

**MEXICO/UNITED STATES WILDFIRE PROTECTION AGREEMENT
OPERATIONAL GUIDELINES FOR 2000**

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41.2 ANNUAL OPERATING PLAN GUIDELINES FOR THE SECRETARY OF: ENVIRONMENT, NATURAL RESOURCES AND FISHERIES AND THE NATIONAL INTERAGENCY COORDINATION CENTER

I. PURPOSE:

These annual operating plan guidelines facilitate mutual assistance in wildfire protection, per Article VII, of the Wildfire Protection Agreement between the Department of the Interior, Department of Agriculture of the United States of America and the Secretary of Environment, Natural Resources and Fisheries of the United Mexican States for the common border, Appendix 1. These guidelines are designed to assist the cooperating agencies sharing common international borders within the zone of mutual assistance (the area up to 10 miles or 16 kilometers either side of the international border).

These guidelines are not intended to address other Fire Management activities that are not identified in Article 1, paragraph 2 of the Master Agreement.

For the commitment of wildfire protection resource activities outside the zone of mutual assistance, the point of contact is the National Interagency Coordination Center. "Wildfire protection resources" is defined as personnel, supplies, equipment, aircraft, vehicles, vessels, radios and specialized machinery or other resources, whether owned or contracted, that are intended for wildfire suppression, and/or the transport of wildfire suppression equipment or personnel.

II. AUTHORITY:

The Mexico/United States Wildfire Protection Agreement was concluded by an exchange of signatures on June 4, 1999. These annual operating plan guidelines are prepared in accordance with Article VII.

III- GENERAL PROCEDURES:

Local Operating Plans should include procedures for conducting safe and effective operations. When competition for resources between geographic areas and Mexico occurs, the Multi-Agency Coordination Group (MAC) at the National Interagency Fire Center (NIFC) will establish priorities, The standard criteria to be used in establishing priorities are.

Potential to destroy:

- 1, Human Life
2. Property and Resource Values
- 3, Social/Political, Economic Concerns

The National MAC Group will make the decision whether or not to provide emergency assistance to Mexico. The following questions will help guide that decision:

1. Is the wildfire an immediate threat to U.S. resources?
2. Will the international mobilization adversely affect the agencies ability to respond to a domestic incident/emergency?
- 3 Will the wildfire assignment involve significant health and safety threats to U.S. personnel?
4. Will large numbers of personnel be requested for a long duration assignment?

Local annual operating plans will identify the information required in order to dispatch resources within the zone of mutual assistance.

Annual operating plans will be developed by the Southwest Area Coordination Center in conjunction with:

1. Lincoln Zone
2. Gila Zone
3. Southeast Arizona Zone
4. Southeast Zone

An annual operating plan will be developed by the Southern Area Coordination Center in conjunction with:

1. Santa Ana/Lower Rio Grande Valley National Wildlife Refuge in Alamo, Texas.

An annual operating plan will be developed by the Southern California Area Coordination Center in conjunction with:

1. Cleveland National Forest
2. Bureau oil' Land Management

Considerations for local annual operating plans should include but not be limited to:

1. Delegation of Authority
2. Command and Control
3. Constraints
4. Liaison-Points of Contact
5. Ordering Procedures, etc.
6. Commissary and Welfare of Personnel
7. Emergency Procedures
- 8 Local Port of Entry for Aircraft
9. Aircraft Landings

A. Requests Inside the Zone of Mutual Assistance.

Requests for assistance within the Zone of Mutual Assistance will be channeled by the most expeditious means to the appropriate authorized official per local annual operating plans.

B. Requests Outside the Zone of Mutual Assistance:

1. Requests for assistance outside the zone of mutual assistance will be made from SEMARNAP to the National Interagency Coordination Center (NICC) at the National Interagency Fire Center in Boise, Idaho. The authorizing officials are the National MAC Group
2. Requests for assistance from participating Mexican agencies will be made from NIFC to SEMARNAP. The authorizing officials are SEMARNAP Fire Director and/or Deputy Fire Director.
3. SEMARNAP and NIFC will be responsible for providing each other the names of the U.S. and Mexican authorizing officials by January 15 each year.

C. Border Crossings:

To minimize delays at border crossings for Customs and Immigration clearances, the sending agency will supply the following prior to mobilization (or soon thereafter): (1) names, dates of birth, and citizenship for all personnel, and (2) equipment and supply descriptions, quantity and serial numbers for all resources being mobilized. (See Section D.7. for personnel requirements).

Resources traveling through non-port of entries, i.e., firefighters, will have pre-season clearance through local U.S. Customs and Immigration and Naturalization Service. The procedures will be addressed in the annual local operating plan,

D. Personnel:

Each Party shall assume all of its costs and expenses of furnishing wildland fire protection resources, including costs for lost or damaged wildfire protection resources, according to the performance of this Agreement, unless otherwise agreed by the Parties.

1. Reimbursement for personnel when mutually agreed to will be on the following basis:

a. All salaries, overtime and hazard pay submitted for payment by the sending agency will be reimbursed by the receiving agency, in accordance with salary schedules and/or union contracts in existence with the sending agency.

b. The costs of travel, per diem, and personnel care shall in all cases be reimbursed by the receiving agency. Where per diem rates are not in effect receipts are required for all expenses.

2. The parties to this agreement may request overhead personnel with specialized expertise for fire assignments.

3. Personnel assigned as part of a resource order will receive an adequate orientation session prior to deployment and should be debriefed prior to demobilization.

4. Each agency assigning personnel to a resource order will certify that the personnel assigned will meet the requirements of the position ordered.

5. The sending agency will provide all the safety equipment required to meet their regulations. If additional equipment is required by the receiving agency, it will be provided by the receiving agency at their expense.

6. When mutually agreeable any party to this Agreement may participate in preparedness activities involving personnel or equipment exchanges.

7. In order to prove citizenship, U.S. personnel assigned to fires in Mexico will need to carry an official passport and/or an official birth certificate. This will simplify the process for crossing the border and reentry to the U.S. U.S. seasonal employees will carry an official birth certificate. U.S- contractors will carry an official birth certificate or a passport.

E. Cross-Waiver of Claims:

Death or other long-term compensation claims will be in accordance with Article V, Cross-Waiver of Claims (Appendix 1).

F. Equipment and Supplies:

Each party shall assume all of its costs and expenses of furnishing wildland fire protection resources, according to the performance of this Agreement, unless otherwise agreed by the Parties.

Should parties agree to a reimbursable process the following will apply:

1. Expendable equipment and supplies shall be considered purchased on delivery, and full replacement costs will be reimbursed by the receiving agency. Items should be considered expendable if they are not reusable or cannot be recycled.

2. Non-expendable and accountable equipment and supplies % will be credited to the receiving agency upon return to the sending agency. The cost of refurbishing is reimbursable by the receiving agency unless the sending agency agrees that the receiving agency will perform the work.

3. In the event that any equipment or supplies are damaged beyond repair or not returned, they will either be replaced by the receiving agency with new equipment or supplies of the same quantity and to the sending agency's standards, or full replacement cost will be reimbursed by the receiving agency.

4. Some specialized equipment may be accompanied by trained technicians and/or operators to ensure safe and efficient setup and operation of equipment.

5. It is recommended that all equipment be registered with the respective sending agency's customs authority prior to mobilization.

6. All transportation costs will be reimbursed by the receiving agency

G. Aircraft (Fixed-Wing and Rotor-Wing):

Each party shall assume all of its costs and expenses of furnishing wildland fire protection resources, including costs for lost or damaged wildfire protection resources, according to the performance of this Agreement, unless otherwise agreed by the Parties

If the need arises, aircraft under contract to the U.S. Forest Service and/or Office of Aircraft Services will respond under the following guidelines:

1. All aircraft operations will be conducted under appropriate Forest Service and Office of Aircraft Service. (OAS) or agency contract regulations.

2. Airtankers will operate under the supervision of a qualified Lead Plane and/or Air Tactical Group Supervisor.

3. Suppression aircraft may include restricted category aircraft. At time of dispatch, permission must be received from receiving agency prior to airspace entry.

4. All aircraft will operate from facilities within the U.S. Landings are not authorized within the zone of mutual assistance.

5. AX aircraft will follow normal U.S. Customs re-entry procedures.

6. For fires within the zone of mutual assistance which pose a threat to U.S. resources, only airtankers previously identified will be allowed. Appendix IV will be kept on **file** at NICC and updated as necessary through the season. (See Appendix IV)

7. For requests outside the zone of mutual assistance, agreement to the use of resources will be made under Section I of this Annual Operating Plan guidelines.

8. Aircraft investigation procedures will be coordinated with the Mexican agency involved at the time of the incident/accident.

Should parties agree to a reimbursable process the following will apply:

1. All direct flight costs will be reimbursed by the receiving agency.

2. Minimum contract guarantees will be reimbursed by the receiving agency when the resource order is for aircraft services. Contract. guarantees will not be assessed if the aircraft is used solely to transport personnel between countries

3. Unless otherwise agreed upon between parties to this Agreement, maintenance and/or damage to the aircraft is the responsibility of the contractor and/or owner, and is not reimbursable.

Damage to an aircraft caused as a direct result of agency personnel actions are the receiving agency's responsibility and are reimbursable.

4. All aircraft mobilized to Mexico will be paid by the U.S. under normal contract provisions and reimbursed by Mexico.

5. All contract aircraft mobilized to the U.S. will be paid by either the Office of Aircraft Services or the U.S. Forest Service directly to the vendor, except in cases of government-owned aircraft and current contract aircraft, where appropriate, which will be paid by Mexico and reimbursed by the U.S.

6. All aircraft will meet the receiving agency's specifications for standards and pilot qualifications and will be inspected prior to being put into service.

H. Billing and Payment:

Each party shall assume all of its costs and expenses of furnishing wildland fire protection resources, including costs for lost or damaged wildfire protection resources, according to the performance of this Agreement, unless otherwise agreed by the Parties

Should parties agree to a reimbursable process the following will apply:

1. The billing and payment provisions should provide for direct payment to the sending agency.
2. Invoices for goods and services, provided by Mexico to the U.S., will be paid for in Mexican pesos and invoices for goods and services, provided by the U.S, to Mexico, will be paid for in U.S. dollars
3. All interest charges will be forgiven for overdue accounts on Government-to-Government invoices.
4. Billing will include the following:
 - a. cover letter with reference to specific resource number(s).
 - b. an original itemized invoice.
 - c. backup documentation (summarized listing of salary, supplies, travel and equipment with dates, hours, and crew/equipment/aircraft type)