrangement par consentement mutuel écrit.
- c) Un Ministère pourra cesser de participer au présent Arrangement à tout moment en envoyant un avis écrit aux autres Ministères.

- d) Les Ministères comprennent que toute activité de gestion des feux de végétation engagée avant la cessation est censée être menée en conformité avec l'Arrangement jusqu'à ce qu'elle soit menée à son terme.

SIGNÉ en deux exemplaires, à *Ottawa*, le *22^e* jour de *juillet* 202*3*,
en langues française et anglaise.

**POUR LE DEPARTMENT OF AGRICULTURE
ET LE DEPARTMENT OF THE INTERIOR
DES ÉTATS-UNIS D'AMÉRIQUE**

**POUR LE MINISTÈRE DES RESSOURCES
NATURELLES DU CANADA**



ANNEX C – 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.

(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.

42 USC 1856a
note.

(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;

Claims

(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.

(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