



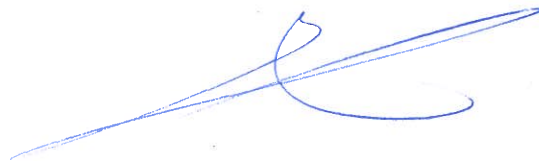
OPERATING PLAN FOR THE EXCHANGE OF WILDLAND FIRE MANAGEMENT RESOURCES BETWEEN CANADIAN AND MEXICAN PARTICIPANTS

2018

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Operating Plan

1. Purpose

This Operating Plan is prepared pursuant to the Memorandum of Understanding for the Exchange of Wildland Fire Management Resources between Canadian and Mexican Participants signed February 14, 2014 (the "Memorandum of Understanding"), with the purpose of setting the basis to provide mutual assistance for wildland fire management and implement actions in other areas of cooperation for wildland fire management between Canada and Mexico.

2. Legal Compliance

This Annual Operating Plan constitutes a binding agreement between the Participants to the Memorandum of Understanding made in consideration of the mutual obligations set out herein. These obligations between Participants shall be carried out through their respective Coordinating Authorities as established in paragraph 3(b) of the Memorandum of Understanding.

3. Definitions

Additionally, to definitions established in paragraph 2 of the Memorandum of Understanding, the following definitions shall apply:

- 3.1 **"Agency Representative (AREP)"** means a representative of the Sending Participant based either at a Receiving Participant's Fire Centre, at an incident or other field locations, who has delegated authority to make decisions on matters affecting the Sending Participants' resources at an incident or within that jurisdiction. The AREP reports to the Senior Agency Representative (SREP) or the Interagency Resource Representative (IARR), or in their absence, directly to the Sending Participants Coordinating Authority.
- 3.2 **"Air Attack Officers (AAO)"** means the person responsible for directing, coordinating, and supervising a fire suppression operation involving the use of aircraft to deliver retardants, suppressants, or fire fighting forces to or on a fire.
- 3.3 **"Air Tactical Group Supervisor (ATGS)"** means the person primarily responsible for the coordination of all tactical missions of fixed and/or rotary-wing aircraft operating in incident airspace.
- 3.4 **"CIFFC"** means the Canadian Interagency Forest Fire Centre Inc.; the Coordinating Authority for the Canadian Participants.
- 3.5 **"Coordinating Authority"** means the institution or area/office/department designated by Participants, as per paragraph 3(b) of the Memorandum of Understanding, authorized to request and receive resources for wildland fire management as well as for coordinating their use.
- 3.6 **"Crew Leader"** means a Type 1 wildfire crew leader who is the primary supervisor in command of usually 2 - 19 crew members and responsible for their performance, safety, and welfare while maintaining the span of control. The Crew Leader may be responsible for overall management of the incident and reports to the Agency Administrator.
- 3.7 **"Crew Member"** means a Type 1 wildfire crew member used in the control or suppression of a wildfire and works as a member of a Type 1 wildfire crew.
- 3.8 **"Demobilization Date"** means the date the human resource returned to their home base in their home country.
- 3.9 **"GMF"** means the Fire Management Unit of the National Forestry Commission. (CONAFOR), the Mexican Coordinating Authority.
- 3.10 **"Designated Official"** means the officials responsible of the wildland fire management activities, from the Participants authorized to request, receive, register and coordinate operation and demobilization of wildland fire management resources.
- 3.11 **"Expendable equipment"** means items that cannot to be reused or refurbished or recycled.

- 3.12 "Immediate Recall"** means the return of the Sending Participants aircraft resources as soon as practical on the day of the recall or the morning of the following day.
- 3.13 International Interagency Resource Representative (IARR)** means a representative of the Sending Participant based at the Receiving Participants' Coordination Authority or a Receiving Participants' Fire Centre who has been delegated authority to make decisions on matters affecting all the Sending Participants' resources the Receiving Participants' country. The IARR reports directly to the Sending Participants' Coordinating Authority.
- 3.14 "Invoice Duration"** means the total number of days from the mobilization to demobilization dates, inclusive.
- 3.15 "Logistical and Administrative Processes"** means all administrative and logistical activities associated with a deployment (including pre and post), of Wildland Fire Management Resources,
- 3.16 "Marshalling Point"** means a designated location where the Sending Participants' human resources are assembled for departure to the Receiving Participants' country.
- 3.17 "Mobilization Date"** means the date the human resource departed their home base in their home country.
- 3.18 "Memorandum of Understanding"** means the Memorandum of Understanding for the Exchange of Wildland Fire Management Resources between Canada and Mexican Participants dated February 14, 2014.
- 3.19 "Non-Expendable equipment"** means items that are intended to be reused, and/or refurbished/ recycled.
- 3.20 "Participant"** means a Canadian or Mexican signatory to the Memorandum of Understanding.
- 3.21 "Plan"** means this annual Operating Plan.
- 3.22 "Receiving Participant"** means a Participant receiving wildland fire management resources under this Plan.
- 3.23 "Sending Participant"** means a Participant sending wildland fire management resources under this Plan.
- 3.24 Senior Agency Representative (SREP)** means a representative of the Sending Participant based at a Receiving Participant's Fire Centre, who has been delegated the authority to make decisions on matters affecting the Sending Participant's resources at an incident or within that jurisdiction. The SREP reports to the Interagency Resource Representative (IARR) or the Sending Participants' Coordinating Authority and is the link between the field AREP and the IARR.
- 3.25 "Strike Team Leader"** means the individual responsible for supervising a strike team. Reports to a Division/Group Supervisor or Operations Section Chief.
- 3.26 "Wildland"** means an area in which development is essentially non-existent, except for roads, railroads, powerlines, and similar transportation facilities and where structures, if any, are widely scattered.
- 3.27 "Wildfire"** means unplanned or unwanted natural or human-caused fire (i.e., forest, range or bush fire), regardless of the ignition source, damages or benefits; for the purposes of this operating plan the term "Wildland Fire" is used synonymously with "Wildfire."
- 3.28 "Wildland Fire Management Assistance"** means assistance in the prevention or management of wildland fire under this Plan.
- 3.29 "Wildland Fire Management Resources"** means human resources, equipment, and supplies, including aircraft, available or potentially available for Wildland Fire Management activities.

4. General Procedures

4.1 Request for Wildland Fire Management Assistance

Requests for assistance shall be carried out through the respective Coordinating Authorities of the Participants and subject to the respective immigration legislations and regulations of the Participants' countries.

- 4.1.1. The Resource Request for Assistance (RRFA) template in Annex B or other written request in much the same form shall be used for requesting resources by the Coordinating Authorities for Receiving Participants. The RRFA shall stipulate rates for: reimbursement, human resources requested, length of deployment, withdrawal/recall of resources and other pertinent information.
- 4.1.2. Requests for assistance from Canada to Mexico shall be placed to GMF.
- 4.1.3. Requests for assistance from Mexico to Canada shall be placed to CIFFC.
- 4.1.4. The Coordinating Authorities shall keep the Mexican Agency and the Canadian Agency informed of requests for assistance and resulting intended movement of Wildland Fire Management Resources under this Plan.
- 4.1.5. CIFFC and GMF separately shall be responsible for providing the names of the Canadian and Mexican designated officials annually as specified in the paragraph 6b (i) of the Memorandum of Understanding and Annex A of this Plan.
- 4.1.6. To minimize delays at border crossings for Customs & Immigration clearances, CIFFC or GMF shall endeavour to provide the following information to the Customs & Immigration Point of Entry (PoE) of the Receiving Participant, in the form provided by the Receiving Participant Coordinating Authority, seventy-two hours prior to departure if possible and in any event as soon as practicable:

- 1) Official CIFFC/ GMF Resource Request for Assistance order.
- 2) Official letter with contact information.
- 3) International manifest.
- 4) All transport and arrival information.
- 5) Point of Entry for Customs & Immigration.
- 6) Others documentation as advised to the Sending Participant.

NOTE: The Receiving Participant Coordinating Authority will provide their 'International Manifest' to the Sending Participant Coordinating Authority.

- 4.1.7. In addition to the information set out in clause 4.1.4, the following may also be required at the PoE:
 - a) Human Resources:
 - Full legal name (as it appears on Passport)
 - Date of Birth
 - Country of Birth
 - Citizenship
 - Passport number and expiry date
 - Country of Passport (issued by)
 - Home base
 - Visa or electronic Travel Authorization (eTA)
 - Additionally, in the case of aircraft crew, licenses, permits or authorizations as appropriate.
 - b) Equipment:
 - Item
 - Quantity
 - Serial or identification numbers
 - Carrier (with drivers' full legal name(s) and contact information)



- Bill of lading number
 - Country of manufacturing
 - Point of entry.
- c) Aircraft:
- Registration number
 - Call sign
 - Aircraft type and model
 - International manifest for flight crew information (same as Human Resources)
 - Registered owner
 - For aircraft flight following, the Equipment Serial Number (ESN) including service provider and device type
 - Complete flight plan (including fuel stops, etc.)
 - Significant cargo (i.e. spares kit with content list)
 - Point of Entry (PoE)
- d) Any additional information as may be required by Customs & Immigration in relating to Human Resources, Equipment of Aircraft.
- 4.1.8. Customs Declaration forms will be completed for presentation to Customs & Immigration at Point of Entry, according with applicable laws and regulations of each country.
- 4.1.9. All documentations and confirmations including financial will be exchanged electronically.

4.2 Human Resources

- 4.2.1. Reimbursement for services performed by human resources will be on the following basis:
- a) The Receiving Participant shall be responsible for reimbursing the Sending Participant for compensation and associated benefits, overtime and hazard pay that is invoiced by the Sending Participant.
 - b) The cost of travel, accommodation, meals, vehicle hire, communication equipment, medical services as well as other expenditures approved by the Receiving Participant and supported by receipts shall be reimbursed by the Receiving Participant to the Sending Participant in the event the Receiving Participant cannot provide these services.
 - c) Where accommodations and meals are not provided by the Receiving Participant, the Receiving Participant shall reimburse the Sending Participant's for actual accommodation costs by receipts and the agreed to meal rates for that participant.
 - d) The Sending Participant will complete the Mobilization Date, Returned Date and "Invoice Duration" as per Receiving Participant Coordinating Authorities demobilization procedures.
- 4.2.2. An acceptable daily flat rate established and documented prior to mobilization for human resources, may be used in lieu of clause 4.2.1a., as follows:
- a) The flat rate shall include compensation and associated benefits, and overtime and hazard pay, and logistical and administrative in-country support for the deployments.
 - b) The flat rate shall not cover the cost of travel, accommodation, per diem, vehicle hire, communication equipment, and medical services or other expenditures approved by the Receiving Participant and supported by receipts. These costs shall be reimbursed by the Receiving Participant to the Sending Participant in addition to the flat rate, when the Receiving Participant cannot provide these services.

- c) Where accommodation and meals are not provided by the Receiving Participant, the Receiving Participant shall reimburse the Sending Participant for actual accommodation costs by receipts and the agree to meal rates.
 - d) The Sending Participants' will complete the Mobilization Date, Returned Date and "Invoice Duration" as per Receiving Participant Coordinating Authorities demobilization procedures.
- 4.2.3. Costs (transport, accommodations, meals) associated with marshalling human resources to the 'Marshalling Point' (Ready to Load location) and return to the participant home location (home base) is recoverable by the Sending Participants.
- 4.2.4. Prior to mobilization, the Receiving Participant and the Sending Participant will agree through their Coordinating Authorities on equivalent standards, training, fitness levels, and experience required for each position included in a request for Wildland Fire Management Assistance.
- 4.2.5. The Sending and Receiving Participants will agree, through their Coordinating Authorities, on a safety plan to address any health and safety issues identified in relation to a request under this Plan.
- 4.2.6. The Receiving Participant through its respective Coordinating Authority shall send documentation outlining the requirements of each position requested. The Sending Participant will make best efforts to ensure that the Sending Participant human resources meet the requirements as listed taking in account any agreement reached under Clause 4.2.4. The Receiving Participant will accept the Sending Participant's human resources qualifications as equivalent.
- 4.2.7. Any change in assignment position, from that which was originally ordered, must be approved by either the IARR, SREP or AREP or Sending Participant designated official. Any reassignment must be documented by the Receiving Participant using a Personnel Reassignment Position form.
- 4.2.8. When appropriate the Sending Participant and Receiving Participant, through their Coordinating Authorities, shall provide adequate liaisons for the duration of the assistance (assignment).
- a. CIFFC or CONAFOR may request an IARR to assist the Receiving Participant Coordinating Authority, with the Sending Participant resources.
 - b. Coordinating Authority of the Sending Participant may request an IARR to coordinate their resources with the Coordinating Authority of the Receiving Participant.
 - c. The IARR, through their Coordinating Authority, may request a SREP to assist at the Regional Centre, when applicable. The SREO shall coordinate the resources and the AREPs assigned to that region and shall report to the IARR.
 - d. The Sending Participant IARR, SREP or AREP will be jointly responsible with the Receiving Participant for the health, safety, welfare and commissary needs of Sending Participant human resources, including all administrative and operational documentation.
- 4.2.9. All Sending Participants' human resources shall receive an orientation in country session prior to their assignment and a debriefing in country prior to demobilization, by the Receiving Participant.
- 4.2.10. Deployment duration of Sending Participant human resources shall be negotiated and agreed, by the Coordinating Authorities, prior to the mobilisation.
- 4.2.11. All human resources shall carry a valid passport with at least six months' unexpired validity as at the projected end of the deployment.
- 4.2.12. A felony or criminal conviction may prohibit entry of human resources from the Sending Participant to the Receiving Participant's country and the Sending Participant is



responsible for making any necessary inquiries in this regard and ensuring that all Sending Participant human resources are eligible for entry.

- 4.2.13. Customs & Immigration of the Receiving Signatory may prohibit entry at its sole discretion.
- 4.2.14. Prescription drugs must remain in their original labelled container or be accompanied by the prescription.
- 4.2.15. The Sending Participant shall provide all safety equipment required to meet its regulations. Should additional equipment be required by the Receiving Participant, the Receiving Participant shall supply it at its expense.
- 4.2.16. The Receiving Participant shall ensure that immediate medical services are provided to any human resource of the Sending Participant regardless of the nature or the type of medical aid required.
- 4.2.17. Personal cargo weight shall be a total of 30.0 kg (72 lbs), which includes 2 two (2) separate bags. One personal or deployment pack of 33.0 kg (50 lbs) per air travel regulations and one PPE pack of 10.0 kg (22 lbs).

Additional cargo shall be identified and approved by the Sending Participant and the Receiving Participant, if warranted prior to departure.

4.3 Equipment and Supplies

- 4.3.1 Equipment provided by the Sending Participant remains the property of the Sending Participant.
- 4.3.2 Equipment provided to the Sending Participant by the Receiving Participant remains the property of the Receiving Participant.
- 4.3.3 Expendable equipment and supplies shall be considered purchased on delivery to the Receiving Participant, and full replacement costs shall be reimbursed by the Receiving Participant.
- 4.3.4 Non-expendable equipment and supplies shall be returned to the Sending Participant by the Receiving Participant. The Receiving Participant shall reimburse the Sending Participant for all replacement or refurbishing cost, unless the Sending Participant agrees that the Receiving Participant will refurbish the equipment and supplies.
- 4.3.5 If any equipment or supplies are damaged beyond repair or not returned, they shall either be:
 - a) replaced by the Receiving Participant with new equipment and/or supplies of the same quality and to the Sending Participant's standard; or
 - b) the full replacement cost shall be reimbursed by the Receiving Participant to the Sending Participant.
- 4.3.6 Specialized equipment may be accompanied by trained technicians and/or operators to ensure its safe and efficient set-up and operation. Where equipment alone has been requested, the Sending Participant shall identify in advance of sending the equipment if its supply is conditional on accompaniment by trained technicians/operators.
- 4.3.7 All equipment and/or supplies shall be registered in the specified format with the respective Sending Participant customs authority prior to mobilization.
- 4.3.8 All transportation costs of equipment and/or supplies requested by the Receiving Participant and sent by the Sending Participant shall be reimbursed by the Receiving Participant.

4.4 Aircraft

This section applies to private aircraft contracted by a participant and participant owned aircraft.

4.4.1 Reimbursement shall be made on the following basis with the rate to be established and approved in writing prior to mobilization:

- a) All costs associated with the mobilization shall be reimbursed by the Receiving Participant.
- b) The costs of travel, per diem (meals and incidental), crew change, accommodations, vehicle hire, communication equipment, medical services as well other expenditures approved by the Receiving Participant and supported by receipts shall be reimbursed by the Receiving Participant to the Sending Participant in the event the Receiving Participant cannot provide these services.
- c) Minimum contract guarantees shall be reimbursed by the Receiving Participant unless the aircraft is used solely to transport human resources between countries.
- d)
 - i. Subject to Clause 4.4.1 d) ii, and unless otherwise agreed upon between the Receiving Participant and the Sending Participant, maintenance and/or damage to the aircraft are the responsibility of the contractor and/or owner and are not reimbursable.
 - ii. Damage to an aircraft caused as a direct result of Receiving Participant's acts or omissions are the Receiving Participant responsibility and are therefore reimbursable.
- e) Reimbursement will be made for days of aircraft availability and hours of operation. There shall be no charge for days where the aircraft is unserviceable, and part days shall be prorated.

4.4.2 It shall be a precondition for the mobilization of aircraft for mutual aid purposes that all legal and regulatory conditions for the operation of aircraft within the Receiving Participant's jurisdiction are complied with. The Receiving Participant and the Sending Participant shall use their best endeavours to secure that these conditions are met.

5.4.2 All aircraft mobilized for mutual aid purposes shall have a current and valid certificate of airworthiness and certificate of registration as issued by the appropriate Civil Aviation Authority.

- a) Except for legal and regulatory requirements, mutual aid aircraft may not meet all specifications that the Receiving Participant requires of their aircraft.
- b) The Sending Participant should make best efforts to ensure that the Sending Participant human resources (pilots and Air Attack Officers [AAO] / Air Tactical Group Supervisors [ATGS]) meet the Receiving Participant's requirements.
- c) The Sending Participant must ensure that comprehensive liability insurance for deployed aircraft is in place before deployment. The Receiving Participant shall advise what level of insurance is required. The cost difference between the Sending Participant liability insurance and the Receiving Participant liability insurance requirements shall be reimbursed by the Receiving Participant to the Sending Participant.
- d) The Sending Participant and the Receiving Participant shall discuss in advance of deployment whether any communications facilities are required to be installed in deployed aircraft before deployment and the Sending Participant shall facilitate this, the costs to be reimbursed by the Receiving Participant.
- e) The Sending Participant and the Receiving Participant shall agree in advance of deployment what roles deployed aircraft are to undertake for the Receiving Participant, and that deployed aircraft shall not undertake any other role without the prior agreement of both Sending and Receiving Participants.
- f) The Sending Participant acknowledges that aircraft deployed shall be tasked within the Receiving Participant's jurisdiction by a competent authority such as an air dispatch authority. The Sending Participants' shall ensure that deployed aircraft do not operate without such approved tasking.



- g) The Receiving Participant shall ensure that sufficient supervisory staffs with local knowledge are assigned to support deployed aircraft to allow them to operate safely and effectively within the Receiving Participant's jurisdictional aerial firefighting protocols.
 - h) The Receiving Participant reserves the right to inspect all aircraft and human resources qualifications prior to being put into service.
- 4.4.3 Flight following procedures and protocol shall be defined prior to mobilization.
- 4.4.4 Aircraft shall have North American Free Trade Agreement (NAFTA) Operating Certificate to operate in the Receiving Participant's country.
- 4.4.5 In the event of an accident or incident involving the Sending Participant aircraft, any investigation will be conducted under the auspices of the relevant authority in the Receiving Participant's jurisdiction. The Sending Participant shall co-operate with the investigation process.
- 4.4.6 The Sending Participant shall be responsible to pay for all their fuel requirements for the duration of deployment and operation, and all associated costs will be reimbursed by the Receiving Participant.
- 4.4.7 For aircraft that are not subject to "Immediate Recall", the Sending Participant shall give twenty-four hours' notice prior to the return of the aircraft.
- 4.4.8 Briefing/Debriefing – AAO/ATGS and flight crews shall have an arrival briefing to ensure smooth transition into the Receiving Participant air operations. In the interests of safety, a briefing session prior to deployment is mandatory by the Receiving Participant.
- a) A mission debriefing is mandatory for all aircraft excluding transport aircraft.
 - b) A final debriefing is mandatory and shall be held prior to departure to the Sending Participant home base. The debriefing shall be led by an aviation management representative of the Receiving Participant. Discussions should include:
 - i. tanker base operations;
 - ii. briefing and dispatch;
 - iii. operational issues – Safety, effectiveness, efficiencies;
 - iv. logistics; and
 - v. recommendations.

4.5 Withdrawal of Wildland Fire Management Resources

The Sending Participant may withdraw its Wildland Fire Management Resources from the Receiving Participant country with a minimum of seventy-two hours' written notice to the Receiving Participant and its Coordinating Authority.

- a) On receipt, the Receiving Participant will commence planning to cease tasking of any human resources of the Sending Participant(s) deployed at that time to release them from deployment within 72 hours and will facilitate debriefing.
- b) The Sending Participant must provide reasonable support to the Receiving Participant in demobilising its resources, for example re-booking required travel and accommodation.
- c) The Receiving Participant is still responsible for reimbursing the Sending Participant for its actual costs of deployment (days on the fireline) as agreed.
- d) If an early withdrawal takes place, the Participants will negotiate in good faith to find an agreeable solution in relation to any resulting costs.

4.6 Workers Compensation and Insurance Coverage

- 4.6.1 Prior to the Sending Participant's human resources leaving their home country, the relevant Sending Participant must ensure that comprehensive medical, personal injury, compensation and death insurance (in addition to workers compensation insurance) is in place to cover each of their human resources responding to the Receiving Participant's request for Wildland Fire Management Assistance. The cost of the comprehensive insurance shall be reimbursed by the Receiving Participant.
- 4.6.2 The Receiving Participant agrees to reimburse to the Sending Participant for all extra workers' compensation insurance costs incurred by the Sending Participant as a result of any worker's compensation claim made in respect to any work-related injury to a human resource of the Sending Participant that occurs during a deployment under the terms of this Plan.
- 4.6.3 The costs for on-going rehabilitation shall be covered by the comprehensive insurance policy required under clause 4.6.1.
- 4.6.4 Compensation claims for death or long-term injury to Sending Participant human resources shall be processed through the Sending Participant workers compensation program and invoiced to the Receiving Participant as per clause 4.6.2.
- 4.6.5 In the event of an accident or incident involving the Sending Participant human resources, the Sending Participant or a Sending Participant designated representative shall be invited to participate in the investigation process.

4.7 Liability

- 4.7.1 Human resources of the Sending Participant that travel to the country of the Receiving Participant to carry out activities under this Plan shall not be subject to personal liability for damages for any act or omission done while acting within the scope of his or her official duties under this Plan.
- 4.7.2 The Receiving Participant agrees to indemnify the Sending Participant and each of its human resources and shall assume any and all liability for any act or omission, excluding acts of negligence, of the human resources of the Sending Participant when the human resources are acting within the scope of his or her official duties under the Plan. Assumption of such liability includes but is not limited to the payment of damages or amounts awarded under the laws of the Receiving Participant to any person suffering loss and damage as a result of such act or omission, any amount paid or payable to such claimant under an amicable settlement, and all costs incurred in relation to the claim, including all applicable legal fees and costs.
- 4.7.3 In case the Sending Participant or any human resources sent by it to provide Wildland Fire Management Assistance to the Receiving Participant are subject of any claim by any person arising out of acts or omissions committed or alleged to have been committed by them, excluding acts of negligence, in the course of providing such Wildland Fire Management Assistance, the Receiving Participant shall have all the relevant rights of the Sending Participant and its relevant human resources subrogated to it and will undertake at its cost the defence of such claim on behalf of the Sending Participant or its human resources, provided always that the Receiving Participant retains the right to compromise or settle any such claim on behalf of the Sending Participant or its human resources as in its sole discretion and convenience.
- 4.7.4 The Receiving Participant shall assume any and all liability for any act or omission of the human resources of the Sending Participant when the human resources are acting within the scope of his or her official duties under this Operating Plan. Assumption of such liability includes but is not limited to substitution as the party-defendant in any legal action naming the Sending Participant human resources, the payment of damages or amounts awarded under the laws of the Receiving Participant to any person suffering loss and damage as a result of such act or omission, any amount paid or payable to such claimant under an amicable settlement, and all costs incurred in relation to the claim, including all applicable legal fees and costs.

4.8 Waiver of Certain Claims

- 4.8.1 Subject to clause 4.6, each Participant hereby waives its claims against the other Participant for compensation for loss, damage, personal injury, or death occurring as a consequence of the performance of Wildland Fire Management Assistance under this Plan.
- 4.8.2 Participants shall, by contract or otherwise, extend the cross-waiver of liability set forth in subclause 4.8.1 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 Plan.
- 4.8.3 The cross-waiver of liability set forth in subclause 4.8.1 shall not apply to:
- a) claims between a Participant and its agencies, employees, contractors, subcontractors, or agents;
 - b) claims arising from willful misconduct; and
 - c) claims arising from criminal conduct.

4.9 Status of Human Resources

- 4.9.1 Any service performed in furtherance of this Plan by a human resource of a Participant shall be considered as a service performed on behalf of that Participant.
- 4.9.2 The performance of a service under this Plan by any employee, contractor, subcontractor, or agent of one of the Participants shall in no case render such person an employee, contractor, subcontractor, or agent of the other Participant.

4.10 International Redeployment

- 4.10.1 Sending Participant Resources that have been imported by the Receiving Participant and are surplus to the Receiving Participant's needs may be redeployed to a jurisdiction that is not a party to the Arrangement ('the Third-Party Jurisdiction').
- 4.10.2 Before any Full Redeployment takes place, the Sending Participant Coordinating Authority and the Receiving Participant Coordinating Authority shall agree in writing the location, circumstances, and expected time, at which the redeployment takes effect and accordingly the Sending Participant Resources specified will no longer be deemed to be deployed to the Receiving Participant.

Example: All Mexican resources deployed to Canada under a letter of request dated [date] totalling 40 persons shall be no longer be taken to be deployed to Canada once they have passed through airport security at Vancouver airport *en route* to the United States, expected to occur by 0900 on [date].

- 4.10.3 Unless agreed otherwise in writing by the Coordinating Authorities, the Receiving Participant shall not be liable to reimburse the Sending Participant for any services performed by Sending Participant human resources, or for any travel, accommodation or other expenses incurred in relation to activities or journeys taking place, after a Full Redeployment takes effect.
- 4.10.4 The Sending Participant Coordinating Authority and Receiving Participant Coordinating Authority may agree that a redeployment will be temporary ('Temporary Redeployment'), in which case the Coordinating Authorities must agree in writing the period during which Sending Participant resources will be deemed not to be deployed to the Receiving Participant.

Example: All Mexican resources deployed to Canada under a letter of request dated [date] totalling 40 persons shall be deployed to the United States for up to 14 days from [date] and shall not be taken to be deployed to Canada from the time they pass through airport security at Vancouver *en route* to the United States, to the time that they clear immigration and customs formalities on their return to Canada.

- 4.10.5 Unless agreed otherwise in writing by the Coordinating Authorities, the Receiving

Participant shall not be liable to reimburse the Sending Participant for any services performed by redeployed Sending Participant human resources, or for any travel, accommodation or other expenses incurred by them in relation to activities or journeys taking place during the period of a Temporary Redeployment.

- 4.10.6 It is the responsibility of the Sending Participants and the Sending Participant Coordinating Authority to satisfy themselves that appropriate arrangements are in place for the health, safety, welfare of Sending Participant human resources following a Full Redeployment or during a Temporary Redeployment.

4.11 Invoicing and Reimbursement

Invoicing and reimbursement procedures shall be as follows:

- 4.11.1 Invoices shall be sent and paid in the Sending Participant's currency.
- 4.11.2 Invoicing shall include the following as per Annex C, Document Invoicing Checklist:
- a) A cover letter identifying the specific resource/reference number(s);
 - b) An original itemized invoice;
 - c) Backup documentation (summarizing and listing of human resources days and rates or compensation, supplies, travel and equipment with dates, hours, and crew / equipment / aircraft type); and
 - d) Backup documentation shall not be required for flat rate invoicing as provided in clause 4.2.2 a, except in the case of expenses incurred by the Sending Participant as per clauses 4.2.2 b and 4.2.2 c.
- 4.11.3 Receiving Participants shall be entitled to make reasonable requests for clarification of invoice items claimed and additional evidence to verify that they are payable under this Plan before payment is made.
- 4.11.4 Canadian invoices for services rendered to Mexico shall be sent to the following address:
- Comisión Nacional Forestal
Periférico Poniente No. 5360
Col. San Juan de Ocotán
Zapopan, Jalisco, México
C.P. 45019
RFC: CNF010405EG1
- 4.11.5 Canadian reimbursements for services rendered by Mexico shall be made to the following account:
- Account holder: Comisión Nacional Forestal
Account: 0237692821
Swift: MT103
Clabe: 072320002376928218
Aba: MENOMXMTXXX
Bank: Banco Mercantil del Norte S.A.
- 4.11.6 Monterrey, Nuevo León, México Mexican invoices for services rendered to Canadian Participants and/or reimbursements for services rendered by Mexico shall be sent to the Canadian Receiving Participant at the addresses listed in the Directory of Designated Officials in Annex A of this Plan.
- 4.11.7 Payment for services rendered can be made using electronic fund transfer.
- 4.11.8 Copies of all invoices shall be sent to the Receiving Participant Coordinating Authorities.

5. Other Areas of Cooperation

- 5.1 Where mutually agreed to, any Participant to the Memorandum of Understanding and this Plan may participate in other wildland fire management activities, including but not limited to,



prescribe burning, technology, skills, training, research and innovations. Participants shall mutually agree to the costs and expenses in writing prior to mobilization.

6. Supporting Documentation

The Coordinating Authorities may agree to additional supporting documentation to provide further guidance to human resources undertaking roles under this Plan.

7. Authorizations and Amendments

The Operating Plan may be amended at any time with the concurrence of the Coordinating Authorities as specified by the MOU clause 6.

8. Governing Law and Jurisdiction

- 8.1 Subject to clause 8.2, this Plan shall be governed by the laws of Canada and Mexico.
- 8.2 Where Wildland Fire Management 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.

9. Coordinating Authority Signature

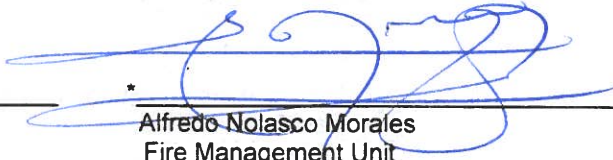
- 9.1 This Operating Plan shall come into effect upon signature by at least one Participant from Canada and Mexico.
- 9.2 Signed January 16, 2016 in the City of Campeche, Mexico, in English, French and Spanish languages, each version being equally valid.

For the
Canadian Interagency Forest Fire Centre Inc.
(CIFFC)

For the
National Forestry Commission
(CONAFOR)

* 

Kim Connors
Executive Director

* 

Alfredo Nolasco Morales
Fire Management Unit

Dated: July 13, 2018

Dated: July 13, 2018

Directory of Designated Officials

Canada

Canadian Interagency Forest Fire Centre Inc.

Connors, Kim Executive Director	Canadian Interagency Forest Fire Centre 1749 Ellice Avenue Winnipeg, MB R3H 1A6	Cell	204-784-2030
		Fax	204-250-1990
		Fax	204-956-2398
		Email	kim.connors@ciffc.ca
Duty Officer CIFFC			204-784-2030
		Fax	204-956-2398
		Email	ciffc@ciffc.ca

British Columbia

Maley, Madeline L Executive Director	BC Wildfire Services Ministry of Forests, Lands & Natural Resource Operations 3080 Airport Road Kamloops, BC V2B 7X2	Office	250.828.4444
		Cell	250-318.8441
		Fax	250-828.4154
		Email	madeline.maley@gov.bc.ca
Provincial Wildfire Coordination Officer (Duty Officer) Kamloops, B.C.	Wildfire Management Branch Ministry of Forests, Lands & Natural Resource Operations 3080 Airport Drive, Kamloops, BC V2B 7X2		250-312-3040
		24-hour emergency	250-376-6777
		Cell	250-318-2324
		Fax	250-554-5482
		Email	provfire@gov.bc.ca

Yukon

Etches, Mike Director, Protective Services	Wildland Fire Management Protective Services Branch 91790 Alaska Highway Whitehorse, YT Y1A 5X7	Cell	867-456-3904
		Fax	867-332 -4591
		Fax	867-667-3191
		Email	mike.etches@gov.yk.ca
Yukon Duty Officer		Office (Apr-Sept)	867-667-3128
		Fax	867-667-3148
		Email	YDO@gov.yk.ca

Alberta

Born, Wally Executive Director	Dept. of Agriculture and Forestry Forest Protection Division 10 th floor, 9920-108 Street Edmonton, AB T5K 2M4		780-427-6807
		Fax	780-422-7230
		Email	wally.born@gov.ab.ca
Duty Officer			780-415-6460
		Fax	780-422-7230
		Email	pffc.wfops@gov.ab.ca

Northwest Territories

Gravel, Mike Director, Forest Mgmt	Forest Management Division Dept. of Resources, Wildlife & Economic Development		867-872-7725
		Fax	867-872-2077
		Email	mike_gravel@gov.nt.ca

Box 7
Fort Smith, NT X0E 0P0

Duty Officer

Fax 867-872-7710
867-872-2077
Email forest_management@gov.nt.ca

Saskatchewan

Roberts, Steve J.
Executive Director, Fire

Saskatchewan Environment
Wildfire Management Branch
P.O. Box 3003, Hwy #2 North
Prince Albert, SK S6V 6G1

Fax 306-953-2206
306-953-3575
Email steve.roberts@gov.sk.ca

Duty Officer

Fax 306-953-3430
306-953-2530
Email ffbdispatch@gov.sk.ca

Manitoba

McTavish, Blair
Director,

Sustainable Development
Wildfire Program Headquarters
Box 44, 200 Saulteaux Crescent
Winnipeg, MB R3J 3W3

204-945-6647
Cell 204-793-4927
Fax 204-945-7782
Email blair.mctavish@gov.mb.ca

Duty Officer

Fax 204-945-5252
204-945-7782
Email hqfire@gov.mb.ca

Ontario

Dunning, Rick
Director,
Aviation & Forest Fire
Emergency Services

Aviation, Forest Fire and Emergency
Ministry of Natural Resources
70 Foster Drive, Suite 400,
Sault Ste. Marie, ON P6A 6V5

Fax 705-945-5937
705-945-5785
Email rick.dunning@ontario.ca

Duty Officer

705-945-5751
Cell 705-255-1505
Fax 705-945-5785
Email meoc-duty.mnr@ontario.ca

Québec

Rousseau, Eric
Directeur Général

Société de protection
des forêts contre le feu
Aéroport international Jean-Lesage
715 - 7^{ième} rue Sainte-Foy
Québec, QC G2G 2S7

Fax 418-871-3341 x5401
418-874-2627
Email erousseau@sopfeu.qc.ca

Officier en devoir (Duty Officer)
April - Oct

418-871-3341 x5425
Cell 418-571-3310
Fax 418-874-2629
Email cpl@sopfeu.qc.ca

Fortin, Julie
Chef du service de la
Gestion des feux et de la
réglementation

Direction de la Protection des
des Forêts
Ministère des Forêts, de la Faune
et des Parcs
5700, 4^e Avenue Ouest, Bureau A-220
Québec, QC G1H 6R1

Fax 418-627-8642 x4040
418-643-2368
Email Julie.Fortin@mffp.gouv.qc.ca

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Mosher, Len
Program Manager,
Forest Fire Management
Duty Officer

N.B. Dept. of Natural Resources
1350 Regent Street,
Fredericton, NB E3C 2G6

Fax 506-444-4166
506-453-2412
Email len.mosher@gnb.ca

Fax 506-453-3335
506-453-2412
Email provincial.firecentre@gnb.ca

Nova Scotia

Ross, John
Director, Forest Protection
Duty Officer

Fleet and Forest Protection
Dept. of Natural Resources
P.O. Box 130
Shubenacadie, N.S B0N 2H0

Fax 902-758-7216
902-758-3210
Email John.Ross@novascotia.ca

Fax 902-758-7230
902-758-3210
Email protinfo@novascotia.ca

Prince Edward Island

Montigny, Mike
Manager Field Services
Duty Officer (work hours)

Dept. of Agriculture & Forestry
P.O. Box 2000
Charlottetown, PE C1A 7N8

Fax 902-368-6431
902-368-4713
Email mmontigny@gov.pe.ca

902-368-6730/4800
902-892-2323
Pager fbeachgrove@gov.pe.ca
Email

Newfoundland & Labrador

Young, Eric
Director, Fire Management
and Coordination Section
Duty Officer

Newfoundland & Labrador Forest
Service
Dept. of Natural Resources
P.O. Box 2006, Fortis Building
Corner Brook, NL A2H 6J8

Fax 709-637-2349
709-637-2403
Email emyoung@gov.nl.ca

709-637-2328/2653
709-637-2403
Fax nlfswire@gov.nl.ca
Email

Parks Canada

Weir, Jeff
Manager Fire Management
Duty Officer

Parks Canada
1300 - 635, 8th Ave S.W.
Calgary, Alberta
T2P 3M3

Fax 403-292-4775
403-292-4408
Email Jeff.Weir@pc.gc.ca

877-723-4737
Cell fire.management@pc.gc.ca
Email

Canadian Forest Service

Wiens, Brian
Director Planning and
Operations

Northern Forestry Centre
Canadian Forest Service
5320 - 122 Street
Edmonton, AB T6H 3S5

780.435.7201
780-719.7558
780.43507359
Cell brian.wiens@canada.ca
Fax
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México

Comisión Nacional Forestal (CONAFOR)

Arturo Beltrán Retis
Director General

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Dirección: Periférico Poniente 5360, Col. San Juan de
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Correo electrónico: directorgeneral@conafor.gob.mx

Gerencia del Manejo del Fuego (CONAFOR)

Alfredo Nolasco Morales
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Gerencia Estatal de SAN LUIS POTOSÍ (CONAFOR)

Dr. José Martín Toranzo Fernández
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Gerencia Estatal de SONORA (CONAFOR)

Lic. Fausto Aaron Martínez Shields
(Suplente legal)

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Correo electrónico: fausto.martinez@conafor.gob.mx

Gerencia Estatal de TABASCO (CONAFOR)

Lic. Francisco Eduardo Lastra Bastar
Gerente Estatal

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Celular: 045 (993) 359 14 66
Correo electrónico: francisco.lastra@conafor.gob.mx

Gerencia Estatal de TAMAULIPAS (CONAFOR)

Lic. Antonio Meira Villajuana
Gerente Estatal

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Gerencia Estatal de TLAXCALA (CONAFOR)

Mtra. Haide Gisela Lucero Zepeda
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Ing. José Alfredo Martínez Torres
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Celular: 045 (228) 154 02 33
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Gerencia Estatal de YUCATÁN (CONAFOR)

C. Lucía Guadalupe Canto Lara
Gerente Estatal

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Celular: 045 (999) 184 22 10
Correo electrónico: lucia.canto@conafor.gob.mx

Gerencia Estatal de ZACATECAS (CONAFOR)

M.V.Z. Luis Gerardo Reyes Rodríguez
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Celular: 045 (492) 949 09 69
Correo electrónico: gerardo.reyes@conafor.gob.mx

Resource Request for Assistance Template

Click to enter date

<Name>
<Title>
<Name of Coordinating Authority Centre>
<Street Address>
<State/Province, Postal Code, Country>

Dear <Name>

Re: Request for Assistance for Wildland Fires in <insert country>

Introduction

<Short synopsis on current situation>

Background

<Short paragraph on why the request for assistance>

Request

<Short paragraph(s) on what type of resources you are requesting.

Thank you for considering this request.

Sincerely

<Name>
<Title>

[NOTE: This letter is intended as a covering note from the relevant Coordinating Authority and does not replicate the detail of the attached pro-forma]



Canadian and Mexico Participants Resource Requests for Assistance

1. Resource Request Information			
Date Request Submitted:		Receiving Coordinating Authority:	
Receiving Participant:		Coordinating Authority Order #:	
Receiving Participant Order #:		Coordinating Authority Email:	
Sending Participant:		Sending Coordinating Authority:	
Sending Participant Order #:		Date Request Received:	

2. Request for Assistance

3. Situation <i>(Provide a brief description of your current wildland fire situation. Enough details should be given to provide context to the request.)</i>

4. Purpose
<p>In accordance with the Memorandum of Understanding for the Exchange of Wildland Fire Management Resources Between Canadian and Mexican Participants, Coordinating Authority is seeking assistance from Coordinating Authority for the provision of resources to support the current wildland fire efforts.</p> <p>Except where provided in this letter, this request is made as per the Operating Plan for the Exchange of Wildland Fire Management Resources between Canadian and Mexican Participants.</p>

5. Identification of Receiving Participant(s)
<p>This request is made on behalf of the Receiving Participant ('the Receiving Participants'). The Coordinating Authority has the authority of all the Receiving Participants to request resources on the terms set out in this letter. In the event that any other agency undertakes a control function in respect of the resources requested, Coordinating Authority acknowledge the responsibility of the Receiving Participant(s) to ensure that the terms of the Operating Plan are honoured.</p>

6. Human Resources Requested	
The details of the request are as follows:	
Number of human resources requested	
Position(s) requested <i>(note: reimbursement is only offered for positions specified in Annex A. If the Sending Participant wishes to send additional e.g. support human resources this must be agreed in writing through the respective Coordinating Authorities)</i>	See Annex A
Accreditations required	<input type="checkbox"/> Yes <input type="checkbox"/> No

Details of the tasks/objectives that human resources will be assigned to	
Details of any equipment requested (human resources will deploy with Personal Protective Equipment, any other required equipment must be specified)	
Shift pattern and fatigue management arrangements for the deployment	
Fitness/medical requirements (all human resources deployed are fit for the task)	Fitness <input type="checkbox"/> Yes <input type="checkbox"/> No
	If yes, describe:
	Medical <input type="checkbox"/> Yes <input type="checkbox"/> No
	If yes, describe:
Special risks/concerns	
Particular environmental conditions human resources may be required to operate within	
Other comments	

All deployed human resources will have appropriate experience and fitness to work in the environment described and be willing to undertake all duties assigned to them that they are qualified/certified for.

7. Length of Deployment
The human resources being requested to be deployed for number days, arriving in location on enter date and departing from location on enter date.
IMPORTANT: Sending Participant human resources may be returned back to Sending Participant at any time. The departure date is an estimate if the Sending Participant human resources do two full 14-day deployments in Receiving Participant.

8. Reimbursement
As per clause 4.2.1 or clause 4.2.2 of the Operating Plan, reimbursement that will apply to the deployment.



<input type="checkbox"/>	<p>4.2.1 Reimbursement for human resources will be on the following basis:</p> <p>4.2.1 Reimbursement for services performed by human resources will be on the following basis:</p> <ul style="list-style-type: none"> a) The Receiving Participant shall be responsible for reimbursing the Sending Participant for compensation and associated benefits, overtime and hazard pay that is invoiced by the Sending Participant. b) The cost of travel, accommodation, per diem (meals and incidentals), vehicle hire, communication equipment, medical services as well as other expenditures approved by the Receiving Participant and supported by receipts shall be reimbursed by the Receiving Participant to the Sending Participant in the event the Receiving Participant cannot provide these services. c) Where accommodations and per diem are not provided by the Receiving Participant, the amount of expenses reimbursed shall be calculated in accordance with the Sending Participant's standard per diem rates for that participant. d) The Sending Participants will complete the Mobilization Date, Returned Date and "Invoice Duration" as per Receiving Participant Coordinating Authorities demobilization procedures. <p>See Section 14 for Sending Participants individual rates.</p>
<input type="checkbox"/>	<p>4.2.2 An acceptable daily flat rate, established and documented prior to mobilization for Sending Participant human resources, may be used in lieu of clause 4.2.1a., as follows:</p> <ul style="list-style-type: none"> a) The flat rate shall include compensation and associated benefits, and overtime and hazard pay b) The flat rate shall not cover the cost of travel, accommodation, per diem, vehicle hire, communication equipment, and medical services or other expenditures approved by the Receiving Participant and supported by receipts. These costs shall be reimbursed by the Receiving Participant to the Sending Participant in addition to the flat rate, when the Receiving Participant cannot provide these services. c) Where accommodation and per diem are not provided by the Receiving Participant, the amount of expenses reimbursed shall be calculated in accordance with the Sending Participant standard per diem rates. d) The Sending Participants' will complete the Mobilization Date, Returned Date and "Invoice Duration" as per Receiving Participant Coordinating Authorities demobilization procedures. <p>The overhead daily flat rate per person is: \$ Currency</p> <p>The fire fighter daily flat rate per person: \$ Currency</p>
<input type="checkbox"/>	<p>The Sending Participants claims for reimbursement for any individual human resources of the Sending Participants is less than the legislated minimum wage in effect for the Receiving Participant (whether expresses as an hourly wage or a daily flat rate):</p> <ul style="list-style-type: none"> i) the Receiving Participant will reimburse the Sending Participant at a rate calculated to ensure the individual human resources are compensated at a rate in compliance with the minimum wage and overtime laws in effect for the Receiving Participant and ii) the Sending Participant agrees in turn to compensate its individual human resources at a rate in compliance with the minimum wage and overtime laws in effect for the Receiving Participant.
<input type="checkbox"/>	<p>The Receiving Participant agrees that if resources are returned back to the Sending Participant prior to the end date of the human resources recall contract, that the Receiving Participant will cover all cost associated with the termination of those contracts.</p>



<input type="checkbox"/>	<p>The Coordinating Authority will cover the cost of travel, accommodations, meals and daily incidentals for the Interagency Resource Representative (IARR). The Coordinating Authority will be responsible for all associated payroll costs for the IARR and the Coordinating Authorities may agree a flat rate for these in accordance with 4.2.2 above.</p> <p>All associated cost of 'Trainees' or other Sending Participant representative at Receiving Coordinating Authority (excluding IARR) will be the responsibility of the Sending Coordinating Authority.</p> <p>Rental vehicle cost may be recoverable based on the requirements as approved by the Receiving Coordinating Authority.</p>
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9. Withdrawal / Recall of Resources	
The Sending Participant may withdraw its wildland fire management resources from the Receiving Participant country with a minimum of seventy-two (72) hours' written notice to the Receiving Participant and its Coordinating Authority.	
<input type="checkbox"/>	If an early withdrawal takes places, the Participants and their Coordinating Authorities will negotiate an agreeable solution in relation to any resulting costs.
<input type="checkbox"/>	The Sending Participant agrees to pay the return leg travel cost of human resources if the return of human resources are for reasons outside normal agreed to at the Sending Participant's request, prior to seven (7) full days spent on operations excluding travel and orientation.


10. Special Conditions and Exclusions <i>(Set out here any variations to the terms of the Operating Plan)</i>	

11. Contact Details and Response <i>(Within 24 hours of receiving this request, please supply information regarding availability of appropriate human resources.)</i>	
<Insert relevant contact details>	

12. Approval <i>(Signatory must hold a position in the organization authorizing them to commit the Participant/s to terms of the deployment, including financial delegation.)</i>	
<insert signature>	Approval date
<insert Sending Participants' Coordinating Authority contact information>	

<insert signature>	Approval date
<insert Receiving Participants' Coordinating Authority contact information>	

<insert signature>	Approval date
<insert Receiving Participants' contact information>	



13. Position Requested							
	Qty	Position	Ag		Qty	Position	Ag
1					6		
2					7		
3					8		
4					9		
5					10		

14. Sending Participants Individual Rates			
	Sending Participant	Rate (\$)	Currency
1		\$	
2		\$	
3		\$	
4		\$	
5		\$	

Invoicing Documentation Checklist

Invoicing Documentation Checklist		
<u>AIRCRAFT</u>	Attached	
Documentation	Yes	No
Attach copies all flight reports for all Aircraft (i.e. bird-dog, airtanker. Infra-red, helicopter etc.)		
Attach copies of fuel slips where applicable.		
Attach Coordinating Authority Final Demobilization form.		
Other aircraft related authorized expenditures, specify.		

<u>HUMAN RESOURCES</u>	Attached	
Documentation	Yes	No
Attach Coordination Authority Final Demobilization form.		
Attach list of all human resources (i.e. International Manifest (full legal name) mobilized.		
Other human resources related authorized expenditures, specify.		

<u>EQUIPMENT</u>	Attached	
Documentation	Yes	No
Attach Coordination Authority Final Demobilization form.		
Attach documentation & invoices for expenses incurred for refurbishment or replacement of equipment.		
Other equipment related authorized expenditures, specify.		

<u>TRANSPORTATION (Human Resources or Equipment)</u>	Attached	
Documentation	Yes	No
Attach copies of invoices for airline tickets, charters (air & ground) bills of lading, agency vehicles etc.		
Other transportation related authorized expenditures, specify.		

<u>MISCELLANEOUS</u>	Attached	
Documentation	Yes	No
Other miscellaneous authorized expenditures; specify.		

Please attach the invoice summary sheet and all documentation to this checklist