

CANADIAN INTERAGENCY

MUTUAL AID RESOURCES SHARING AGREEMENT

THIS AGREEMENT made this 26th day of September 2016

AMONG:

THE GOVERNMENT of Canada as represented
by the Minister of Natural Resources and the
Minister of Environment and Climate Change,
OF THE FIRST PART

-and -

HER MAJESTY the Queen in Right of the
Province of Alberta as represented by the
Minister of Agriculture and Forestry,
OF THE SECOND PART,

-and -

HER MAJESTY the Queen in Right of the
Province of British Columbia as represented
by the Minister of Forests, Lands and Natural
Resource Operations,
OF THE THIRD PART

-and -

HER MAJESTY the Queen in Right of the
Province of Manitoba as represented by
the Minister of Sustainable Development,
OF THE FOURTH PART,

-and -

HER MAJESTY the Queen in Right of the
Province of New Brunswick as represented by
the Minister of Energy and Resource
Development,
OF THE FIFTH PART.

-and -

HER MAJESTY the Queen in Right of the
Province of Newfoundland and Labrador as
represented by The Minister of Fisheries,
Forestry and Agrifoods and The Minister for
Intergovernmental Affairs,
OF THE SIXTH PART.

-and -

HER MAJESTY the Queen in Right of the
Province of Nova Scotia as represented
by the Minister of Natural Resources,
OF THE SEVENTH PART.

-and -

HER MAJESTY the Queen in Right of the
Province of Ontario as represented by
the Minister of Natural Resources.,

OF THE EIGHTH PART.

-and -

HER MAJESTY the Queen in Right of the
Province of Prince Edward Island as
represented by the Minister of Communities, Land and Environment,

OF THE NINTH PART.

-and -

THE GOVERNMENT of Québec as represented
by the Ministre des Forêts, de la Faune et des Parcs, and the
Ministre responsable des Relations canadiennes, et de la Francophonie
canadienne,

OF THE TENTH PART,

-and -

HER MAJESTY the Queen in Right of the
Province of Saskatchewan as represented
by the Minister of Environment,

OF THE ELEVENTH PART,

-and -

HER MAJESTY the Queen in Right of the
Yukon as represented by
the Minister of Community Services,

OF THE TWELFTH PART,

-and -

HER MAJESTY the Queen in Right of the
Northwest Territories as represented by
the Minister of Environment and Natural
Resources ,

OF THE THIRTEENTH PART,

-and -

CANADIAN INTERAGENCY FOREST FIRE CENTRE
CENTRE INTERSERVICES DES FEUX DE FORET
DU CANADA, incorporated under the laws
of Canada, (hereinafter referred to as "CIFFC")

OF THE FOURTEENTH
PART,

(hereinafter referred to as the "Parties")

- 1.01 The Parties to this Agreement do hereby agree that they will mutually share wildland fire management resources, which include, without limiting the generality of the foregoing, personnel, equipment, aircraft, skills, training, and other services for the purpose of improving wildland fire management (hereinafter referred to as "Resources").
- 2.01 The Parties agree that CIFFC shall be the authority assigned to coordinating this Agreement.
- 3.01 A Party is authorized to request and to receive Resources from any other Party by executing the procedures as outlined in the Canadian Interagency Mutual Aid Resources Sharing Agreement Implementation Guidelines as amended from time to

time pursuant to Section 4.01 (hereinafter referred to as the "Implementation Guidelines" and attached as Schedule A and forming part of this Agreement).

- 4.01 On the execution of this Agreement, and by March 1st annually thereafter, the Parties will review the Implementation Guidelines, approve any amendments thereto and exchange with each other the names of officials designated to request or provide Resources under this Agreement. All aspects of the sharing, receiving and returning of all Resources shall be governed by the Implementation Guidelines.
- 5.01 Except as provided in any other agreement any Party providing Resources which are specifically identified in the Implementation Guidelines shall be reimbursed according to the rates set out with respect to those Resources in the Implementation Guidelines. Where any Party provides Resources not specifically identified in the Implementation Guidelines, that Party shall be reimbursed at a rate determined by prior agreement between the Parties involved.
- 6.01 The Receiving party is permitted to use the Resources at any and all times during the lending term for wildland fire management purposes.
- 7.01 The Resources shall be maintained, used and operated in accordance with all applicable laws, rules, regulations and orders.
- 8.01 Excepting personnel and aircraft, or as otherwise provided through the Implementation Guidelines, the Receiving party agrees to keep or cause the Resources to be kept in good and substantial repair and operating condition, reasonable wear and tear excepted, at its own cost, including without limiting the generality of the foregoing, to carry out or cause to be carried out such inspections, maintenance, overhaul, replacement and repair of the Resources as shall reasonably be required from time to time.
- 9.01 Unless as otherwise provided, the Receiving party agrees that the Lending party has the right to recall any and all Resources and the Receiving party shall within twenty four (24) hours return such Resources to a location designated by the Lending party.
- 10.01 Upon request, any Party providing Resources pursuant to this Agreement shall be reimbursed by the Receiving party for the cost of payment of compensation and death benefits distributed to injured employees and the dependents or representatives of deceased employees in the event such employees sustain injury or are killed while rendering aid pursuant to this Agreement, and such payments shall be made in the manner and on the same terms as if the injury or death sustained were in the regular course of employment.
- 11.01 Nothing in this Agreement shall be construed as affecting any previous or existing agreement or understandings between the Parties.
- 12.01 Nothing in this Agreement shall be construed as obligating the Parties to make expenditures or enter into obligations, contractual or otherwise, for the payment of monies in excess of appropriations authorized by law and allocated for wildland fire management purposes.
- 13.01 The Receiving party further agrees to:

- a) Accept full responsibility for operation and maintenance of the Resources; and,
- b) Keep the Resources free from any liens, charges or encumbrances and from distress, execution, seizure or other legal process arising out of the possession, use or custody of the Resources under the terms of this Agreement; and,
- c) Permit the Lending party to inspect the Resources and any other pertinent documentation or relevant records with respect to the Resources or their operation, at all reasonable times; and,
- d) Pay all costs for replacement, repair, overhaul, premature removal, or damage caused by or through the operation of the Resources, excluding aircraft or personnel; and,
- e) Allow only fully qualified or duly licensed operators to operate the Resources; and,
- f) File all necessary tariffs, documentation and obtain appropriate licenses as may be required in the operation of the Resources; and,
- g) Notify the Lending party forthwith of any loss or damage of the Resources; and,
- h) Refrain from making any changes or alterations to the Resources.

14.01 No Party to this Agreement or its officers or employees shall be liable to any of the other Parties thereto or their officers or employees on account of any act or omission in consequence of performance of this Agreement.

15.01 Furthermore, it is agreed that a Receiving party is not, and shall in no way be construed as, an agent for a Lending party.

16.01 Unless otherwise provided in the Implementation Guidelines, the Lending party shall not be liable to the Receiving party for any damage or costs occasioned by the failure of any Resource to operate properly.

17.01 This Agreement will be written in English and in French and both versions have equal force and effect.

18.01 This Agreement replaces the Canadian interagency Mutual Aid Resources Sharing Agreement concluded on September 14, 1983.

19.01 In the case of a conflict between this Agreement and the Implementation Guidelines this Agreement shall prevail.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by persons authorized in that behalf and this Agreement is effective as at the date and year first above written.

 Minister of Natural Resources
 for the Government of Canada

 Date

 Witness

Minister of Environment and Climate
Change for Parks Canada

Date

Witness

Minister of Agriculture and
Forestry for the Government of
Alberta

Date

Witness

For the Government of Alberta
approved pursuant to the
Government Organization Act

Intergovernmental Relations,
Executive Council

Date

Witness

Minister of Forests, Lands and
Natural Resource Operations, for
the Government of British Columbia

Date

Witness

Minister of Sustainable Development
for the Government of Manitoba

Date

Witness

Minister of Energy and Resource
Development for the Government of
New Brunswick

Date

Witness

Minister of Fisheries, Forestry and
Agrifoods for the Government of
Newfoundland and Labrador

Date

Witness

Minister for Intergovernmental
Affairs for the Government of
Newfoundland and Labrador

Date

Witness

Minister of Natural Resources
for the Government of Nova
Scotia

Date

Witness

Minister of Natural Resources
for the Government of
Ontario

Date

Witness

Minister of Intergovernmental
Affairs for the Government
of Ontario

Date

Witness

Minister of Communities, Lands and
Environment for the Government of
Prince Edward Island

Date

Witness

Ministre des Forêts, de la Faune
et des Parcs for the Government
of Québec

Date

Witness

Ministre responsable des Relations
canadiennes, et de la Francophonie
canadienne for the Government of
Quebec

Date

Witness

Minister of Environment for the
Government of Saskatchewan

Date

Witness

Chair, Board of Directors of the
Canadian Interagency Forest Fire
Centre Inc.

Date

Witness

Vice-Chair, Board of Directors of the
Canadian Interagency Forest Fire
Centre Inc.

Date

Witness

Minister of Environment and Natural
Resources for the Government of
the Northwest Territories

Date

Witness

The Government of Yukon, as
represented by the Minister of
Community Services

Date

Witness

SCHEDULE "A" TO CANADIAN
INTERAGENCY MUTUAL AID RESOURCES
SHARING AGREEMENT DATED THE 26th
DAY OF MAY, 2016.

IMPLEMENTATION GUIDELINES