

WILDFIRE PROTECTION AGREEMENT
BETWEEN THE
THE DEPARTMENT OF AGRICULTURE
AND
THE DEPARTMENT OF THE INTERIOR
OF THE UNITED STATES OF AMERICA, ON ONE HAND,
AND
THE SECRETARIAT OF ENVIRONMENT AND NATURAL RESOURCES
AND
THE NATIONAL FORESTRY COMMISSION
OF THE UNITED MEXICAN STATES, ON THE OTHER

The Department of Agriculture and the Department of the Interior of the United States of America (together the "U.S. Side"), and the Secretariat of Environment and Natural Resources, and the National Forestry Commission of the United Mexican States, (together the "Mexican Side"), hereinafter each side referred to individually as "a Party" and collectively as "the Parties";

CONSIDERING that the Parties have provided mutual fire assistance since 1962, including at present under the Wildfire Protection Agreement Between the Department of the Interior and the Department of Agriculture of the United States of America and the Secretariat of the Environment and Natural Resources and the National Forestry Commission of the United Mexican States for the Common Border, as amended and extended, signed in Mexico City on June 4, 1999 (the 1999 Agreement);

CONSIDERING that many of the wildland areas along the approximately 3,200 kilometer (2,000 mile) United States-Mexico border are located such that wildfires in one country may become a threat to the natural resources of the other country;

CONSIDERING that cooperation and mutual assistance on such wildfires, as well as cooperation on wildfire preparedness activities, occurring both inside and outside the Zone of Mutual Assistance, may be to the benefit of both Parties; and

RECOGNIZING that it is desirable and in the public interest to provide for coordinated actions between the Parties to facilitate effective use of resources for wildfire protection and to enhance public safety and protection of communities, vital infrastructures, and natural resources, on both sides of the border;

HAVE AGREED AS FOLLOWS:

ARTICLE I

Purpose

1. One purpose of this Agreement is to continue ensuring in appropriate circumstances that the Parties' wildfire protection resources are able to cross the United States-Mexico border within the Zone of Mutual Assistance for use in suppressing wildfires and to collaborate on wildfire preparedness activities in that Zone.
2. Another purpose of this Agreement is to facilitate the Parties' cooperation to suppress wildfires and to collaborate on wildfire preparedness activities outside the Zone of Mutual Assistance, including through reimbursement in the cases provided in this Agreement.

ARTICLE II

Definitions

For the purpose of this Agreement:

1. "Personnel": Employees and contractors, including from other government agencies, provided by either Party to carry out activities under this agreement.
2. "Receiving Party": The Party receiving wildfire protection resources.
3. "Sending Party": The Party furnishing wildfire protection resources.
4. "Wildfire": Unplanned or unwanted natural or human-caused fire (e.g. forest or range fire), regardless of the ignition source, damages or benefits.
5. "Wildfire Preparedness": All activities in advance of fire occurrence to ensure effective suppression action, including participating in prescribed burns, organizing Operating Plans, preparation and training personnel, procuring equipment and supplies, maintaining fire equipment and fire control improvements, and negotiating cooperative and mutual assistance agreements.
6. "Wildfire Suppression": All activities related to extinguishing, curtailing, or confining a fire beginning with its discovery, including emergency rehabilitation of a burned area.
7. "Wildfire Protection Resources": Personnel, supplies, equipment, aircraft, vehicles, vessels, radios and specialized machinery or other resources, whether owned or contracted, which are intended for wildfire preparedness or suppression activities or the transport of wildfire suppression equipment or personnel.
8. "Zone of Mutual Assistance": The area of up to 16 kilometers (10 miles) on each side of the United States-Mexico border.

**ARTICLE III
Cooperation**

1. The Parties shall immediately consider mutual requests for provision of wildfire protection resources, to the extent possible and consistent with this Agreement and the National Operating Plan and Local Operating Plans.
2. The Receiving Party may organize, task, and direct the Sending Party's wildfire protection resources when performing wildfire protection activities in order to meet the Receiving Party's fire suppression and preparedness objectives effectively and efficiently.
3. The Sending Party shall provide all necessary safety equipment according to its regulations. Should additional safety equipment be required by the Receiving Party, the Receiving Party shall supply it at its own expense.
4. The Sending Party may recall some or all of its wildfire protection resources, consistent with the National Operating Plan and Local Operating Plans, by written notice to the Receiving Party with at least twenty four (24) hours' notice.
5. The Parties may request the participation of their own state, regional, local, private, or tribal fire organizations in the implementation of this Agreement.

**ARTICLE IV
Reimbursement**

1. Unless otherwise agreed by the Parties, each Party shall assume all of its costs and expenses when performing wildfire protection activities under this Agreement, when such activities are taken within the Zone of Mutual Assistance.
2. Except as provided in paragraph 1 of this Article, or as otherwise agreed by the Parties, the Receiving Party shall reimburse the Sending Party for the costs of requested wildfire protection resources when action for wildfire protection is taken outside of the Zone of Mutual Assistance at the request of the Receiving Party, consistent with the National Operating Plan and Local Operating Plans.
3. Unless otherwise agreed by the Parties, reimbursement shall be made within 120 calendar days after the receipt by the Receiving Party of an itemized statement of such costs from the Sending Party.

**ARTICLE V
Entry and Exit of Personnel and Wildfire Protection Resources**

1. For purposes of cooperation under this Agreement, the Receiving Party shall take steps to facilitate the expeditious entry to and exit from its territory of all wildfire protection resources of the Sending Party without entry fees and without payment of any duties or taxes imposed by reason of importation, to the extent authorized under applicable domestic laws and regulations, including by working with the relevant agencies of their respective governments to process appropriate legal documentation.
2. The Receiving Party shall have the primary responsibility of determining and ensuring the security of personnel while performing their assigned duties within its country.

3. The Receiving Party shall provide information about security issues, specific concerns, and procedures to the Sending Party so that Party can assess and approve the necessary arrangements prior to mobilization of resources, consistent with the National Operating Plan and Local Operating Plans.
4. The Sending Party shall follow its applicable internal procedures for protection and security of personnel on foreign travel.

ARTICLE VI
Standards for Personnel and Wildfire Protection Resources

1. Personnel

- a. The Receiving Party shall specify the standards of training, fitness levels, and experience required for each position in the request for wildfire protection resources. The Parties shall agree upon such standards prior to the mobilization of the requested personnel.
- b. The Sending Party assigning personnel in response to a request for wildfire protection resources shall ensure that the personnel assigned meet the requirements of the positions requested.

2. Aircraft

- a. All aircraft must have a North American Free Trade Agreement Operating Certificate/Authorization to operate in the country of the Receiving Party.
- b. All aircraft and pilots must meet the standards and qualifications of the Receiving Party and shall be inspected and approved by the Receiving Party prior to being put into service.
- c. All aircraft provided by the Sending Party shall remain in the operational control of the Sending Party and will operate under their appropriate agency policies and regulations, and any contract limitations.
- d. All aircraft used in wildfire protection activities shall operate under appropriate aerial supervision.
 - i. In addition, all airtankers and water dropping helicopters shall operate with either an Aerial Supervision Module or Air Tactical Group Supervisor.
 - ii. Airtankers that require a lead plane by contract shall operate with a lead plane and an Aerial Supervision Module or Air Tactical Group Supervisor.
- e. Restricted category suppression aircraft shall be approved by the Receiving Party prior to mobilization by the Sending Party.

ARTICLE VII
Operating Plans

1. The Parties shall conclude a National Operating Plan setting forth detailed guidelines to perform both suppression and preparedness activities under this Agreement.

2. In any conflict arising between the National Operating Plan and this Agreement, the Agreement shall have precedence.
3. The Parties shall prepare Local Operating Plans, as necessary, outlining additional operational procedures and detailed guidance for activities for areas within the Zone of Mutual Assistance.
4. In any conflict arising between Local Operating Plans and this Agreement, the Agreement shall have precedence. In case of any conflict between a Local Operating Plan and the National Operating Plan, the National Operating Plan shall have precedence.
5. The Parties shall maintain copies of all current Operating Plans.
6. The Parties should review and update, as necessary, the National Operating Plan during the period extending from November through February of each year. Local Operating Plans should be reviewed according to a schedule agreed upon at the local level.
7. All Operating Plans shall:
 - a. Identify designated points of contact responsible for fire suppression and preparedness, cross-border movement, scientific and technical cooperation, and reimbursement of expenses at the national or local level;
 - b. Establish procedures for efficient and timely communication of relevant information between designated points of contact;
 - c. Set forth specific criteria and procedures for approving requests for wildfire protection resources;
 - d. Develop plans for mobilization of wildfire protection resources on each side of the United States-Mexico border;
 - e. Identify the procedures and legal documentation required by relevant national authorities for the expeditious cross-border movement of wildfire protection resources;
 - f. Establish standards to be met by personnel, including physical fitness, training and experience;
 - g. Provide procedures for the case of partial or total recall of assigned wildfire protection resources by the Sending Party;
 - h. Provide procedures for complete and timely reporting and recordkeeping of all wildfire preparedness and suppression activities; and
 - i. Specify the conditions, security concerns, costs and procedures for reimbursement, as appropriate, of the Sending Party for the furnishing of wildfire protection resources.
8. Until Operating Plans are concluded under this Agreement, the Parties may continue to use Operating Plans established in connection with the 1999 Agreement.

ARTICLE VIII
Liability and Waiver of Certain Claims

1. Liability

- a. Personnel of the Sending Party that travel to the country of the Receiving Party to carry out activities under this Agreement shall not be subject to legal action or personal liability of any kind for any act or omission done while acting within the scope of his or her official duties under this Agreement.
- b. The Receiving Party shall assume any and all liability for any act or omission of the personnel of the Sending Party when the personnel are acting within the scope of his or her official duties under this Agreement. Assumption of such liability includes but is not limited to substitution as the party-defendant in any legal action naming the Sending Party personnel, the payment of damages or amounts awarded under the laws of the Receiving Party to any person suffering loss and damage as a result of such act or omission, any amount paid or payable to such claimant under an amicable settlement, and all costs incurred in relation to the claim, including all applicable legal fees and costs.
- c. The Sending Party, or any legal organization associated with a person acting within the scope of his or her official duties under this Agreement, shall not be subject to legal action of any kind or liability of any kind for any act or omission pertaining to or arising out of activities under this Agreement in the territory of the Receiving Party.

2. Waiver of Certain Claims

- a. Each Party hereby waives its claims against the other Party for compensation for loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.
- b. Parties shall, by contract or otherwise, extend the cross-waiver of liability set forth in subparagraph (a) above to any contractors or subcontractors or agents or any state, regional, local, private, or tribal fire organizations it may designate or assign to perform activities under this Agreement.
- c. The cross-waiver of liability set forth in subparagraph (a) above shall not apply to:
 - i. Claims between a Party and its agencies, employees, contractors, subcontractors, or agents;
 - ii. Claims arising from willful misconduct; and
 - iii. Claims arising from criminal conduct.

ARTICLE IX
Employment Status of Personnel

1. Any service performed in furtherance of this Agreement by personnel of a Party shall be considered as a service performed on behalf of that Party.

2. Except for the purposes of Article VIII, the performance of a service under this Agreement by any employee, contractor, subcontractor, or agent of the Sending Party shall in no case render such person an employee, contractor, subcontractor, or agent of the Receiving Party.

ARTICLE X

Legal Considerations and Relationship to other Agreements

1. Activities under this Agreement shall be subject to the domestic laws, regulations, and policies applicable to each of the Parties and subject to the availability of funds.
2. This Agreement is without prejudice to rights and obligations of the Parties under other existing bilateral and/or multilateral agreements.

ARTICLE XI

Other Areas of Cooperation

The Parties may cooperate in any aspect of wildfire preparedness or suppression, including the sharing of personnel, fire management techniques, skills, innovations and any other means for improving their firefighting capabilities and knowledge in order to achieve more effective firefighting assistance, not otherwise included within this Agreement. This cooperation shall be coordinated at a national level to meet national priorities and objectives. Prior to participating in these areas of technical and scientific cooperation, the Parties should mutually decide upon and approve the scope of work, costs and reimbursement in writing as outlined in an Operating Plan.

ARTICLE XII

Dispute Settlement

Any differences that arise in the interpretation or application of the provisions of this Agreement or the Operating Plans negotiated pursuant hereto shall be resolved by the Parties solely by means of negotiations and consultations.

ARTICLE XIII

Final Provisions

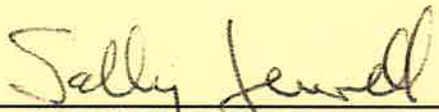
1. This Agreement shall enter into force upon the date of the last signature.
2. No later than five (5) years after the entry into force of this Agreement, and at least every five (5) years thereafter, the Parties shall review the implementation and effectiveness of this Agreement and its provisions. At any time, a Party may make proposals for improvement, and shall give due consideration to proposals of the other Party.
3. This Agreement may only be amended by mutual, written agreement of the Parties, and such agreement shall specify the date upon which such amendments shall take effect.
4. This Agreement may be terminated at any time by either Party upon six (6) months written notice to the other Party.

5. The termination of this Agreement shall not affect the implementation of any fire suppression effort initiated under this Agreement.
6. This Agreement terminates the 1999 Agreement.

Done in three originals, in the English and Spanish languages, both texts being equally authentic.

FOR THE U.S. SIDE:

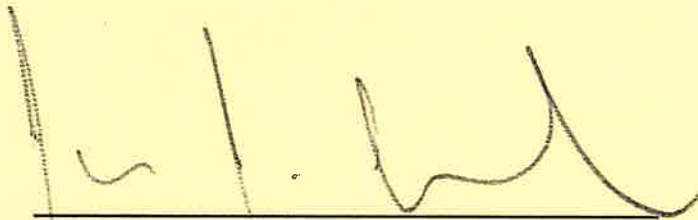
FOR THE MEXICAN SIDE:



DEPARTMENT OF THE INTERIOR
OF THE UNITED STATES OF
AMERICA

Place: Boquillas, MX

Date: April 10, 2015



SECRETARIAT OF ENVIRONMENT
AND NATURAL RESOURCES OF
THE UNITED MEXICAN STATES

Place: Boquillas, MEXICO

Date: APRIL 10 / 2015



DEPARTMENT OF AGRICULTURE
OF THE UNITED STATES OF
AMERICA

Place: Washington, D.C.

Date: April 8, 2015



NATIONAL FORESTRY
COMMISSION OF THE UNITED
MEXICAN STATES

Place: Boquillas, México

Date: Abril / 10 / 2015