



ARRANGEMENT BETWEEN THE DEPARTMENT OF AGRICULTURE AND THE DEPARTMENT OF THE INTERIOR OF THE UNITED STATES OF AMERICA, ON THE ONE SIDE, AND FIRE AND EMERGENCY NEW ZEALAND, 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 of America (together, the "U.S. Agencies") and the Fire and Emergency New Zealand ("FENZ"), hereinafter individually referred to as an "Agency" and jointly referred to as the "Agencies",

CONSIDERING the common shared values and the breadth and depth of collaboration between the United States and New Zealand 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 understandings:

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 New Zealand 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 is intended to serve as the primary arrangement between entities that handle wildland fire management in the United States and New Zealand.

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:
 - (i) after it is signed by all Agencies, the operating plan referred to in paragraph 6 of this Wildland Fire Arrangement; and,
 - (ii) prior to (i), the letter regarding Deployment of New Zealand Resources for Wildfire Assistance signed and dated 21 August 2015 (incorporating the *Annual Operating Plan for the Wildfire Arrangement between the Department of the Interior and the Department of Agriculture of the United States of America and the New Zealand Participating Agencies*);
- (b) **"Receiving Agency"** means an Agency receiving Wildland Fire Management Resources under this Wildland Fire Arrangement;
- (c) **"Sending Agency"** means an Agency providing Wildland Fire Management Resources under this Wildland Fire Arrangement;
- (d) **"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;
- (e) **"Wildland Fire"** means any planned or unplanned fire occurring in Wildland, regardless of the ignition source;
- (f) **"Wildland Fire Management"** means all activities for the protection of forest and other vegetation values from fire, and the use of fire to meet natural resource 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;

- (g) **“Wildland Fire Management Assistance”** means assistance in the prevention or management of wildland fire, including providing 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;
- (h) **“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,
- (i) **“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 may request Wildland Fire Management Assistance in the manner set out in this Paragraph or as otherwise jointly determined to be appropriate by the Agencies.

- (a) The Agencies intend to transmit and receive such requests to each other consistent with any terms and processes set out in the Operating Plan. Unless otherwise mutually determined, the Agencies intend that all requests be transmitted and received through the National Interagency Fire Center for the U.S. Agencies.
- (b) In cases of urgency, the Agencies may make requests for assistance verbally, provided such requests are lodged in writing within 24 hours after the verbal request.
- (c) The Agencies intend for requests for assistance for Wildland Fire Management Resources to meet the requirements set out in the Operating Plan.

4. Providing Assistance for Wildland Fire Management Resources

- (a) The Receiving Agency(ies) are expected to lodge a request for Wildland Fire Management Resources consistent with any terms and processes set out in the Operating Plan.
- (b) The Sending Agency(ies), should immediately consider the request for Wildland Fire Management Resources from the Receiving Agency(ies), and, to the fullest extent practicable and reasonable, promptly respond to such request.
- (c) The Sending Agency(ies) should provide their personnel with all the safety equipment required to meet their requirements. If additional safety equipment is requested by the Receiving Agency(ies), it should be detailed in the request for Wildland Fire Management Resources.
- (d) Consistent with the Operating Plan:

- (i) The Receiving Agency(ies) intend to reimburse the Sending Agency(ies) for the expenses incurred in the sending, refurbishing, or replacement of Wildland Fire Management Resources;
 - (ii) The Receiving Agency(ies) may organize and direct the Sending Agency(ies)'s Wildland Fire Management Resources as necessary to meet the Receiving Agency(ies)'s Wildland Fire Management objectives effectively and efficiently, except that the Sending Agency(ies) consent may be required for certain assignments;
 - (iii) The Sending Participant(s) may withdraw some or all of their Wildland Fire Management Resources.
- (e) 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 FENZ to be in the best interests of New Zealand.
- (f) The Agencies understand that provision of all resources and services provided for by this Wildland Fire Arrangement is subject to the availability of their respective Agencies' funds and resources.

5. Entry and Exit of Resources for Wildland Fire Management

The Agencies intend to use their best efforts to facilitate entry into and exit from their respective territories for all Wildland Fire Management Resources used, or intended for use, in Wildland Fire Management activities consistent with 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

- (a) The Agencies intend to prepare an Operating Plan, which should include the specific terms and process of any such requests for Wildland Fire Management Resources.
- (b) The Agencies intend to:
 - (i) Prepare and obtain signatures for the Operating Plan as soon as possible following the signing of this Wildland Fire Arrangement;
 - (ii) Review the Operating Plan annually, or as otherwise decided;
 - (iii) Prepare and obtain signatures for any modifications(s) to the Operating Plan.
- (c) The Participants intend that the Operating Plan:

- (i) identify designated officials in charge of Wildland Fire Management and methods for contacting said officials;
- (ii) set forth specific criteria and procedures for lodging and 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 the territory of each Agency for Wildland Fire Management Resources;
- (v) specify the conditions, costs, and procedures for the reimbursement of the Sending Agency(ies)' expenses incurred in the sending, refurbishing, or replacement of Wildland Fire Management Resources;
- (vi) provide for the acceptance or establishment of equivalent standards for qualifications, including physical fitness, training, and experience;
- (vii) provide the procedure for the withdrawal of Wildland Fire Management Resources by the Sending Agency(ies) from the territory of the Receiving Agency(ies); and,
- (viii) include provision 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 from working independently or with other institutions or organisations.
- (b) This Wildland Fire Arrangement is not intended to be legally binding or legally enforceable.

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 signed 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, in the event of withdrawal from this Wildland Fire Arrangement, the withdrawing party would use

all reasonable endeavors to minimize any adverse effects of that withdrawal on any Wildland Fire Management activity initiated prior to such withdrawal, and that any Wildland Fire Management activity initiated prior to any Agency's withdrawal will continue until it has been completed.

Signed at *Wellington* on *12th February 2019* in duplicate in the English language.

For the Department of Agriculture of the United States of America: For Fire and Emergency New Zealand:





For the Department of the Interior of the United States of America:
