

**WILDFIRE PROTECTION AGREEMENT BETWEEN THE DEPARTEMENT OF THE
INTERIOR AND THE DEPARTMENT OF AGRICULTURE OF THE UNITED STATES OF
AMERICA AND THE SECRETARIAT OF ENVIRONMENT, NATURAL RESOURCES, AND
FISHERIES OF THE UNITED MEXICAN STATES FOR THE COMMON BORDER**

The Department of the Interior and the Department of Agriculture of the United States of America, on the one hand, and the Secretariat of Environment, Natural Resources, and Fisheries of the United Mexican States, on the other hand (hereinafter referred to as the Parties);

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

RECOGNIZING that it is desirable and in the public interest to provide for coordinated action between both countries to facilitate effective use of wildfire protection resources to suppress wildfires on both sides of the border;

HEREBY AGREE AS FOLLOWS:

**ARTICLE I
Purpose**

The purpose of this Agreement is to enable wildfire protection resources originating in the territory of one country to cross the United States-Mexico border in order to suppress wildfires on the other side of the border within the zone of mutual assistance in appropriate circumstances.

The purpose of this Agreement is further to give authority for Parties to cooperate on other fire management activities outside the zone of mutual assistance

**ARTICLE II
Definitions**

For the purposes of this agreement:

1. "Wildfire" means a fire that occurs in a "wildland" area, such as a range or forest, in which development is essentially non-existent except for roads, railroads, power lines, and similar transportation facilities, and structures, which if these exist, are widely scattered and are used primarily for recreation or agricultural purposes.
2. "Wildfire protection resources" means personnel, supplies, equipment aircraft, vehicles, vessels, radios and specialized machinery or other resources, whether owned or contracted, that are intended for wildfire suppression or the transport of wildfire suppression equipment or personnel.
3. "Zone of mutual assistance" means the area of up to 16 kilometers (10 miles) on each side of the United States-Mexico border.
4. "Receiving Party" means the Party receiving wildfire protection resources.
5. "Sending Party" means the party furnishing wildfire protection resources.

**ARTICLE III
Obligations**

1. Each Party shall immediately consider the request of the other Party, whether a Receiving Party or a sending Party, for cross-border movement of wildfire protection resources within the zone of mutual assistance, and, to the fullest extent practicable, promptly approve such request.
2. The Parties shall ensure that annual operating plans are generated in accordance with Article VII.
3. Each Party may obtain, as appropriate, the participation of its state, regional, local, private or tribal fire organizations in the implementation of this Agreement, subject to its national laws and regulations.

ARTICLE IV Reimbursement

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.

ARTICLE V Cross-Waiver of claims

1. 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.
2. Each Party shall, by contract Or otherwise, extend the cross-waiver of liability set forth in paragraph I 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.
3. The cross-waiver of liability set forth in paragraph I above shall not apply to:
 - (a) Claims between a Party and its agencies, employees, contractors, subcontractors or agents;
 - (b) Claims arising from willful misconduct; and
 - (c) Claims arising from criminal conduct.

ARTICLE VI Entry of Personnel and Equipment

The Parties are committed to work together, with the involved agencies of their respective governments, to process appropriate legal documentation, within the applicable laws and regulations of both countries, and to otherwise facilitate entry to and exit from its territory of all personnel engaged in wildfire-protection pursuant to this Agreement. Also, each Party shall undertake all reasonable steps and use its best efforts, within applicable laws and regulations of both countries, to facilitate the admission of all supplies, equipment, aircraft, vehicles, specialized machinery, or other equipment whether owned or contracted, that are-used or intended for use in wildfire suppression or transport of wildfire suppression equipment, or personnel pursuant to this Agreement without entry fees and without payment of any duties or taxes imposed by reason of importation.

ARTICLE VII Annual Operating Plans

1. Annual Operating Plans shall be concluded and executed between the Parties.
2. Each Annual Operating Plan shall:
 - (a) identify designated points of contact responsible for fire suppression within the applicable subregion within the zone of mutual assistance.
 - (b) Set forth specific criteria for approving requests for wildfire protection resources;
 - (c) Develop plans for mobilization Of wildfire protection resources on each side of the United States-Mexico border;
 - (d) Establish procedures for efficient and timely communication of relevant information between designated points of contact;
 - (e) Provide for complete and timely reporting and recordkeeping of all wildfire suppression incidents occurring in the subregion within the zone of mutual assistance;

- (f) Identify the necessary procedures and legal documentation, which are to be completed, with agencies of the governments, for the expeditious cross-border movement of wildfire protection resources;
 - (g) Specify the conditions and procedures for the reimbursement, as deemed appropriate, of the Sending Party for the furnishing of wildfire protection resources; and
 - (h) Include terms consistent with Article V, a cross waiver for compensation for loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement.
3. The Parties may recommend the development of operating plans for other fire management activities outside the zone of mutual assistance, subject to the approval of their respective governments.
4. The Parties shall maintain on file copies of all Annual Operating Plans.

ARTICLE VIII

Status of Personnel

1. Any service performed in furtherance of this Agreement by an employee of a Party shall constitute service performed on behalf of that Party.
2. The performance of a service under this Agreement by any employee, contractor, subcontractor or agent of one Party shall in no case render such person an employee, contractor, subcontractor or agent of the other Party.

ARTICLE IX

Legal Considerations and Relationship to Other Agreements

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

ARTICLE X

Dispute Settlement

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

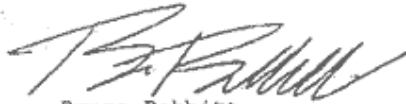
ARTICLE XI:

Final Provisions

1. This Agreement shall enter into force upon signature by the Parties and shall remain in force for five years.
2. This Agreement may only be amended or extended by mutual, written agreement of the Parties, and such agreement shall specify the date upon which such amendments shall take effect.
3. This Agreement may be terminated at any time by either Party upon six months written notice to the other Party
4. The termination of this Agreement shall not affect the implementation of any fire suppression effort being carried out under this Agreement at the time when it was in force.

Signed in Mexico City, this fourth day of June, 1999, in three originals, in the English and Spanish languages, all texts being equally authentic.

FOR THE UNITED STATES
DEPARTMENT OF THE INTERIOR:



Bruce Babbitt
Secretary

FOR THE SECRETARIAT OF ENVIRONMENT,
NATURAL RESOURCES AND FISHERIES OF
THE UNITED MEXICAN STATES



Julia Carabias Lillo
Secretary

FOR THE UNITED STATES
DEPARTMENT OF AGRICULTURE



Anne Kennedy
Deputy Under Secretary
For Environment and Natural
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