

**GREAT PLAINS INTERSTATE FOREST FIRE
COMPACT**

COOPERATIVE

ANNUAL OPERATING PLAN

2011



Great Plains Interstate Forest Fire Compact

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I. Authority

Interstate compacts for the prevention and control of forest fires are authorized by the Weeks Law of 1911 and also as supporting agreements to the States Emergency Management Assistance Compacts. The South Dakota Legislature authorized participation in SDCL 34-35-20; the Colorado Legislature authorized participation in CRS 24-60-3301; the Wyoming Legislature authorized participation in WSA 36-2-110; the North Dakota Legislature authorized participation in NDCC 18-14-01. This Interstate Compact for the Prevention and Control of Forest Fires will hereafter be referred to as the Great Plains Interstate Fire Compact or Compact. Compact authorities and legislation are located in Appendices F through K.

II. Purpose

This cooperative operating plan facilitates assistance in prevention, pre-suppression and control of wildland fires and management of prescribed fires between the member agencies of the Compact. This plan does not override or supersede any existing cooperative wildland fire fighting arrangements the Compact members are party to, nor does it prohibit future cooperative agreements Compact members may negotiate within their respective states.

All Compact resources ordered through the Compact and used on joint US Federal/State fires will be considered agents of the State.

Local, cross jurisdictional operating plans, developed under the authority of the Compact may also be developed for local geographic areas that incorporate the closest forces concept to facilitate initial attack.

III. Administration of the Compact

Each participating compact state shall have the right to designate up to three compact administrators to an interstate compact board to be known as the Great Plains Interstate Fire Compact Board. The administrators from each state are listed in Appendix A of this cooperating operating plan.

The compact became effective upon the adoption of laws by two of the member states and when ratified by congress and signed by the president. Additional states may join when their legislatures adopt such laws that approve and ratify participation.

At an annual meeting the duly designated administrators shall review and revise if necessary the complete operating agreement containing the required provisions for enabling the board to carry out the purpose of this pact.

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At such meeting or at any subsequent meetings, the administrators composing such board (three from each state) shall select a chairperson and secretary from among their members and such other officers as seem expedient and shall prescribe the duties of such officers. A quorum is a simple majority of the member states. A 2/3 majority of all administrators representing all member states shall be sufficient to form a quorum for the transaction of business. The Compact board shall meet from time to time and at such places or locations as it shall deem necessary and proper or shall meet upon the call of the chairman and such call shall designate the time and place of meeting and the purpose thereof. Meetings will be held by methods as deemed appropriate.

The board shall keep a written record of its meetings and proceedings and shall annually make a report thereof to be submitted to the duly designated official of each compacting party. Each party to the compact shall pay for the expenses of its administrators on the board.

IV. Compact Officers and Duties

Compact Chairman is responsible for:

1. Serve a two year term, to run from January to January of odd numbered years;
2. Calling, at a minimum, one meeting per year to update the AOP;
3. Distributing an Annual Report;
4. Be the point of contact and represent, or arrange for representation for the compact in all matters.

Compact Secretary is responsible for:

1. Serve a two year term, to run from January to January of even numbered years;
2. Documenting and Distributing minutes from all meetings called by the Chairman;
3. Receive, store, and make available all correspondence and/or communiqué regarding Compact business;
4. Compose an Annual Report for Distribution.

Compact Chairman for the period of January 2011 to January 2013 is: Rich Homann, Colorado State Forest Service, Fire Division Supervisor.

Compact Secretary for the period of January 2010 to January 2012 is: Jim Strain, SD Wildland Fire Suppression Division.

Transfer of office, for both chairman and secretary will occur in the January of the year their term expires. Records kept by the outgoing officer will be transferred to the incoming officer.

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V. Terminology and Command Systems

To establish a “common” understanding, words and phrases as used in this plan are defined in a Glossary attached as Appendix B. The member agencies recognize and accept command structures of each agency. Resources may be defined and/or configured differently by each member agency.

VI. General Procedures

A. Request

1. Requests for assistance will be channeled by the most expeditious means to the appropriate authorized official as listed in Appendix A.
2. Each member agency will be responsible for providing the Compact members with the names and phone numbers of the authorized Compact member agency officials and/or duty officers by April 30th of each year.
3. Each member agency’s resources order forms are acceptable for resource order requests. The ordering agency assigns the billing number.
4. The compact administrator providing resources will notify the appropriate dispatch center of resources requested/assigned.

B. Personnel

1. The Rocky Mountain Area Mobilization Guide and the Northern Rockies Area Mobilization Guide are used as guidelines for ordering personnel.

C. Equipment and Supplies

1. Expendable supplies and materials shall be considered purchased on delivery and full replacement costs will be reimbursed by the ordering agency. Items should be considered expendable if they are not reusable and noted as such on the billing invoice.
2. Non-expendable and accountable equipment and supplies will be credited to the ordering agency upon return to the sending agency. The cost of refurbishing is reimbursable to the sending agency unless the sending agency agrees that the ordering agency will perform the work.
3. Any equipment or supplies damaged beyond repair or not returned will be either replaced by the ordering agency with new equipment or supplies of the same quantity to the sending agency's standard or full replacement costs will be reimbursed by the ordering agency as per written

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documentation. Fiscal reimbursement is the preferred method for replacing lost or damaged equipment when crossing international borders.

4. Providing communications equipment is the responsibility of the ordering agency, or as otherwise specified by agreement by the ordering and sending agencies.

D. Aircraft

1. Costs for aircraft being obtained through this Compact operating plan are defined by the sending agency. These costs may include:
 - A. Hourly flight time
 - B. Daily availability
 - C. Fuel and oil (If purchased by the sending agency)
 - D. Mechanic/Fuel Truck mileage
 - E. Extended hourly rate on pilot and driver
2. Air crew wages are included in the hourly flight time and/or hourly/daily availability, unless otherwise specified by the sending agency.
3. Crew meals, accommodations, and ground transportation are reimbursable if not supplied by the ordering agency.
4. Normal, routine maintenance is the responsibility of the aircraft contractor or owner and is not reimbursable.
5. Costs incurred for extra labor or parts transported to facilitate repairs not considered routine are reimbursable. Sending agency contract stipulations will be followed by the ordering agency.
6. Damage to an aircraft caused as a direct result of the ordering agency personnel actions are the ordering agencies responsibility and are reimbursable.
7. Length of assignment and recall conditions will be defined at the time of deployment. Any extension of assignment will be by mutual agreement.
8. Special considerations will be mutually agreed to prior to dispatch.

E. Recall

1. Forty-eight hours recall notice for personnel will be given from the sending agency whenever possible. The ordering agency will make every effort to meet the 48 hour notice.
2. Equipment, aircraft and supplies will be returned to the sending agency as expeditiously as possible or as negotiated.

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F. Billing and Payment

1. Ordering agency will respect sending agencies billing guidelines.
2. All billings will include the ordering agency's resource order number and request number if applicable, and shall be itemized by incident and by sectional provisions of this guideline.
3. Member agencies will not normally bill each other for administrative costs (indirect cost), or as agreed to at time of order.
4. Bills shall be submitted to the billing addresses listed in Appendix D.
5. Bills for Wyoming resources will be submitted to the ordering agency as soon as they are received and audited by the Wyoming State Forestry Division and accompanied by the required documentation. Payment will be made directly to the sending Wyoming county or the Wyoming State Forestry Division.

G. Review

1. The Great Plains Interstate Fire Compact Cooperative Operating Plan shall be reviewed annually, and updated as appropriate.

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Appendix A
2010
Authorized Member Agency Officials and/or Duty Officers

South Dakota

Joe Lowe
Phone: 605-393-8011
Fax: 605-393-8044
Cell: 605-381-6313
Email:
joseph.lowe@state.sd.us

Steve Hasenohrl
Phone: 605-393-8120
Fax: 605-393-8044
Cell: 605-381-7256
Email:
steve.hasenohrl@state.sd.us

Jim Strain
Phone: 605-393-8114
Fax: 605-393-8044
Cell: 605-381-9966
Email:
jim.strain@state.sd.us

Colorado

Richard Homann
Phone: 970-491-303
Fax: 970-491-3445
Cell: 970-222-8328
Email:
rhomann@lamar.colostate.edu

Clair Brown
Phone: 970-491-7561
Fax: 970-491-3445
Cell: 970-222-0552
Email:
browncw@lamar.colostate.edu

Pete Blume
Phone: 970-248-7323
Fax: 970-248-7317
Cell: 970-250-6000
Email:
pblume@lamar.colostate.edu

Colorado State Forest Service Fire Duty Phone: 970-222-2784

Wyoming

Ron Graham
Phone: 307-777-3368
Fax: 307-777-5986
Cell: 307-631-7333
Email:
rgraha@wyo.gov

Bill Crapser
Phone: 307-777-5644
Fax: 307-777-5986
Cell: 307-214-7843
Email:
bcraps@wyo.gov

North Dakota

Sarah Tunge
Phone: 701-328-9985
Fax: 701-328-9947
Cell: 701-400-7263
Email:
Sarah.Tunge@ndsu.edu

Faron Krueger
Phone: 701-328-9946
Fax: 701-328-9947
Cell: 701-400-9707
Email:
Faron.Krueger@ndsu.edu

Tom Claeys
Phone: 701-328-9945
Fax: 701-328-9947
Cell: 701-228-4914
Email:
Thomas.Claeys@ndsu.edu

Great Plains Interstate Forest Fire Compact

Glossary

Agency – Unit of state government that is authorized by law to prevent, suppress or manage wildfires or forest fires within their respective state.

Authorized Official – Immediate authority to approve dispatch of resources. Specific individuals are identified in Appendix A.

Billing Number – Individual agency’s charge code that tracks costs for the incident.

Liaison Officer – Official from the ordering/sending agency responsible for the health, safety, welfare and commissary needs of sending personnel while on assignment.

Member Agencies – Agencies signatory to the Great Plains Compact Agreement.

Ordering Agency – Any agency requesting and receiving assistance from another agency.

Sending Agency – Any agency providing resources at the request of another agency.

Technical Specialist – Personnel with special skills. The specialists may be used anywhere with the organization. Most technical specialists are certified in their field or profession. Position determined by the sending agency at the time of request. Costs may be borne by the sending agency if needed for a trainee position.

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Appendix C
Great Plains Compact Ordering Guidelines
Rocky Mountain and Northern Rockies Geographic Area

The Great Plains Compact was created to facilitate assistance in wildland fire pre-suppression and suppression between the member agencies. Member agencies include the States of South Dakota, Colorado, North Dakota, and Wyoming.

The Compact and its Operating Plan do not override or supersede any existing cooperative wildland fire fighting arrangements such as federal/state agreements. Compact resource exchanges are not part of the national mobilization process but need to be coordinated as soon as possible for strategic planning purposes. Ordering of Compact resources may be initiated by designated agency officials or duty officers as listed in Appendix A. No federal employees or federal equipment can be ordered through this Compact.

Ordering of compact resources between compact members will be executed by phone call from one compact member state to another member state, with follow-up documentation via e-mail as outlined in Section V., Part A (Request) section of this plan.

If any one of the Great Plains Interstate Forest Fire Compact member states are contacted by another compact state/province or compact administrator with a request for assistance to another Compact, the Chair of the Great Plains Compact will immediately set up a conference call with all the Great Plains Compact member states and discuss what aid can be provided to the requesting Compact.

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Appendix D

Reimbursement Contacts

State of South Dakota

Brenda Even, Senior Accountant
4250 Fire Station Road, #2
Rapid City, SD 57703
Phone: 605-393-8115
Fax: 605-393-8044
Email: brenda.even@state.sd.us

State of Colorado

Janell Ray, Fire Division
5060 Campus Delivery, CSU
Fort Collins, CO 80523
Phone: 970-491-1063
Fax: 970-491-3445
Email: jray@lamar.colostate.edu

State of Wyoming

Lynda Berckefeldt- Fire Business Manager
1100 West 22nd St.
Cheyenne, WY 82002
Phone: 307-777-7300
Fax: 307-777-5986
Cell: 307-631-1025
lberk@wyo.gov

State of North Dakota

Brenda Johnson, Administration Team Leader
Molberg Center,
307 First Street East
Bottineau, ND 58318
Phone: 701-228-5486
Fax: 701-228-5448
Email: Brenda.Johnson@ndsu.edu

Appendix E

Compact Member Resources

In addition to the state resources listed below, each state has agreements, contracts, memorandums of understanding, or other instruments with local governments that control local resources. These resources with consent of the controlling local entity may be made available through the local entity's relationship with the state.

South Dakota – 2011

Overhead Resources:

1 – Type II IMT

Air Resources:

5 SEATs (AT-802's) w/portable retardant bases

One King Air 90 Air Attack Platform.

Handcrews:

2 Type II Crews

Engines:

17 Engines

Dozers:

1 D5 Dozer

Support Resources:

1 - 200 person mobile cache

1 – portable 6 person shower unit

9 – command trailers

1 – radio cache

Colorado – 2011

Air Resources:

3 - SEATs (Air Tractor 802s)

Handcrews:

3 - Type 2 Inmate Crews, (20 person)

Available RMA GACC Only

Engines:

4 Type 4 Wildland Engines (one T-4 is fully staffed all-year round)

13 Type 6 Wildland Engines (four T-6's are fully staffed year round)

Travel Trailers: 6 – (29-32 foot) ICP, SEAT Base, Engine Crew Quarters, Misc
Overhead personnel

Wyoming – 2011

Air Resources:

1 - Type 3 Exclusive Use Helicopter

Handcrews:

7 - Seven man Type 2 inmate squads,
available in-state and Black Hills only

Engines:

1 - Type 6 engine / 1 - Type 4 engine

Dozers:

1 – JD 450G

Travel Trailers: 3 – (28-34 foot) ICP, Offices, Engine Crew Quarters, Misc
Overhead personnel

Appendix E

Compact Member Resources

North Dakota – 2011

Overhead:

Miscellaneous

Handcrews:

1 – Type 2IA crew

Engines:

6 – Type 5/6 Engines

1 – Type 4 Engine (also meets Type 3 Water Tender standards)

Support Resources:

1 – 100 person cache

1 – Polaris Ranger ATV with 70 gallon Tank

2 – Polaris Big Boss 6x6 ATVs

2 – Kawasaki 4x4 ATVs

1 – Portable Shower Unit (two-stall)

3 – Bendix/King Digital Mobile Radio Kits (10 radios in each kit)

1 – Portable Remote Automated Weather Station

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Appendix F

Colorado Statutes Revised

Compact Legislation and Law

Source:

Colorado Statutes/TITLE 24 GOVERNMENT - STATE/INTERSTATE COMPACTS AND AGREEMENTS/ARTICLE 60 INTERSTATE COMPACTS AND AGREEMENTS/PART 33 INTERSTATE COMPACT FOR THE PREVENTION AND CONTROL OF FOREST FIRES/24-60-3301.

24-60-3301. Execution of compact.

The governor may enter into a compact on behalf of the state with any other state or states legally joining therein in the form substantially as follows:

ARTICLE I

The purpose of this compact is to promote effective prevention and control of forest fires in the great plains region of the United States by the maintenance of adequate forest fire fighting services by the member states, and by providing for reciprocal aid in fighting forest fires among the compacting states of the region, including South Dakota, North Dakota, Wyoming, Colorado, and any adjoining state of a current member state.

ARTICLE II

This compact is operative immediately as to those states ratifying it if any two or more of the member states have ratified it.

ARTICLE III

In each state, the state forester or officer holding the equivalent position who is responsible for forest fire control may act as compact administrator for that state, consult with like officials of the other member states, and implement cooperation between the states in forest fire prevention and control. The compact administrators of the member states may organize to coordinate the services of the member states and provide administrative integration in carrying out the purposes of this compact. Each member state may formulate and put in effect a forest fire plan for that state.

ARTICLE IV

If the state forest fire control agency of a member state requests aid from the state forest fire control agency of any other member state in combating, controlling, or preventing forest fires, the state forest fire control agency of that state may render all possible aid to the requesting agency, consonant with the maintenance of protection at home.

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Colorado Statutes Revised
Compact Legislation and Law

ARTICLE V

(1) If the forces of any member state are rendering outside aid pursuant to the request of another member state under this compact, the employees of the state shall, under the direction of the officers of the state to which they are rendering aid, have the same powers (except the power of arrest), duties, rights, privileges, and immunities as comparable employees of the state to which they are rendering aid.

(2) No member state or its officers or employees rendering outside aid pursuant to this compact is liable on account of any act or omission on the part of such forces while so engaged, or on account of the maintenance or use of any equipment or supplies in connection with rendering the outside aid.

(3) All liability, except as otherwise provided in this compact, that may arise either under the laws of the requesting state or under the laws of the aiding state or under the laws of a third state on account of or in connection with a request for aid, shall be assumed and borne by the requesting state.

(4) Any member state rendering outside aid pursuant to this compact shall be reimbursed by the member state receiving the aid for any loss or damage to, or expense incurred in the operation of, any equipment used in answering a request for aid, and for the cost of all materials, transportation, wages, salaries, and maintenance of employees and equipment incurred in connection with the request. However, nothing in this compact prevents any assisting member state from assuming the loss, damage, expense, or other cost, from loaning the equipment, or from donating the services to the receiving member state without charge or cost.

(5) Each member state shall assure that workers compensation benefits in conformity with the minimum legal requirements of the state are available to all employees and contract firefighters sent to a requesting state pursuant to this compact.

(6) For the purposes of this compact, the term "employee" includes any volunteer or auxiliary legally included within the forest fire fighting forces of the aiding state under the laws of the aiding state.

(7) The compact administrators may formulate procedures for claims and reimbursement under the provisions of this article in accordance with the laws of the member states.

ARTICLE VI

(1) Ratification of this compact does not affect any existing statute so as to authorize or permit curtailment or diminution of the forest fighting forces, equipment, services, or facilities of any member state.

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Colorado Statutes Revised
Compact Legislation and Law

(2) Nothing in the compact authorizes or permits any member state to curtail or diminish its forest fire fighting forces, equipment, services, or facilities. Each member state shall maintain adequate forest fire fighting forces and equipment to meet demands for forest fire protection within its borders in the same manner and to the same extent as if this compact were not operative.

(3) Nothing in this compact limits or restricts the powers of any state ratifying the compact to provide for the prevention, control, and extinguishment of forest fires, or to prohibit the enactment or enforcement of state laws, rules, or regulations intended to aid in the prevention, control, and extinguishment in the state.

(4) Nothing in this compact affects any existing or future cooperative relationship or arrangement between the United States forest service and a member state or states.

ARTICLE VII

Representatives of the United States forest service may attend meetings of the compact administrators.

ARTICLE VIII

The provisions of articles IV and V of this compact that relate to reciprocal aid in combating, controlling, or preventing forest fires are operative as between any state party to this compact and any other state which is party to this compact and any other state that is party to a regional forest fire protection compact in another region if the legislature of the other state has given its assent to the mutual aid provisions of this compact.

ARTICLE IX

This compact shall continue in force and remain binding on each state ratifying it until the legislature or the governor of the state takes action to withdraw from the compact. Such action is not effective until six months after notice of the withdrawal has been sent by the chief executive of the state desiring to withdraw to the chief executives of all states then parties to the compact.

Source: L. 2006: Entire part added, p. 981, § 2, effective May 18.

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Appendix G
Wyoming Statutes Annotated
Compact Legislation and Law

36-2-110. Interstate compact for the prevention and control of forest fires.

The interstate compact for the prevention and control of forest fires as contained herein is hereby enacted into law and entered into on behalf of this state with any and all other states legally joining therein in a form substantially as follows:

INTERSTATE COMPACT FOR THE PREVENTION AND CONTROL
OF FOREST FIRES

ARTICLE I

Purpose

The purpose of this compact is to promote effective prevention and control of forest fires in the great plains region of the United States by the maintenance of adequate forest firefighting services by the member states, and providing for reciprocal aid in fighting forest fires among the compacting states of the region, including South Dakota, North Dakota, Wyoming, Colorado and any adjoining state of a current member.

ARTICLE II

Operative Date

This compact is operative immediately as to those states ratifying it if any two (2) or more of the member states have ratified it.

ARTICLE III

State Compact Administrator; Forest Fire Plan

(a) In each state, the state forester or officer holding the equivalent position who is responsible for forest fire control may act as compact administrator for that state, consult with like officials of the other member states, and implement cooperation between the states in forest fire prevention and control. The compact administrators of the member states may organize to coordinate the services of the member states and provide administrative integration in carrying out the purposes of this compact.

(b) Each member state may formulate and put in effect a forest fire plan for that state.

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Wyoming Statutes Annotated

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ARTICLE IV

Aid to Other Member States

If the state forest fire control agency of a member state requests aid from the state forest fire control agency of another state in combating, controlling, or preventing forest fires, the state forest fire control agency of that state may render all possible aid to the requesting agency, consonant with the maintenance of protection at home.

ARTICLE V

Privileges; Liability; Claims and Reimbursement

(a) If the forces of any member state are rendering outside aid pursuant to the request of another member state under this compact, the employees of the state shall, under the directions of the officers of the state to which they are rendering aid, have the same powers (except the power of arrest), duties, rights, privileges and immunities as comparable employees of the state to which they are rendering aid.

(b) No member state or its officers or employees rendering outside aid pursuant to this compact is liable on account of any act or omission on the part of such forces while so engaged, or on account of the maintenance or use of any equipment or supplies in connection with rendering outside aid.

(c) All liability, except as otherwise provided in this compact, that may arise either under the laws of the requesting state or under the laws of the aiding state or under the laws of a third state on account of or in connection with a request for aid, shall be assumed and borne by the requesting state.

(d) Any member state rendering outside aid pursuant to this compact shall be reimbursed by the member state receiving the aid for any loss or damage to, or expense incurred in the operation of, any equipment used in answering a request for aid, and for the cost of all materials, transportation, wages, salaries and maintenance of employees and equipment incurred in connection with the request. However, nothing in this compact prevents any assisting member state from assuming the loss, damage, expense, or other cost, from loaning the equipment, or from donating the services to the receiving member state without charge or cost.

(e) Each member state shall assure that workers compensation benefits in conformity with the minimum legal requirements of the state are available to all employees and contract firefighters sent to a requesting state pursuant to this compact.

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(f) For the purposes of this compact, the term "employee" includes any volunteer or auxiliary legally included within the forest firefighting forces of the aiding state under the laws of the aiding state.

(g) The compact administrators may formulate procedures for claims and reimbursement under the provisions of this article in accordance with the laws of the member state.

ARTICLE VI

Effect of Compact on Existing Statutes; Duties

(a) Ratification of this compact does not affect any existing statute so as to authorize or permit curtailment or diminution of the forest firefighting forces, equipment, services or facilities of any member state.

(b) Nothing in this compact authorizes or permits any member state to curtail or diminish its firefighting forces, equipment, services or facilities. Each member state shall maintain adequate forest firefighting forces and equipment to meet the demands for forest fire protection within its borders in the same manner and to the same extent as if the compact were not operative.

(c) Nothing in this compact limits or restricts the powers of any state ratifying the compact to provide for the prevention, control and extinguishment of forest fires, or to prohibit the enactment or enforcement of state laws, rules or regulations intended to aid in the prevention, control and extinguishment of forest fires in the state.

(d) Nothing in this compact affects any existing or future cooperative relationship or arrangement between the United States forest service and a member state or states.

ARTICLE VII

Representatives of the United States Forest Service

Representatives of the United States forest service may attend meetings of the compact administrators.

Appendix G
Wyoming Statutes Annotated
Compact Legislation and Law

ARTICLE VIII

Operation of Articles IV and V

The provisions of Articles IV and V of this compact that relate to reciprocal aid in combating, controlling or preventing forest fires are operative as between any state party to this compact and any other state which is party to this compact in another region if the legislature of the other state has given its assent to the mutual aid provisions of this compact.

ARTICLE IX

Withdrawal from Compact

This compact shall continue in force and remain binding on each state ratifying it until the legislature or the governor of the state takes action to withdraw from the compact. Such action is not effective until six (6) months after notice of the withdrawal has been sent by the chief executive of the state desiring to withdraw to the chief executive of all states then party to the compact.

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Appendix H
South Dakota Codified Law
Compact Legislation and Law

SDCL 34-35-20. **Interstate compact for the prevention and control of forest fires.**
The Governor of South Dakota may execute a compact on behalf of the state with any one or more states who may by their legislative bodies, authorize a compact, in form substantially as follows:

ARTICLE I

The purpose of this compact is to promote effective prevention and control of forest fires in the great plains region of the United States by the maintenance of adequate forest fire fighting services by the member states, and by providing for reciprocal aid in fighting forest fires among the compacting states of the region, including South Dakota, North Dakota, Wyoming, Colorado and any adjoining state of a current member state.

ARTICLE II

This compact is operative immediately as to those states ratifying it if any two or more of the member states have ratified it.

ARTICLE III

In each state, the state forester or officer holding the equivalent position who is responsible for forest fire control may act as compact administrator for that state and may consult with like officials of the other member states and may implement cooperation between the states in forest fire prevention and control. The compact administrators of the member states may organize to coordinate the services of the member states and provide administrative integration in carrying out the purposes of this compact. Each member state may formulate and put in effect a forest fire plan for that state.

ARTICLE IV

If the state forest fire control agency of a member state requests aid from the state forest fire control agency of any other member state in combating, controlling, or preventing forest fires, the state forest fire control agency of that state may render all possible aid to the requesting agency, consonant with the maintenance of protection at home.

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South Dakota Codified Law
Compact Legislation and Law

ARTICLE V

If the forces of any member state are rendering outside aid pursuant to the request of another member state under this compact, the employees of the state shall, under the direction of the officers of the state to which they are rendering aid, have the same powers (except the power of arrest), duties, rights, privileges, and immunities as comparable employees of the state to which they are rendering aid.

No member state or its officers or employees rendering outside aid pursuant to this compact is liable on account of any act or omission on the part of such forces while so engaged, or on account of the maintenance or use of any equipment or supplies in connection with rendering the outside aid.

All liability, except as otherwise provided in this compact, that may arise either under the laws of the requesting state or under the laws of the aiding state or under the laws of a third state on account of or in connection with a request for aid, shall be assumed and borne by the requesting state.

Any member state rendering outside aid pursuant to this compact shall be reimbursed by the member state receiving the aid for any loss or damage to, or expense incurred in the operation of any equipment answering a request for aid, and for the cost of all materials, transportation, wages, salaries, and maintenance of employees and equipment incurred in connection with such request. However, nothing in this compact prevents any assisting member state from assuming such loss, damage, expense, or other cost or from loaning such equipment or from donating such services to the receiving member state without charge or cost.

Each member state shall assure that workers compensation benefits in conformity with the minimum legal requirements of the state are available to all employees and contract firefighters sent to a requesting state pursuant to this compact.

For the purposes of this compact the term, employee, includes any volunteer or auxiliary legally included within the forest fire fighting forces of the aiding state under the laws of the aiding state.

The compact administrators may formulate procedures for claims and reimbursement under the

provisions of this article, in accordance with the laws of the member states.

Appendix H
South Dakota Codified Law
Compact Legislation and Law

ARTICLE VI

Ratification of this compact does not affect any existing statute so as to authorize or permit curtailment or diminution of the forest fighting forces, equipment, services, or facilities of any member state.

Nothing in the compact authorizes or permits any member state to curtail or diminish its forest fire fighting forces, equipment, services, or facilities. Each member state shall maintain adequate forest fire fighting forces and equipment to meet demands for forest fire protection within its borders in the same manner and to the same extent as if this compact were not operative.

Nothing in this compact limits or restricts the powers of any state ratifying the compact to provide for the prevention, control, and extinguishment of forest fires, or to prohibit the enactment or enforcement of state laws, rules, or regulations intended to aid in the prevention, control, and extinguishment in the state.

Nothing in this compact affects any existing or future cooperative relationship or arrangement between the United States Forest Service and a member state or states.

ARTICLE VII

Representatives of the United States Forest Service may attend meetings of the compact administrators.

ARTICLE VIII

The provisions of Articles IV and V of this compact that relate to reciprocal aid in combating, controlling, or preventing forest fires are operative as between any state party to this compact and any other state which is party to this compact and any other state that is party to a regional forest fire protection compact in another region if the Legislature of the other state has given its assent to the mutual aid provisions of this compact.

ARTICLE IX

This compact shall continue in force and remain binding on each state ratifying it until the Legislature or the Governor of the state takes action to withdraw from the compact. Such action is not effective until six months after notice of the withdrawal has been sent by the chief executive of the state desiring to withdraw to the chief executives of all states then parties to the compact.

Source: SL 2006, ch 186, § 1.

Appendix H
South Dakota Codified Law
Compact Legislation and Law

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Appendix I
North Dakota Century Code
Compact Legislation and Law

North Dakota Forest Fire Compact

18-14-01. Interstate compact for the prevention and control of wildland fires.

This compact for the prevention and control of wildland fires is entered into and enacted into law. The governor may execute a compact on behalf of the state with any one or more states who may by their legislative bodies, authorize a compact, in form substantially as follows:

ARTICLE I

The purpose of this compact is to promote effective prevention and control of forest fires in the great plains region of the United States by the maintenance of adequate forest firefighting services by the member states, and by providing for reciprocal aid in fighting forest fires among the compacting states of the region, including South Dakota, North Dakota, Wyoming, Colorado, and any adjoining state of a current member state.

ARTICLE II

This compact is operative immediately as to those states ratifying it if any two or more of the member states have ratified it.

ARTICLE III

In each state, the state forester or officer holding the equivalent position who is responsible for forest fire control may act as compact administrator for that state and may consult with like officials of the other member states and may implement cooperation between the states in forest fire prevention and control. The compact administrators of the member states may organize to coordinate the services of the member states and provide administrative integration in carrying out the purpose of this compact. Each member state may formulate and put in effect a forest fire plan for that state.

ARTICLE IV

If the state forest fire control agency of a member state requests aid from the state forest fire control agency of any other member state in combating, controlling, or preventing forest fires, the state forest fire control agency of that state may render all possible aid to the requesting agency, consonant with the maintenance of protection at home.

ARTICLE V

If the forces of any member state are rendering outside aid pursuant to the request of another member state under this compact, the employees of the state shall, under the direction of the officers of the state to which they are rendering aid, have the same powers (except the power of arrest), duties, rights, privileges, and immunities as

Appendix I

North Dakota Century Code

Compact Legislation and Law

comparable employees of the state to which they are rendering aid.

No member state or its officers or employees rendering outside aid pursuant to this compact is liable on account of any act or omission on the part of such forces while so engaged, or on account of the maintenance or use of any equipment or supplies in connection with rendering the outside aid.

All liability, except as otherwise provided in this compact, that may arise either under the laws of the requesting state or under the laws of the aiding state or under the laws of a third state on account of or in connection with a request for aid, shall be assumed and borne by the requesting state.

Any member state rendering outside aid pursuant to this compact shall be reimbursed by the member state receiving the aid for any loss or damage to, or expense incurred in the operation of any equipment answering a request for aid, and for the cost of all materials, transportation, wages, salaries, and maintenance of employees and equipment incurred in connection with such request. However, nothing in this compact prevents any assisting member state from assuming such loss, damage, expense, or other cost or from loaning such equipment or from donating such services to the receiving member state without charge or cost.

Each member state shall assure that workers compensation benefits in conformity with the minimum legal requirements of the state are available to all employees and contract firefighters sent to a requesting state pursuant to this compact.

For the purposes of this compact the term, employee, includes any volunteer or auxiliary legally included with in the forest firefighting forces of the aiding state under the laws of the aiding state.

The compact administrators may formulate procedures for claims and reimbursement under the provisions of this article, in accordance with the laws of the member states.

ARTICLE VI

Ratification of this compact does not affect any existing statute so as to authorize or permit curtailment or diminution of the forest fighting forces, equipment, services, or facilities of any member state.

Nothing in this compact authorizes or permits any member state to curtail or diminish its forest firefighting forces, equipment, services, or facilities. Each member state shall maintain adequate forest fighting forces and equipment to meet demands for forest fire protection within its borders in the same manner and to the same extent as if this compact were not operative.

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Nothing in this compact limits or restricts the powers of any state ratifying the compact to provide for the prevention, control, and extinguishment of forest fires, or to prohibit the enactment or enforcement of state laws, rules, or regulations intended to aid in the prevention, control, and extinguishment in the state.

Nothing in this compact affects any existing or future cooperative relationship or arrangement between the United States forest service and a member state or states.

ARTICLE VII

Representatives of the United States forest service may attend meetings of the compact administrators.

ARTICLE VIII

The provisions of Articles IV and V of this compact that relate to reciprocal aid in combating, controlling, or preventing forest fires are operative as between any state party to this compact and any other state which is party to this compact and any other state that is party to a regional forest fire protection compact in another region if the legislature of the other state has given its assent to the mutual aid provisions of this compact.

ARTICLE IX

This compact shall continue in force and remain binding on each state ratifying it until the legislature or the governor of the state takes action to withdraw from the compact. Such action is not effective until six months after notice of the withdrawal has been sent by the chief executive of the state desiring to withdraw to the chief executives of all states then parties to the compact.

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Appendix K

Public Law 110-79

*One Hundred Tenth Congress
of the
United States of America
AT THE FIRST SESSION*

Begun and held at the City of Washington on Thursday,

the fourth day of January, two thousand and seven

An Act

Granting the consent and approval of Congress to an interstate forest fire protection compact.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. CONSENT OF CONGRESS.

(a) IN GENERAL- The consent and approval of Congress is given to an interstate forest fire protection compact, as set out in subsection (b).

(b) COMPACT- The compact reads substantially as follows:

THE GREAT PLAINS WILDLAND FIRE PROTECTION AGREEMENT

THIS AGREEMENT is entered into by and between the State, Provincial and Territorial wildland fire protection agencies signatory hereto, hereinafter referred to as `Members'.
FOR, AND IN CONSIDERATION OF the following terms and conditions, the Members agree:

ARTICLE I

The purpose of this compact is to promote effective prevention and control of forest fires in the Great Plains region of the United States by the maintenance of adequate forest fire fighting services by the member states, and by providing for reciprocal aid in fighting forest fires among the compacting states of the region, including South Dakota, North Dakota, Wyoming, Colorado, and any adjoining state of a current member state.

ARTICLE II

This compact is operative immediately as to those states ratifying it if any two or more of the member states have ratified it.

ARTICLE III

In each state, the state forester or officer holding the equivalent position who is responsible for forest fire control may act as compact administrator for that state and may consult with like officials of the other member states and may implement cooperation between the states in forest fire prevention and control. The compact administrators of the member states may organize to coordinate the services of the member states and provide

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administrative integration in carrying out the purposes of this compact. Each member state may formulate and put in effect a forest fire plan for that state.

ARTICLE IV

If the state forest fire control agency of a member state requests aid from the state forest fire control agency of any other member state in combating, controlling, or preventing forest fires, the state forest fire control agency of that state may render all possible aid to the requesting agency, consonant with the maintenance of protection at home.

ARTICLE V

If the forces of any member state are rendering outside aid pursuant to the request of another member state under this compact, the employees of the state shall, under the direction of the officers of the state to which they are rendering aid, have the same powers (except the power of arrest), duties, rights, privileges, and immunities as comparable employees of the state to which they are rendering aid.

No member state or its officers or employees rendering outside aid pursuant to this compact is liable on account of any act or omission on the part of such forces while so engaged, or on account of the maintenance or use of any equipment or supplies in connection with rendering the outside aid.

All liability, except as otherwise provided in this compact, that may arise either under the laws of the requesting state or under the laws of the aiding state or under the laws of a third state on account of or in connection with a request for aid, shall be assumed and borne by the requesting state.

Any member state rendering outside and pursuant to this compact shall be reimbursed by the member state receiving the aid for any loss or damage to, or expense incurred in the operation of any equipment answering a request for aid, and for the cost of all materials, transportation, wages, salaries, and maintenance of employees and equipment incurred in connection with such request. However, nothing in this compact prevents any assisting member state from assuming such loss, damage, expense, or other cost or from loaning such equipment or from donating such services to the receiving member state without charge or cost.

Each member state shall assure that workers compensation benefits in conformity with the minimum legal requirements of the state are available to all employees and contract firefighters sent to a requesting state pursuant to this compact.

For the purposes of this compact the term, employee, includes any volunteer or auxiliary legally included within the forest fire fighting forces of the aiding state under the laws of the aiding state.

The compact administrators may formulate procedures for claims and reimbursement under the provisions of this article, in accordance with the laws of the member states.

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ARTICLE IX

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Such action is not effective until six months after notice of the withdrawal has been sent by the chief executive of the state desiring to withdraw to the chief executives of all states then parties to the compact.'

Speaker of the House of Representatives.

Vice President of the United States and

President of the Senate.