

ARRANGEMENT BETWEEN THE DEPARTMENT OF AGRICULTURE AND THE DEPARTMENT OF THE INTERIOR OF THE UNITED STATES, ON THE ONE SIDE, AND EMERGENCY MANAGEMENT AUSTRALIA, ON THE OTHER SIDE, CONCERNING THE EXCHANGE OF WILDLAND FIRE MANAGEMENT RESOURCES

The Department of Agriculture and the Department of the Interior of the United States (together, the "U.S. Agencies") and Emergency Management Australia (the "Australian Agency"), hereinafter jointly referred to as the "Agencies",

CONSIDERING the common shared values and the breadth and depth of collaboration between the United States and Australia in foreign policy, trade, and development issues, including in the areas of natural resources and safety and security;

WISHING to enhance their collaboration with a view to provide mutual wildland fire assistance and exchanges on firefighting issues;

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 formalize 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 purposes of this Arrangement concerning the Exchange of Wildland Fire Management Resources (“Wildland Fire Arrangement”) are:

- (a) to set out the procedures for the exchange of Wildland Fire Management Resources between Australia and the United States, and
- (b) to establish a framework encouraging the Agencies to support mutual assistance and to facilitate cooperation between the Agencies.

This Wildland Fire Arrangement replaces the Wildfire Arrangement between the Department of the Interior and the Department of Agriculture of the United States and the Australian Participating Agencies signed in 2002.

2. Definitions

For the purposes of this Wildland Fire Arrangement:

- (a) “**Operating Plan**” means the Operating Plan referred to in paragraph 6 of this Wildland Fire Arrangement;
- (b) “**Participant**” means
 - a. a Recognized Wildland Fire Management Organization, and
 - b. any other legally constituted body whose objectives include Wildland Fire Management, provided its participation is approved by both Coordinating Authorities;
- (c) “**Receiving Participant**” means a Participant receiving Wildland Fire Management Resources under this Wildland Fire Arrangement;
- (d) “**Recognized Wildland Fire Management Organization**” means a federal, state, territory or provincial government agency with legal responsibility for Wildland Fire Management;
- (e) “**Sending Participant**” means a Participant furnishing Wildland Fire Management Resources under this Wildland Fire Arrangement;
- (f) “**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;
- (g) “**Wildland Fire**” means any planned or unplanned fire occurring in the wildland, regardless of the ignition source;

- (h) **“Wildland Fire Management”** means all activities 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;
- (i) **“Wildland Fire Management Assistance”** means assistance in the prevention or management of wildland fire, including sharing personnel, Wildland Fire Management information, technology, skills, training, research and innovations for the purpose of improving their Wildland Fire Management capabilities and knowledge to provide effective assistance to one another when necessary;
- (j) **“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; and
- (k) **“Wildland Fire Management Resources”** means human resources, equipment, and supplies, including aircraft, available or potentially available for Wildland Fire Management.

3. Request for Wildland Fire Management Resources

The Agencies understand that:

- (a) Agencies with front-line responsibility for Wildland Fire Management, and Participants, may request Wildland Fire Management Assistance;
- (b) Agencies and Participants intend to transmit and receive such requests through their respective Coordinating Authority:
 - (i) The U.S. Agencies designate the National Interagency Coordination Center as their Coordinating Authority;
 - (ii) The Australian Agency designates the National Aerial Firefighting Centre Ltd as its Coordinating Authority;
- (c) In case of urgency, the Participants may make requests for assistance verbally, but intend to confirm in writing within 24 hours;
- (d) The Participants intend for requests for assistance for Wildland Fire Management Resources to meet the requirements set out in the Operating Plan; and

- (e) Until an Operating Plan is established under this Wildland Fire Arrangement, the Participants may continue to use the current Operating Plan and Letter signed August 21, 2015.

4. Providing Assistance for Wildland Fire Management Resources

- (a) The Agencies understand that:

- (i) The Sending Participant(s) through their Coordinating Authority should immediately consider the request for Wildland Fire Management Resources from the Receiving Participant(s), and to the fullest extent practicable and reasonable, promptly respond to such request;
- (ii) The Participants should determine the specific terms and process of any such requests for Wildland Fire Management Resources in an Operating Plan;
- (iii) The Receiving Participant(s) intend to reimburse the Sending Participant(s) for the expenses incurred in the sending, refurbishing or replacement of Wildland Fire Management Resources in accordance with the Operating Plan;
- (iv) The Receiving Participant(s) may organize and direct the Sending Participant(s)' Wildland Fire Management Assistance as necessary to meet the Receiving Participant(s)' Wildland Fire Management objectives effectively and efficiently, except that the Sending Participant(s) consent may be required for certain assignments as detailed in the Operating Plan;
- (v) The Sending Participant(s) may withdraw some or all of their Wildland Fire Management Resources as outlined in the Operating Plan; and
- (vi) The Sending Participant(s) should provide their personnel with all the safety equipment required to meet their requirements. If additional safety equipment is requested by the Receiving Participant(s), it should be detailed in the request for Wildland Fire Management Resources.

- (b) The Agencies understand that activities carried out under this Wildland Fire Arrangement should be determined:

- (i) by the appropriate officials of the U.S. Agencies to be in the best interests of the United States; and
- (ii) by the appropriate officials of the Australian Agency to be in the best interests of Australia.

- (c) The Agencies understand that activities carried out under this Wildland Fire Arrangement are subject to the availability of their respective Participants' funds and resources.

5. Entry and Exit of Resources for Wildland Fire Management

The Agencies intend to use their best efforts and encourage the Participants to use their best efforts to facilitate entry into and exit from the territory of Australia and the United States as applicable, for all Wildland Fire Management Resources used or intended for use in Wildland Fire Management activities pursuant to this Wildland Fire Arrangement, including the waiver or reimbursement of any entry fees, duties or taxes imposed by reason of importation or exportation.

6. Operating Plan

The Agencies understand that:

- (a) The Participants intend to prepare, through their Coordinating Authorities, and sign the Operating Plan;
- (b) A Participant may discontinue its participation at any time by providing written notice to Coordinating Authorities. This is not expected to affect the implementation of any Wildland Fire Management Assistance initiated prior to its written notice;
- (c) The Participants intend that the Coordinating Authorities:
 - (i) finalize and obtain signatures for the initial Operating Plan as soon as possible following the signing of this Wildland Fire Arrangement;
 - (ii) review the Operating Plan annually;
 - (iii) prepare and obtain signatures for any amendment(s) to the Operating Plan;
- (d) The Participants intend that the Operating Plan:
 - (i) identify designated officials in charge of Wildland Fire Management;
 - (ii) set forth specific criteria and procedures for responding to requests for Wildland Fire Management Assistance;
 - (iii) establish procedures for communication of relevant information between designated points of contact;
 - (iv) identify the procedures and documentation required to allow entry into each country for Wildland Fire Management Resources;
 - (v) specify the conditions, costs and procedures for the reimbursement of the Sending Participant(s)' expenses incurred in the sending, refurbishing or replacement of Wildland Fire Management Resources;

- (vi) include provisions on 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 Wildland Fire Arrangement;
- (vii) provide for the acceptance or establishment of equivalent standards for qualifications, including physical fitness, training and experience;
- (viii) provide the procedure for the withdrawal of Wildland Fire Management Resources by the sending Participant(s); and
- (ix) include provisions on the status of personnel engaged in Wildland Fire Management.

7. Differences

The Agencies intend to resolve any differences resulting from the interpretation or application of this Wildland Fire Arrangement through consultations with one another.

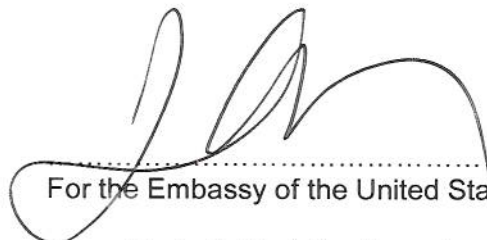
8. Status

- a) The Agencies understand that this Wildland Fire Arrangement does not preclude an Agency or Participant from working independently or with other institutions or organisations.
- b) This Wildland Fire Arrangement is not legally binding.

9. Final dispositions

- (a) This Wildland Fire Arrangement is intended to become operational on the date of the last signature by the Agencies.
- (b) The Agencies may modify this Wildland Fire Arrangement upon their mutual written consent.
- (c) An Agency may discontinue its participation in this Wildland Fire Arrangement at any time by providing written notice to the other Agencies. The Agencies understand that withdrawal from this Wildland Fire Arrangement is not intended to affect the implementation of any Wildland Fire Management activity initiated prior to its withdrawal. The Agencies intend that any activity initiated prior to any Agency's withdrawal is expected to be conducted pursuant to this Wildland Fire Arrangement, notwithstanding the withdrawal.

Signed, in the original at *Canberra* this *24th* day of *January* 2017



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For the Embassy of the United States of America

On behalf of the Department of Agriculture of the United States and the Department of the Interior of the United States

Signed, in the original at *Canberra* this *24th* day of *January* 2017



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For Emergency Management Australia

