



CANADA/UNITED STATES RECIPROCAL FOREST FIRE FIGHTING ARRANGEMENT

DATED: May 5, 2023

OPERATING PLAN FOR 2023

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OPERATING PLAN – 2023

1. PURPOSE

This Operating Plan is to facilitate mutual assistance in wildland fire between Canada and the United States of America (USA). This Plan does not override or supersede any existing cooperative wildland firefighting arrangements such as border agreements as specified in Annex B, paragraph (k). Local agencies sharing common international borders are encouraged to enter into "Border Agreements" to facilitate pre-suppression and suppression on fires posing common threat. 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 for the Exchange of Wildland Fire Management Resources between Canada and the United States of America Participants dated May 7, 1982;

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

“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 been delegated authority to make decisions on matters affecting all 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;

“Participant” means a Canadian or American signatory to this Arrangement;

“Plan” means the annual Operating Plan;

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

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

“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

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

4. GENERAL PROCEDURES

4.1 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 by January 15 each year as specified in Annex B, paragraph (e).
- 4.1.4 For general information on invoicing and payment as per Clause 4.6, or other correspondence: for the Canadian Participants it shall be CIFFC and for USA Participants, it shall be NICC.
- 4.1.5 To minimize delays at border crossings for Customs & Immigration clearances, CIFFC or NICC shall supply to the Customs & Immigration Point of Entry (PoE) in the form specified, 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
 - Point of Entry
 - Customs broker

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

4.2 PERSONNEL

4.2.1 Reimbursement for personnel shall be on the following basis:

- a) The Receiving Participant shall be responsible for the payment of, or shall reimburse the Sending Participant in relation to, all salaries; associated benefits; overtime and hazard pay submitted for payment by the Sending Participant in accordance with salary schedules and/or union contracts in existence with the Sending Participant.
- b) The costs of travel, per diem, accommodations, vehicle hire, and medical services 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) Upon demobilization, if staff are required to quarantine or isolate, eight hours per day at the base rate (US resources) shall apply for the quarantine period.
- f) 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, vehicle hire, and medical services 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) A 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) Upon demobilization, if staff are required to quarantine or isolate, ½ the daily flat rate for (Canadian Resources) shall apply for the quarantine period.
- 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.

- a) 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. Additionally, the INLO, AREP/IARR or SREP will be responsible for providing a post-deployment report to the Coordinating Authorities, which should include:
 - i) Briefing and dispatch
 - ii) Operational issues – Safety, effectiveness, efficiencies
 - iii) Logistics
 - iv) Recommendations
- b) Either Coordinating Authority may request an INLO to assist at the respective National Interagency Centre/Center, with the mobilization, management, demobilization of resources.
- c) 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 an orientation session prior to deployment and a debriefing prior to demobilization, by the Receiving Participant. A summary of debriefing documentation shall be provided to the Coordinating Authorities.

- 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 or criminal conviction 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 Controlled substances (i.e. prescription drugs) must remain in their original labelled container or be accompanied by the prescription.
- 4.2.12 The Sending Participant shall provide all the safety equipment required to meet its regulations. Should additional equipment be required by the Receiving Participant, the Receiving Participant shall supply at their expense.
- 4.2.13 All Canadian Type 1 fire fighters shall meet the Canadian Physical Performance Exchange Standard for Type 1 Wildland Fire Fighter (WFX-FIT) time of 14min30sec for exchange to the US. All US Wildland Fire Fighters shall meet the US Work Capacity Test at the arduous level for exchanges to Canada. The Arduous level fitness test requires the individual to perform a three-mile hike with a 45-pound pack in 45 minutes.
- 4.2.14 The Receiving Participant shall insure that immediate medical services are provided to any member of the incoming Sending Participant personnel regardless of the nature of the requirement or the type of medical aid required. The Sending Participant shall have adequate arrangements in place to make direct payment for medical expenses which will be reimbursed by the receiving participant. Expenses eligible for reimbursement are those incurred until the employee is returned to the fireline or to the Sending Participant.
- 4.2.15 Compensation claims for death or long-term injury to Sending Participant personnel shall be processed through the Sending Participant workers compensation program and shall be invoiced to the Receiving Participant as specified in Annex B, paragraph (h).
- 4.2.16 In the event of an accident or incident involving the Sending Participant personnel, the Sending Participant should be invited to be part of the investigation team and process.
- 4.2.17 Personal cargo weight shall be a total of 29.5 kg (65 lbs.), which includes a personal or deployment pack of 20.4 kg (45 lbs.) and a line pack of 9.1 kg (20 lbs.). Additional cargo must be identified and approved by the Sending and Receiving Participant.

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

4.3 EQUIPMENT AND SUPPLIES

- 4.3.1 Equipment provided by the Sending Participant remains the property of the Sending Participant.
- 4.3.2 Equipment provided to the Sending Participant by the Receiving Participant remains the property of the Receiving Participant.
- 4.3.3 Expendable equipment and supplies shall be considered purchased on delivery, and full replacement costs shall be reimbursed by the Receiving Participant. Items should be considered expendable if they are not reusable and/or refurbishable.
- 4.3.4 Non-expendable equipment and supplies shall be returned to the Sending Participant

by the Receiving Participant. The Receiving Participant shall reimburse the Sending Participant for all replacement or refurbishing cost unless the Sending Participant agrees that the Receiving Participant will refurbish the equipment and supplies.

- 4.3.5 In the event that any equipment and/or supplies are damaged beyond repair or not returned, they shall either be:
- a) Replaced by the Receiving Participant with new equipment and/or supplies of the same quality and to the Sending Participant's standard; or,
 - b) Full replacement cost shall be reimbursed by the Receiving Participant to the Sending Participant.
- 4.3.6 Some specialized equipment may be accompanied by trained technicians and/or operators to ensure safe and efficient set-up and operation of equipment.
- 4.3.7 It is recommended that all equipment and/or supplies be documented in the specified format with the respective Sending Participant Country Customs authority prior to mobilization.
- 4.3.8 All transportation costs of equipment and/or supplies sent by the Sending Participant shall be reimbursed by the Receiving Participant.

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

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

- a) All fees associated with the mobilization shall be reimbursed by the Receiving Participant.
- b) The costs of travel, per diem, crew change, accommodations, vehicle hire, communication equipment, medical services 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.

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

4.4.3 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.

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

- 4.4.4 Flight following procedures and protocol should be defined prior to mobilization.
- 4.4.5 Aircraft shall have USMCA trade agreement authorization to operate in the Receiving Participant country.
- 4.4.6 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.
- 4.4.7 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.
- 4.4.8 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.
- 4.4.9 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.

4.5 WITHDRAWAL

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

4.6 INVOICING AND PAYMENT

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

Invoicing and payment procedures are as follows:

- 4.6.1 Invoicing and payment provisions as specified in Annex B, paragraph (d) should provide for direct payment to the Sending Participant as specified Clauses 4.2.1 or 4.2.2, 4.3.3, 4.3.4, 4.3.5, 4.3.8, and 4.4.1.
- 4.6.2 Invoices for goods and services, provided by Canada to the United States, and United States to Canada shall be paid in United States currency.

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

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.

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

4.6.4 Invoicing shall include the following:

- a) A cover letter identifying the specific resource/reference number(s).
- b) An original itemized invoice.
- c) Backup documentation shall provide a complete list of cost incurred by the Sending Participant, in sufficient detail to allow for Receiving Participant to audit/certify.
- d) Backup documentation shall not be required for flat rate invoicing as provided in Clause 4.2.2 a, except for expenses incurred by the Sending Participant as per Clauses 4.2.2 b and 4.2.2 c.

4.6.5 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

4.6.6 United States invoices will be sent to the Canadian agency that requested the resource. Individual agency addresses are listed in the Directory of Designated Official in Annex A. 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.

DIRECTORY OF DESIGNATED OFFICIALS

ANNEX A

CANADA

CANADIAN INTERAGENCY FOREST FIRE CENTRE INC.

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

BRITISH COLUMBIA

Meier, Ian Executive Director	BC Wildfire Service Ministry of Forests, Lands & Natural Resource Operations 3080 Airport Drive, Kamloops, B.C. V2B 7X2	24 hour Emergency Email	250-847-6640 250-376-6777 ian.meier@gov.bc.ca
Provincial Wildfire Coordination Officer (Duty Officer) Kamloops. B.C.	Wildfire Management Branch Ministry of Forests, Lands & Natural Resource Operations 3080 Airport Drive, Kamloops, B.C. V2B 7X2	24 hour Emergency Fax Email	250-312-3000 250-376-6777 250-554-5428 provfire@gov.bc.ca

YUKON

Walker, Lisa Director, Fire Management	Wildland Fire Management Protective Services Branch 91790 Alaska Highway Whitehorse, YT Y1A 5X7	Cell Fax Email	867-332-3037 867-667-3191 lisa.walker@yukon.ca
Yukon Duty Officer	"	(Apr-Sept) Fax Email	867-667-3128 867-667-3148 YDO@yukon.ca

ALBERTA

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NORTHWEST TERRITORIES

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"
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867-872-2077
duty_officer@gov.nt.ca

SASKATCHEWAN

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Duty Officer
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204-945-7782
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, Ontario P6A 6V5		705-457-7119 705-945-5785 chris.cuthbertson@ontario.ca
Duty Officer	"	Fax Email	705-945-5751 705-255-1505 705-945-5785 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 Quebec, Québec G2G 2S7	Fax Email	418-871-3341 x5401 418-874-2627 erousseau@sopfeu.qc.ca
Officier en devoir (Duty Officer) April - Oct	"	Cell Fax Email	418-871-3341 x5425 418-571-3310 418-874-2629 cpl@soppfeu.qc.ca
Lacroix, Sebastien Liaison SOPFEU	Direction de la Protection des Forêts 5700, 4 ^e Avenue Ouest, bureau A-220 Québec (Québec) G1H 6R1	Fax Email	418-627-8646 x704105 418-643-2368 Sebastien.lacroix@mffp.gouv.qc.ca

NEW BRUNSWICK

Adams, Troy Director	Forest Fire Management Section N.B. Dept. of Natural Resources PO Box 6000, Hugh John Fleming Forestry Complex Fredericton, N.B. E3B 5H1	Fax Email	506-440-9332 506-453-2412 troy.adams@gnb.ca
Duty Officer	"	Fax Email	506-453-3335 506-453-2412 provincial.firecentre@gnb.ca

NOVA SCOTIA

Rudderham, Jim Director	Fleet and Forest Protection Natural Resources and Renewables P.O. Box 130 Shubenacadie, N.S. B0N 2H0	Fax Email	902-758-7216 902-758-3210 Jim.Rudderham@novascotia.ca
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Duty Officer " Fax 902-758-7230
902-758-3210
Email wildfire.centre@novascotia.ca

PARKS CANADA

Martel, Pierre Parks Canada 902-401-5789
National Fire PO Box 236 Fax 403-292-4408
Program Manager Maitland Bridge, NS Email pierre.martel@pc.gc.ca
B0t 1B0

Duty Officer " Cell 877-723-4737
Email fire.management@pc.gc.ca

CANADIAN FOREST SERVICE

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@nrca-nrcan.gc.ca
T6H 3S5

Prince Edward Island

Montigny, Mike Dept. of Agriculture & Forestry 902-368-4709
Manager Field Forest, Fish and Wildlife Division Fax 902-368-4713
Services P.O. Box 2000 Email mmontigny@gov.pe.ca
Charlottetown, P.E.I.
C1A 7N8

Duty Officer " 902-218-9076
(Work Hours) Pager 902-892-2323
Email mmontigny@gov.pe.ca

Newfoundland and Labrador

Carroll, Colin Forest Engineering and Industry 709-637-2349
Director, Forest Fire Services Fax 709-637-2403
Management Department of Fisheries, Email colincarroll@gov.nl.ca
Forestry & Agriculture
P.O. Box 2006
Corner Brook, NL
A2H 7R9

Duty Officer " 709-637-2328/2653
(Work Hours) Email nlfsfire@gov.nl.ca

UNITED STATES

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

NICC Dispatch (24 hours) 208-387-5400

Authorized officials are:

DEPARTMENT OF AGRICULTURE

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
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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 Operations Director Bureau Indian Affairs – NIFC	National Interagency Fire Center 3833 South Development Ave. Boise, Idaho 83705-5354	208-387-5372
Chris Wilcox Chief, Branch of Fire Management U.S. Fish & Wildlife Service - NIFC	National Interagency Fire Center 3833 South Development Ave. Boise, Idaho 83705-5354	208-387-5599
Chad Fisher Branch Chief, Wildland Fire National Park Service - NIFC	National Interagency Fire Center 3833 South Development Ave. Boise, Idaho 83705-5354	208-387-5225

ARRANGEMENT IN THE FORM OF AN EXCHANGE OF
NOTES BETWEEN THE GOVERNMENT OF CANADA AND
THE GOVERNMENT OF THE UNITED STATES OF AMERICA

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

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

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

May 4, 1982

GNG-440

Excellency,

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

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

- (a) On the part of Canada the departments and/or agencies participating in this arrangement will be those listed in the Annex to this Note. On the part of the United States of America the participating departments will be the Department of Agriculture and the Department of the Interior of the United States acting for the following Federal Agencies: Forest Service, Bureau of Land Management, National Park Service, Bureau of Indian Affairs and the Fish and Wildlife Service.
- (b) Participating departments and agencies in Canada or the United States are authorized to request and to receive forest fire fighting assistance from a participating department or agency in the other country.
- (c) Requests for fire fighting assistance may be made by written communications or through rapid communications methods between the parties. If the request is made by other than written communication, it shall be confirmed in writing as soon as practical after the request. Written requests shall provide an itemization of services and/or facilities needed together with an undertaking to make reimbursement in accordance with paragraphs (g) and (h). Each such request should be signed by an authorized official as designated in paragraph (e) below.
- (d) The responsible Government of the requesting party shall reimburse the responsible Government of the aiding party in accordance with paragraphs (g) and (h). It is understood that reimbursement shall be made within one hundred and twenty days or four months after the receipt by the requesting party of an itemized statement of such costs.
- (e) On the conclusion of this arrangement and by January 15 annually thereafter the participating departments and agencies will exchange with each other the names of officials designated to request and/or provide services under this arrangement. In accordance with the cooperative nature of this arrangement it shall be permissible and desirable for the parties to exchange recommendations and suggestions designed to render more effective operational procedures to be followed in requesting assistance and reimbursing expenses.

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

- (f) Personnel and facilities of the aiding party made available to the requesting party shall at all times remain under the direct control and direction of the aiding party. The activities of the personnel and facilities of the aiding party should be coordinated by the requesting party with the activities of the personnel and facilities of the requesting party, in order to achieve the maximum possible effectiveness and efficiency.
- (g) Any party rendering aid pursuant to this arrangement shall be reimbursed by the responsible Government of the party receiving such aid for the cost of any damage to, loss of or expense incurred in the operation of any facility answering a request for aid (except where such loss, damage or expense is the result of negligence on the part of the operator or from deliberate acts of misuse) and for the cost of all materials, transportation, wages, salaries, and maintenance of employees and equipment incurred in connection with such request.
- (h) Any party rendering aid pursuant to this arrangement shall be reimbursed by the responsible Government of the party receiving such aid for the cost of payment of compensation and death benefits disbursed to injured employees and the dependents or representatives of deceased employees in the event such employees sustain injuries or are killed while rendering aid pursuant to this arrangement, provided that such payments are made in the same manner and on the same terms as if the injury or death were sustained in the regular course of employment.
- (i) Participating Canadian and United States departments and agencies shall have the right to withdraw some or all of their personnel and/or facilities whenever they are needed for the maintenance of fire fighting at home. Notice of intention in this respect should be communicated to the requesting party.
- (j) Nothing in this arrangement shall be construed as obligating the parties to make expenditures or enter into obligations, contractual or otherwise, for the payment of money in excess of appropriations authorized by law and allocated for forest fire fighting.
- (k) Nothing in this arrangement shall be construed as affecting any existing cooperative forest fire fighting arrangements.
- (l) Except for costs set forth in paragraphs (g) and (h) no party to this arrangement or its officers or employees shall be liable to any of the other parties thereto or to their officers or employees on account of any act or omission in consequence of performance or intended performance of this arrangement.

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

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

Secretary of State
for External Affairs

ANNEX

Government of Canada: The Department of Indian Affairs and Northern	Development (Northern Affairs Programme) Department of the Environment (Canadian Forestry Service and Parks Canada)
Government of Alberta:	Department of Energy and Natural Resources Alberta Forest Service
Government of British Columbia:	British Columbia Forest Service
Government of Manitoba:	Department of Natural Resources
Government of New Brunswick:	Department of Natural Resources
Government of Nova Scotia:	Department of Lands and Forests
Government of Ontario:	Ministry of Natural Resources
Government of Saskatchewan:	Department of Parks and Renewable Resources.

EMBASSY OF THE
UNITED STATES OF AMERICA

Ottawa, May 7, 1982

No. 127

Sir:

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

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

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

Richard J. Smith
Charge d'Affaires ad interim

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

No. 396

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

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

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

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

UNGR00006

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

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

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



Washington, D.C., January 7, 2004

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Annex

Government of Canada	Department of Environment (Canadian Forestry Service and Parks Canada)
Government of Alberta	Department of Energy and Natural Resources Alberta Forest Service
Government of British Columbia	British Columbia Forest Service Government
Government of Manitoba	Department of Natural Resources
Government of New Brunswick	Department of Natural Resources
Government of Newfoundland and Labrador	Department of Forest Resources and Lands
Government of the Northwest Territories	Department of Renewable Resources
Government of Nova Scotia	Department of Lands and Forests
Government of Ontario	Ministry of Natural Resources
Government of Prince Edward Island	Department of Energy and Forestry
Gouvernement du Québec	Ministère des Ressources naturelles, de la Faune et des Parcs
Government of Saskatchewan	Department of Tourism and Renewable Resources
Government of Yukon	Department of Community Services

WILDFIRE SUPPRESSION ASSISTANCE ACT
(United States)

PUBLIC LAW 101-11-APR. 7, 1989

103 STAT. 15

Public Law 101-11
101st Congress

An Act

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

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

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

SECTION 1. SHORT TITLE.

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

Wildfire
Suppression
Assistance Act.
42 USC 1856m
note

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.

Public Law 100-428
100th Congress

An Act

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

Sept. 9, 1988
(S.2641)

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

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

SEC 2. DEFINITIONS.

As used in this Act-

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

42 USC 1856a
note.

SEC. 3. IMPLEMENTATION.

42 USC 1856a
note.

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

(2) Any agreement entered into under this subsection-

(A) shall include waiver by each party to the agreement of all claims against every other party to the agreement for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of such agreement;

(B) shall include a provision to allow the termination of such agreement by any party thereto after reasonable notice; and

(C) may provide for the reimbursement of any party thereto for all or any part of the costs incurred by such party in furnishing wildfire protection resources for, or on behalf of, any other party thereto.

Claims

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

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

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

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

Canada

protection resources to the Government of the United States under-

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

(2) the arrangement entitled "Arrangement in the Form of an Exchange of Notes Between the Government of Canada and the Government of the United States of America" dated May 4, 1982.

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

SEC- 4 FUNDS

42 USC 1856a
note.

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

SEC- 5. TERMINATION DATE.

42 USC 1856a
note.

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

Approved September 9, 1988.

LEGISLATIVE HISTORY-S.2641:

CONGRESSIONAL RECORD, Vol. 184 (1988)

Sept. 8, considered and passed, Senate and House

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

Sept. 9, Presidential statement