

INTERNATIONAL AGREEMENT

Between the

**US DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT,
US DEPARTMENT OF AGRICULTURE, FOREST SERVICE FOR THE NATIONAL
MULTI-AGENCY COORDINATION GROUP FOR AND ON BEHALF OF THE
GOVERNMENT OF THE UNITED STATES OF AMERICA**

And the

**SECRETARY OF THE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENT
FOR ITSELF AND AS AGENT OF THE CROWN IN THE RIGHT OF EACH AUSTRALIAN
STATE AND TERRITORY AND THE CROWN IN THE RIGHT OF NEW ZEALAND**

This International Agreement (IA) is made and entered into between the US Department of Interior (USDI), Bureau of Land Management hereinafter referred to as BLM and the US Department of Agriculture (USDA), Forest Service, hereinafter referred to as Forest Service under the authority of Public Law 101-11, Temporary Emergency Wildfire Suppression Act, approved April 7, 1989, and 42 USC 1856p.

And the

The Secretary of the Department of Natural Resources and Environment (NRE) on behalf of the Fire Control Officers Group (FCOG) and associated agencies as detailed in Schedules 1 & 2.

I. PURPOSE:

The purpose of the agreement is to facilitate mutual assistance in wild land fire fighting between Australia, New Zealand and the United States of America.

II. AUTHORITY:

The Public Law 1-101, Temporary Emergency Wildfire Suppression Act and 42 USC 1856p provide authority to enter into an agreement with any foreign country for wildfire suppression support.

III GENERAL PROCEDURES:

Requests for assistance will be channelled by the most expeditious means to the appropriate authorized official in accordance with the following:

1. Requests for assistance from the USA will be made from the relevant Australian and New Zealand agencies via NRE to the National interagency Coordination Center (NICC) at the National Interagency Fire Center (NIFC) in Boise, Idaho. The authorized officials are the BLM Director or the US Forest Service Director at NIFC.
2. Requests for assistance from participating Australian and New Zealand agencies will be made from NIFC to Chief fire Officer or NRE.

3. NRE and NIFC will be responsible for providing the US and Australian and New Zealand officials with the names of the authorized Australian and New Zealand officials within fourteen days of request for assistance.

IV. PERSONNEL

1. Reimbursement for personnel 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 lending agency or as rates agreed in advance of engagement.
 - b. The costs of travel, and daily personnel care costs shall in all cases be reimbursed by the receiving agency. Where daily rates are not in effect receipts are required for all expenses.
 - c. All medical and associated compensation costs incurred in the course of the deployment to the requesting agency.
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 and health and safety 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 lending agency will attempt to provide all the safety equipment required to meet their regulations. Should additional equipment be required by the receiving agency, the receiving agency will supply at their expense.
6. When appropriate the lending agency and receiving agency will provide for adequate liaison. The liaison from the receiving agency will be responsible for the health, safety, welfare and commissary needs of all personnel engaged.
7. The requesting agency will insure that immediate medical services are afforded to any member of the incoming forces regardless of the nature of the requirement or the type of medical aid required. Costs for medical services will be covered by the requesting agency until the employee is returned to the fire line of sending agency, other than costs for ongoing rehabilitation which shall continue to be met by the requesting agency.
8. Death or long-term compensation claims will go through sending agencies workers compensation program and billed for reimbursement to the receiving agency.
9. All personnel should carry with them two examples of identification and my conviction may prohibit mobilization to the receiving country.
10. If an individual is deemed inadmissible due to minor criminal/felony offences, the individual will be required to undergo an interview process with Immigration. All costs associated with the process will be born by the individual or the receiving agency.

V. EQUIPMENT AND SUPPLIES

1. Expendable equipment and supplies shall be considered purchases 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 lending agency. The costs 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 lending agency's standards, or full replacement cost will be reimburse by the receiving agency.
4. Some specialized equipment may be accompanied by trained technicians and/or operators to ensure safe and efficient set up and operation of equipment.
5. It is recommended that all equipment be registered with the respective lending agencies customs authority prior to mobilization.
6. All transportation costs will reimbursed by the receiving agency.

VI. AIRCRAFT (This section applies to contract and government owned aircraft.

1. Reimbursement will be made on the following basis:
 - a) All direct flight costs will be reimbursed by the receiving agency.
 - b) 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.
 - c) 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.
2. All contract aircraft mobilized to the USA will be reimbursed by the USA.
3. All aircraft will meet the receiving agency's specifications for standards and pilot qualifications and will be inspected prior to being put into service.

VII. INDEMNITY

1. The Government of the United States of America hereby indemnifies and undertakes to keep indemnified the Secretary to the Department of Natural Resources and Environment of the State of Victoria Australia and the State of Victoria and their officers, employees, servants and agents from and or against all actions, claims, demands, costs and expenses of whatever nature (including the costs of defending or settling any action, claim or demand) and howsoever missing either directly or indirectly from or in consequence of any act or omission of any Department of Natural Resources and Environment an or State of Victoria officer, employee, servant or agent as defined in Schedule 1 and Schedule 2 attending the United States to assist any entity or person within the United States either directly or indirectly in response to

a request made by the United States National Interagency Multi Agency Coordination Group or any similar request made for and on behalf of the United States. Such indemnity will be extended to all agencies listed in schedules 1 & 2 of this agreement and to their associated governments officers, employees, servants and agents.

2. The receiving agency agrees to reimburse to a sending agency all extra workers' compensation insurance costs incurred by the sending agency as a result of worker's compensation claim being made in respect of any injury occurring during the term of this agreement.

VIII RECALL

The recall resources from the receiving agency shall be communicated through NICC and the NRE Emergency Coordination Centre and the lending agency will attempt to give 24 hours notice.

IX BILLING AND PAYMENT

1. The billing and payment should be submitted directly to the receiving agency for processing.
2. Invoices for goods and services, provided by Australia, New Zealand to the United States will be paid for in US dollars and invoices for goods and services, provided by the United States to Australia/New Zealand, will be paid for in US dollars.
3. All interest charges will be forgiven for over-due accounts on Government to Government invoices provided payment is made prior to the following 30 June.
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).
5. United States billing will be to the following address:

National Interagency fire Center
3833 South Development Ave.
Boise, ID 83705-5354

6. New Zealand and Australia billing will be NRE.

X. AUTHORIZATION

The principal contacts for this LA are:

Forest Service

USDA, Forest Service
3833 SO. Development Ave.
Boise, ID 83705

BLM

USDI, BLM
3833 So. Development Ave.
Boise, ID 83705

Australia/New Zealand

Fires Management
Department of Natural Resources & Environment

PO Box 41
EAST MELBOURNE 3002
VICTORIA
AUSTRALIA

Forest Service

| | |
|---------------------------------|---------------------------------|
| FS Accounting Station | - Washington Office, NIFC, 1302 |
| Job Code | - Various |
| FS Agreement No. | - 00-11130200-0148 |
| FS Agency Location Code | - 12-40-1100 |
| Budget Object Code | - N/A |
| Performing Agency Location Code | - N/A |
| FS Reference Document No. (MO) | - 1302 13020000-01-48 |

Send bill to: USDA, Forest Service
 Attn: Tory Majors
 3833 So. Development Ave.
 Boise, Idaho 83705

Bureau of Land Management

| | |
|---------------------------------|------------------|
| Fund Code | - N/A |
| BLM Agreement No. | - 1422RAA100-001 |
| BLM Agency Location Code | - 14-11-0008 |
| Performing Agency Location Code | - (Insert ALC) |

Send bill to: USDI, Bureau of Land Management
 Attn: Rich Harter
 3833 So. Development Ave.
 Boise, Idaho 83705

1. A detailed list of charges incurred will be made available upon request. Any excess funds not used for the agreed costs shall be refunded to the Forest Service and/or BLM or NRE (as the case may be upon expiration of this International Agreement).
2. Modifications within the scope of this International Agreement shall be made by mutual consent of all parties, by the issuance of a written modifications, signed and dated by all parties, prior to any changes being performed. The Forest Service, BLM and NRE are not obligated to fund any changes not properly approved in advance.
3. Any one of the parties, in writing, may terminate their portion of this instrument in whole, or in part, at any time. Full credit shall be allowed for each party's expenses and all non-cancellable obligations properly incurred up to the effective date of termination.
4. This International Agreement is executed as of the date of the last signature and, unless terminated sooner, is effective through five years from that date at which time it will be reviewed.

SCHEDULE 1

Fire Control Officers Group

| Nation | State of Territory | Agency | Member |
|-------------|------------------------------|--|-----------------|
| Australia | Victoria | Department of Natural Resources & Environment | |
| Australia | New South Wales | State forests of New South Wales | Paul De Mar |
| Australia | Australian Capital Territory | ACT Forest | Tony Bartlet |
| Australia | Western Australia | Department of Conservation and Land Management | Rick Sneeuwjagt |
| Australia | Tasmania | Forestry Tasmania | Dick Chuter |
| Australia | Tasmania | Parks and Wildlife Service Tasmania | Tony Blanks |
| Australia | Queensland | Department of Primary Industry | Mike Thomas |
| Australia | Northern Territory | Bush Fire Council of the Northern Territory | Tirn McGuffog |
| New Zealand | | New Zealand Fire Service Commission | Murray Dudfield |
| New Zealand | | Department of conservation. New Zealand | Kerry Hilliard |

SCHEDULE 2
Associated Agencies

| Nation | State of Territory | Agency |
|-----------|--------------------|---|
| Australia | Victoria | Parks Victoria |
| Australia | Victoria | Country Fire Authority |
| Australia | Queensland | National parks and Wildlife Service, Department of environment and Heritage |
| Australia | New South Wales | NSW Rural Fire Service |
| Australia | Tasmania | Tasmania Fire Service |
| Australia | South Australia | SA Department of Environment and Heritage |