



**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
Australian Participating Agencies**

I. Purpose

This Annual Operating Plan is prepared pursuant to Part VII of the United States and Australia Arrangement signed in 2002 that provides for wildfire suppression assistance and other fire management activities between Australia and the United States.

II. Contract

This Annual Operating Plan constitutes a binding contract between the parties made in consideration of the mutual obligations set out in it. The Department of the Interior and the Department of Agriculture of the United States of America enter into this contract under the Emergency Wildfire Suppression Act as Amended, U.S. Public Law 100-428, 42 USC, Section 1856m.

III. Definitions

For the purpose of this Annual Operating Plan:

"Australian Participating Agencies" means the State Governments, Statutory Corporations and other corporate entities of Australia who have signed this Annual Operating Plan.

"Plan" means this Annual Operating Plan.

"United States" means those agencies of the U.S. Department of Agriculture and the U.S. Department of Interior involved in wildfire suppression activities and responsible for receiving Australian Participating Agencies Wildfire Suppression Resources or sending U.S. Wildfire Suppression Resources to Australia.

"Receiving Participant" means the Participant receiving Wildfire Suppression Resources.

"Sending Participant" means the Participant furnishing Wildfire Suppression Resources.

"Wildfire" means any forest, range or bush fire.

"Wildfire Suppression Resources" means personnel, supplies, equipment, and other resources required for pre-suppression and suppression activities.

IV. General Procedures

A. Requests for Wildfire Assistance

1. Requests for wildfire assistance from the United States will be made by the Chairman of the Forest Fire Management Group (FFMG) to the Manager, National Interagency Coordination Center, (NICC) at the National Interagency Fire Center (NIFC) in Boise, Idaho, USA.
2. Requests for wildfire assistance from the Participating Agencies of Australia will be made by the Manager, at NICC, to the Chairman of the FFMG. Such requests will only occur when all U.S. civilian capabilities for the type of Wildfire Suppression Resources requested have been exhausted.
3. For billing and reimbursement, or other correspondence, the designated official for the United States will be the Manager, NICC, and for Australia, the designated official will be the Chairman of FFMG or his/her delegate.
4. To minimise delays at points of entry for Customs and Immigration clearances, NICC or FFMG will, 24 hours prior to mobilisation, supply to customs at the Point of Entry (PoE) all transport and arrival information, in the forms specified, containing but not limited to the following details:

Personnel: The full name, country of citizenship, date and country of birth, personal identification number (eg. Social Security Number), passport number, home base and departure point.
Equipment: The item, quantity and serial numbers, carrier and bill of lading number, country of manufacture.
5. Customs Declaration forms will be completed for presentation to customs at the PoE.

B. Personnel

1. Reimbursement for personnel expenditures incurred while performing services under the Plan will be on the following basis:
 - (a) The United States sending wildfire suppression resources to Australia:
 - (1) All United States salary costs to include overtime and relevant allowances submitted for payment will be reimbursed by the Australian Participating Agency in accordance with salary schedules in existence within the United States.
 - (2) The costs of travel, lodging, meals and other expenses normally approved by the United States, will be reimbursed by the Australian Participating Agency when not provided by the Australian Participating Agency.
 - (3) Travel costs (airline tickets, and local transportation) may be billed separately to the Australian Participating Agency.
 - (4) Upon the production of receipts the cost of travel, lodging, meals, vehicle rentals, communication equipment, and other approved expenditures shall be reimbursed when the Australian Participating Agency cannot provide these services through their procurement methods. Lodging and meals will be reimbursed at the rate provided for in the United States travel regulations.
 - (5) Australian Participating Agencies will pay for all immediate medical treatment and any associated costs resulting from an injury incurred in the course of firefighting duties whilst on assignment.
 - (b) Australian Participating Agencies sending wildfire suppression resources to the United States:

- (1) All Australian Participating Agency salary costs including overtime and any other relevant allowances submitted for payment by the Australian Participating Agencies will be reimbursed by the United States in accordance with salary schedules and/or union contracts in existence within the Australian Participating Agencies.
 - (2) At the time of the request for assistance, the Australian Participating Agencies may be reimbursed at a daily flat rate agreed to by the Australian Participating Agencies and the United States that is established and documented prior to the mobilisation of wildfire suppression personnel by the Australian Participating Agencies. The daily rate is in lieu of itemised salary costs, overtime and relevant allowances for wildfire suppression personnel of Australian Participating Agencies.
 - (3) The costs of travel, lodging, meals and other expenses normally covered by the Australian Participating Agencies, will be reimbursed by the United States when not provided by the United States.
 - (4) Travel costs (airline tickets, and local transportation) may be billed separately to the United States.
 - (5) Upon the production of receipts the cost of travel, lodging, meals, vehicle rentals, communication equipment, and other approved expenditures shall be reimbursed when the United States cannot provide these services through their procurement methods. Lodging and meals will be reimbursed at the rate provided for in the Sending Participants travel regulations.
 - (6) The United States pay for all immediate medical treatment and any associated costs resulting from an injury incurred in the course of firefighting duties whilst on assignment.
2. The Receiving Participant will detail any specialised expertise required for fire suppression or fire management assignments.
 3. Prior to mobilisation, the Participating Agencies either sending or receiving wildfire suppression resources will agree to equivalent standards, training, fitness levels, and experience required for each position included in a request.
 4. The United States National Wildfire Coordinating Group (NWCG) Qualifications Handbook (310-1) will be used as the basis for establishing equivalent qualifications. For any request for a position not included in the NWCG 310-1, the Receiving Participant will send documentation outlining the major requirements of the position requested. **NOTE:** Because of limitations of delegating authorities within the U.S. Government, the positions of Incident and Deputy Incident Commander, Area and Deputy Area Commander will not be filled by Australian Participating Agencies personnel under this Annual Operating Plan.
 5. All Participating Agencies under the Plan assigning wildfire suppression personnel to resource requests will certify that the personnel assigned will meet the requirements of the position ordered.
 6. Sending Participant personnel will receive an adequate orientation session from their Participating Agency prior to deployment and another briefing from the Receiving Participant upon arrival. The latter will include a summary of the Receiving Participants operating guidelines. Prior to demobilisation, the Receiving Participant will debrief Sending Participant personnel.
 7. The Sending Participant will provide all of the safety equipment required to meet its regulations. Should additional equipment be required by the Receiving Participant the equipment will be supplied at the expense of the Receiving Participant.

8. The Sending Participant and the Receiving Participant will provide for adequate liaison for the duration of the assistance. In making a request for wildfire suppression resources, the Receiving Participant will allow for the inclusion of a Team Leader, which the Sending Participant shall provide for the full duration of the period of assistance. The Team Leader supplied by the Sending Participant shall be responsible for:
 - (a) Operational liaison and coordination functions as required by the Receiving Participant;
 - (b) *Health, safety, welfare and commissary needs of Sending Participant's personnel during non-operational periods of the deployment and*
 - (c) Liaison and public relations coordination functions for the Sending Participant
9. Length of deployment, rest and rotation for personnel shall be identified prior to the commencement of the deployment to the Sending Participant. The Sending Participant shall adhere to rest, rotation, and length of deployment policies of the Receiving Participant (providing they do not conflict with the Sending Participant's policies and procedures in which case the Sending Participant's policies and procedures shall prevail).
10. All Sending Participant personnel shall carry with them two examples of identification (at least one of which must be photographic identification).
11. Any criminal conviction may prohibit mobilisation to the Receiving Participant's country. If an individual has been convicted of minor criminal offences, the individual may, at the discretion of the Receiving Participant, be required to undergo an interview process with the Receiving Participant's immigration office to determine whether the individual may be mobilised. All costs associated with the process will be borne by the individual or the Sending Participant. The Receiving Participant retains the right to refuse entry to any individual from the Sending Participant whom the Receiving Participant deems undesirable.

Nothing in this clause derogates from any powers of the U.S. or Australian customs and immigration authorities to refuse entry by any person to either country under relevant legislation.
12. Prescription drugs must remain in their original labelled container or be accompanied by a prescription.
13. Personal cargo weight for incident deployment shall be a total of 65 lbs. (29.5 kg), which includes a personal or deployment pack of 45 lbs. (20.4 kg) and a line pack of 20 lbs. (9.1 kg). Additional cargo must be identified and approved by the Sending Participant and the Receiving Participant.

C. Equipment and Supplies

1. Equipment provided to the Sending Participant by the Receiving Participant remains the property of the Receiving Participant.
2. Where considered necessary by the Sending Participant, specialised equipment may be accompanied by trained technicians and/or operators to ensure safe and efficient set up and operation of the equipment. All salary costs including overtime, and any other relevant allowances submitted for payment by the Sending Participant will be reimbursed by the Receiving Participant in accordance with salary schedules and/or union contracts in existence within the Sending Participant Agencies.
3. It is recommended that all equipment be registered with the respective Sending Participant's customs authority prior to mobilisation.
4. The cost of equipment refurbishing to the Sending Participant's specification is reimbursable by the Receiving Participant unless the Sending Participant agrees that the Receiving Participant will perform the work.
5. All transportation costs of equipment belonging to the Sending Participant will be reimbursed by the Receiving Participant.

D. Recall

The recall of resources from the Receiving Participant shall be made with a minimum of 24 hours notice. Recall will be in accordance with the procedures for requesting resources.

E. Personal Injury, Death, Damage to or Loss of Property, and Insurance Coverage

1. (a) All employees, contractors, sub-contractors or agents of the Sending Participant sent to provide wildfire assistance to the Receiving Participant pursuant to the Plan are, for the purposes of tort liability only, considered to be employees and agents of the Receiving Participant. The only remedies for acts or omissions committed while fighting fires shall be those provided under the laws of the jurisdiction in which assistance is provided to the Receiving Participant and those remedies shall be exclusive remedies for any claim in tort arising out of fighting fires in a foreign country. Neither the Sending Participant nor any personnel sent by it to provide wildfire assistance to the Receiving Participant or any organisation associated with such personnel shall be subject to any action in tort pertaining to or arising out of fighting fires.
 - (b) The Receiving Participant agrees to assume any and all liability for the tortious acts or omissions of personnel sent to provide wildfire assistance to the Receiving Participant pursuant to the Plan including liability for all loss and damage suffered by any person as a result of such acts or omissions. Without limiting the generality of the foregoing, the Receiving Participant's assumption of such liability extends to the payment of any damages or other amounts awarded, whether by a court or other person or body, to any person who has suffered or claims to have suffered loss and damage as a result of such acts or omissions, any amount paid or payable to such claimant in settlement of the claim, and all costs incurred in relation to the claim.
 - (c) In the event that the Sending Participant or any personnel sent by it to provide wildfire assistance to the Receiving Participant are the subject of any claim by any person arising out of tortious acts or omissions committed or alleged to have been committed by them in the course of providing such assistance, the Receiving Participant will undertake at its cost the defence of such claim on behalf of the Sending Participant or its personnel, provided always that the Receiving Participant retains the right to compromise or settle any such claim on behalf of the Sending Participant or its personnel as in its sole discretion the Receiving Participant sees fit.
2. Subject to clause 1 of this Part, each Participant waives any claims against the other Participant and of each component of that Participant for compensation for loss, damage, personal injury, or death occurring as a consequence of the performance of activities undertaken pursuant to the Plan.
 3. (a) The U.S. Departments of Interior and Agriculture, self-insure employees of the United States Government while on official work assignments and on official travel status. Therefore, employees of the U.S. Government will not require additional insurance coverage under the Plan for activities conducted on behalf of an Australian Participating Agency.

(b) Prior to personnel of any Australian Participating Agency being deployed to the United States, Australian Participating Agencies will ensure that appropriate personal injury and death insurance coverage is in place for each of their personnel deployed in response to United States wildfire suppression resources requests. Additional personal injury and death insurance costs necessarily incurred by Australian Participating Agencies by reason of their deployment will be reimbursed by the United States.

F. Billing and payment

Billing procedures for emergency fire suppression assignments are as follows:

1. The billing and payment requests should be submitted directly to the designated official of the Receiving Participant as identified in IV.A.3.

2. Invoices for goods and services will be paid in the Receiving Participant's currency.
3. All interest charges will be forgiven for over-due accounts on Government-to-Government invoices provided payment is made within 6 months of the last date of the billing document being received by the Receiving Participant.
4. Billing will include the following:
 - (a) Cover letter with reference to specific resource request information;
 - (b) An original itemised invoice.
5. The Sending Participant will include backup documentation summarising listing of salary, supplies, travel, and equipment with dates, hours, and crew, equipment, or aircraft type. This will not be required for flat rate billing as provided in IV.B.1 (b)(2), except for all travel, supplies and equipment expenses incurred by the Sending Participant.

G. Situation Reporting

The NICC Manager and the FFMG Chairman or his delegate will exchange daily situation reports throughout the period of the deployment of Australian or U.S. Participating Agency personnel. The report should include information on activities undertaken by deployed personnel, fire situations, problems encountered, and achievements. Monitoring and evaluating the changing conditions associated with the emergency will be the responsibility of the Receiving Participant.

H. Review, Amendment and Termination

1. The Plan shall be reviewed annually on or before 15 May by the Participating Agencies and updated and renewed as may be agreed between the Participating Agencies.
2. Any Participating Agency may terminate its participation in the Plan upon the expiration of reasonable notice in writing given to each other Participating Agency, such notice to be not less than three months.

I. Governing Law and Jurisdiction

1. Subject to clause 2 of this part, the Plan shall be governed by the laws of the United States of America.
2. Where wildfire suppression assistance is provided to a Receiving Participant pursuant to the Plan, all matters concerning the interpretation or enforcement of the Plan, and all questions, disputes or claims of whatever nature, arising out of or in relation to the provision of such assistance will be governed by the laws of the jurisdiction in which the Receiving Participant receives such assistance. Each Participant submits to the non-exclusive jurisdiction of courts exercising jurisdiction in that place and waives any right it might have to claim that those courts are an inconvenient forum.

J. Counterparts

The Plan may consist of a number of counterparts each of which when executed shall be an original and all counterparts together shall constitute one and the same instrument.