

**BC-YT Border Agreement**THIS AGREEMENT made the 1st day of November 2003

Between THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA
as represented by the Minister of Forests, hereinafter called the "Province
of British Columbia".

AND THE GOVERNMENT OF YUKON, as represented
by the Minister of Community Services, hereinafter called the "Yukon
Territory"

**Whereas the Province of British Columbia and the Yukon Territory have an
Agreement to Cooperate in forest fire suppression along their shared boundary: and**

**WHEREAS it is considered desirable for the Province of British Columbia and the
Yukon Territory to update and improve this Agreement:**

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the
mutual covenants contained herein, the Province of British Columbia and Yukon Territory agree
as follows:

1. In this Agreement,
 - (a) "Actual Expenses" incurred in fighting a fire in the Fire Co-operation Zone will include the cost of obtaining personnel, vehicles, equipment, materials and supplies that are not part of the regular fire suppression force of either party. Actual expenses will also include the cost of all aircraft used, the cost of overtime for regular or seasonal personnel which results from co-operative fire work, the cost of rental of extra communications equipment, and the replacement or repair costs of loaned equipment that is lost or damaged on the fire.
 - (b) "Fire" means a wildfire that is located within or partly within the Fire Co-operation Zone.
 - (c) "Fire Co-operation Zone" means that area of land on both sides of British Columbia-Yukon Territory border that extends 20 km into **British Columbia but for the Yukon Territory only includes Yukon Territory Fire Management Zones 1, 2, & 3 within 20 km of the British Columbia border as per attached**

Yukon Territory Fire Management Zone map.

- (d) “Responsible Officer” means that officer who is responsible for the prevention, detection and suppression of fires in a given part of the Fire Co-operation Zone and more particularly:
 - (i) In the case of a fire in that part of the Fire Co-operation Zone in the Yukon Territory, the Director of Protective Services for Yukon Government, or a person authorized by the Director of Protective Services to act for or on his behalf; and
 - (ii) In the case of a fire in that part of the Fire Co-operation Zone in the Province of British Columbia, the Director, Ministry of Forests, Protection Program, or a person authorized by the Director to act for or on his behalf.
 - (e) “Supporting Officer” means an officer of Yukon Territory or British Columbia when providing assistance in the prevention, detection, and suppression of fires in the Fire Co-operation Zone.
2. When a fire is burning within the Fire Co-operation Zone, both parties will reasonably cooperate to suppress it, subject to the terms and conditions of this Agreement. **In case of the Yukon Territory this refers only to fires in Zones 1, 2 & 3 of the Yukon Territory Fire management Zone map that are also within 20 km of the British Columbia border. In cases of fires in Zones 4 & 5, reporting only to the Yukon Territory Government is required.**
3. (a) When a fire is discovered within the Fire Co-operation Zone by either of the parties, that party will take all suppression action that it considers necessary and within its abilities and it shall, as soon as possible, inform the other party of the fire and action taken.
- (b) When a Supporting Officer takes initial action on a fire, he will be in charge until the Responsible Officer arrives, unless a fire of higher priority develops elsewhere which requires the Supporting Officer’s attention. In this event, the Responsible Officer must be informed of the Supporting Officer’s withdrawal as quickly as possible.
- (c) When a fire is confined to one side of the boundary between the Yukon Territory and the Province of British Columbia the following will apply:
 - (i) The Responsible Officer shall assume, as soon as possible, the responsibility for the control of the fire, and

- (ii) The Responsible Officer may request further assistance from the Supporting Officer under the provision of Section 4 below, and the Supporting Officer shall comply unless higher priorities elsewhere prohibit his compliance.
 - (d) When a fire burns on both sides of the boundary, the first party at the fire shall be in charge until an incident commander is appointed in writing under mutual agreement or other arrangements are made between the Responsible Officers. The appointment of an incident commander may be revoked in writing by either Responsible Officer.
- 4.
- (a) Subject to Subsection (c), when the Province of British Columbia suppresses or assists in the suppression of a fire in an area within the Fire Co-operation Zone that is in Yukon Territory, Yukon Territory will reimburse the Province of British Columbia for its actual expenses in respect of each fire up to an amount not exceeding \$50,000 in total.
 - (b) Subject to Subsection (c), when Yukon Territory suppresses or assists in the suppression of a fire in an area within the Fire Co-operation Zone that is in the Province of British Columbia, the Province of British Columbia will reimburse Yukon Territory for its actual expenses in respect of each fire up to an amount not exceeding \$50,000 in total.
 - (c) If the Responsible Officer at a fire requests in writing that the supporting Officer continue his support in fighting a fire beyond the \$50,000 limit, Yukon Territory or the Province of British Columbia as the case may be agrees to reimburse the other party for **all** expenses regardless of the limits set in Subsections 4 (a) and (b).
 - (d) For greater certainty, Subsection (c) does not prevent a party from exceeding the limitations outlined in Subsections 4 (a) and (b), on its own initiative. However, if either party exceeds the limitations on its own initiative, there will be no reimbursement beyond that allowed in Subsections 4 (a) and (b).
 - (e) As soon as possible, following the suppression of a fire that has burned on both sides of the boundary, both Responsible Officers shall determine the proportion of the actual expenses to be borne by either party and such agreed proportion shall be binding on both parties.
 - (f) Yukon Territory may on its own initiative and without reimbursement take all suppression action which it considers necessary in the Province of British Columbia, in areas within 20 kilometres of the boundary between Yukon Territory

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and the Province of British Columbia which are not a part of the Fire Co-operation Zone and shall as soon as possible inform the Responsible Officer of the Province of British Columbia.

- (g) The Province of British Columbia may on its own initiative and without reimbursement under this Agreement, take all suppression action that it considers necessary in Yukon Territory in areas within 20 kilometres of the boundary between Yukon Territory and the Province of British Columbia which are not part of the Fire Co-operation Zone and shall as soon as possible inform the Responsible Officer of Yukon Territory.
5. (a) After each fire for which one party claims reimbursement under this Agreement an itemized billing will be issued by that party showing the actual expenses in a form satisfactory to the other party.

(b) Any monies due and payable pursuant to this Agreement will be paid by the party owing to the party entitled on or before the 31st day of March in each year during the currency of this Agreement, but the party paying may set off against such payment any amounts payable and unpaid by the other party pursuant to this Agreement.
 6. (a) This Agreement shall continue annually until terminated by either party by giving written notice to the other, except that during the period **April 1 through October 15** this Agreement may be terminated only by mutual agreement of both parties.

(b) This Agreement may be amended in writing by mutual agreement of the parties.

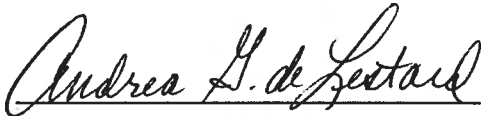
(c) Notwithstanding that this Agreement has been terminated, any monies still due and owing under this Agreement shall be paid by the party owing such monies to the party entitled.
 7. Neither party shall be liable to the other for any loss, damage personal injury or death occurring in consequence of the performance of this Agreement.
 8. Each party undertakes, wherever possible, to co-operate in exchanging meteorological information concerning weather and lightning activity in or about the Fire Co-operation Zone.
 9. Fire management strategies within the Fire Co-operative Zone or portions thereof, will be prepared through the joint action of local representatives of both parties. Such plans will be reviewed or completed by **April 15** of each year.

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- 10. Mutual co-operation and assistance between the two parties in areas not covered by this Agreement shall be subject to requests and arrangements made from time to time as the need arises.
- 11. This Agreement supersedes and replaces the Co-operation Agreement of 1962/1974.

IN WITNESS WHEREOF the Deputy Minister of Forests, on behalf of the Government of the Province of British Columbia, and the Deputy Minister of Community Services, on behalf of the Government of Yukon, have executed this Agreement.

SIGNED AND DELIVERED
by the Deputy Minister of the
Ministry of Forests on behalf
of the Government of the
Province of British Columbia
in the presence of

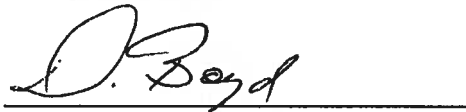


Andrea G. de Lestard

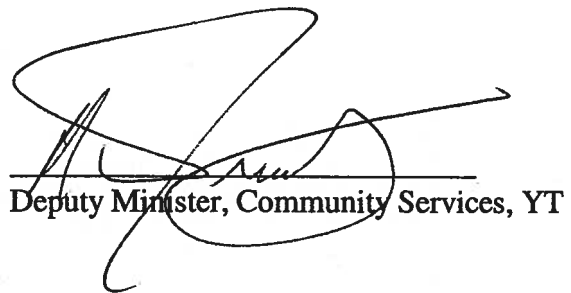


J. P. ... ADM
Deputy Minister, Ministry of Forests, BC

SIGNED AND DELIVERED
by the Deputy Minister of Community
Services, on behalf of the
Government of the Yukon Territory
in the presence of



D. Boyd



Deputy Minister, Community Services, YT