

DEPARTMENT OF FORESTRY

1416 NINTH STREET - Room 1512
SACRAMENTO, CALIFORNIA 95814

Telephone: 916/445-9378



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August 4, 1977

Honorable Edmund G. Brown Jr.
Governor of California
Governor's Office, State Capitol
Sacramento, California 95814

Re. ADMINISTRATION
Interstate Compact for Fire Protection Assistance
with the States of California, Oregon, Washington,
Idaho and Nevada

Dear Governor Brown:

Assembly Bill No. 1643, authored by Assemblyman Norman Waters, was amended in June to become urgency legislation. The bill was signed by you into law on June 29, 1977 to become Chapter 161, Stats. 1977. The reason for the urgency was to provide a vehicle for interstate fire protection assistance between the forestry departments of five western states because of extreme drought conditions that now exist.

The attached agreement and plan for interstate fire protection assistance has been developed cooperatively by the five states initially participating therein. The plan has been reviewed by staff of each of our departments for operational acceptability, fiscal responsibility, conformance with the parent Civil Defense Compact, and legal requirements.

This morning, the Department of Forestry faces a major wildland fire emergency in that all of its firefighting forces are committed to fires currently burning. We anticipate the need of assistance from the State of Oregon by this evening. Therefore, we jointly recommend that you sign the attached agreement today, authorizing California's participation in this mutual assistance program.

Respectfully,


L. A. MORAN
Director


Office of Emergency Services


Department of General Services

Attachment & AB 1643

DEPARTMENT OF FORESTRY

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FILED
 In the office of the Secretary of State
 of the State of California



AUG 6 - 1977

MARCH FONG EU, Secretary of State

By *Margaret R. Washburn*
 Deputy

SUPPLEMENTAL AGREEMENT AND PLAN NO. 77-1

to
 INTERSTATE CIVIL DEFENSE AND DISASTER COMPACT
 for

Interstate Cooperation and Joint Exercise of Powers Under
 Emergency Forest Fire Conditions as Provided by the Statutes
 of the Participating States and Pursuant to the Provisions
 of the Interstate Civil Defense and Disaster Compact (1951)
 and Section 552, Title 16, of the United States Code.

I. OBJECTIVES

- A. To provide, during emergency conditions, the most effective use of the collective forest firefighting expertise and resources of the states that are a party to this agreement and plan.
- B. To facilitate and simplify procedures for coordination and cooperation.

II. POLICY

- A. This plan, approved and adopted by the appropriate departments and officials of the States of California, Idaho, Nevada, Oregon and Washington is designed to provide procedure, under emergency conditions whereby one or more states in need of fire protection services from another state may request and receive such services, if the requested fire protection services are available.
- B. This plan, approved and adopted by the appropriate departments, and Governors of the states participating herein, is designed to provide procedure, under emergency conditions, whereby one or more states in need of services of another state, may request and receive such services if available.
- C. This plan does not replace nor is it intended to circumnavigate any existing plan or agreement between states or between a state or another agency, or any operational procedure now existing or planned by any of the states that are a party to this agreement.

III. PROCEDURES

- A. Services Available:

1. Each state will furnish to the other states an inventory of the types, quantities and capabilities of personnel, services and equipment it may be able to provide under emergency conditions.
2. Such inventories will be supplied by June 15 each year and shall be appended to and become a part of this plan.
3. An inventory may be revised at any time by the submitting state.

B. Implementation of Plan:

1. Each state will designate the office responsible for initiating requests or responding to requests for service pursuant to this plan. Such information will include phone numbers and names of personnel if deemed appropriate.
2. This information will be supplied by June 15 each year and will be appended to and made a part of this plan.
3. State requesting service will make its needs known directly to the state having the appropriate service listed on the inventory described in III.A.1. of this plan.

C. Responsibilities of Receiving State:

1. State receiving service from another state has the following responsibility:
 - a. Supplying food and lodging for all personnel involved.
 - b. Normal equipment maintenance and repair.
 - c. First aid and emergency care.
 - d. Return of any personnel immediately to sending state because of personal or other emergencies. (This may entail use of and payment of costs of commercial airlines.)
2. State receiving services from another state will release immediately all personnel and equipment of another state when the emergency is over.
 - a. It will notify the sending state immediately of all pertinent data relating to the release.

D. Responsibilities of Sending State:

1. Industrial accident coverage of personnel except for emergency treatments as set forth in III.C.1.c.
2. Loss or excessive damage to any equipment beyond normal wear and tear will be resolved on a case-by-case basis between the states involved.
3. Public (third party) liability of sending state shall be in accordance with provisions of the Interstate Civil Defense and Disaster Compact (1951).
4. The provisions of 1 and 2 above are limited to the extent authorized or permitted by laws of the respective states.
5. The sending state will designate a person responsible for liaison between the receiving state and the personnel of sending state. If personnel of sending state is divided because of the nature of the assignment, then a liaison officer or person will be designated for each separate unit of operation.

IV. REIMBURSEMENT AND PAYMENT OF COSTS

- A. It is understood that state providing service to another state shall be reimbursed by the receiving state for the costs of the service supplied. These costs are to be limited to the cost of personnel, travel, equipment and supplies furnished.
 1. Unless otherwise agreed to, costs should be submitted within 90 days of the last date the service was supplied. If the receiving state has need for cost estimates before 90 days, it should notify the sending state and arrange for such an estimate.
 2. Payment by the receiving state should be made within 45 days of the receipt of any billing unless otherwise agreed to.

V. EXISTING AGREEMENTS RECOGNIZED

- A. This agreement and plan recognizes and in no way is intended to replace or supercede existing mutual aid or other agreements or operation plans between states now in operation.
- B. This plan recognizes and in no way is intended to replace or supercede existing agreements between the states and federal or local jurisdictions. This plan does not intend to inhibit the development of additional agreements or planning with other states or agencies.

VI. ANNUAL REVIEW

- A. At least once each year prior to May 1, representatives of the parties to this agreement and plan will meet to review, analyze and devise improvements for performance under this agreement and plan.

VII. ADDITIONAL PARTICIPANTS

- A. Approving and adopting the specific provisions of this agreement and plan.
- B. Submitting executed copies of the plan and agreement to the contiguous participating state(s) and such other participating states with which said "other state" may desire to exchange emergency fire protection service.

Acceptance of new members to this plan and agreement is at the option of each participating state. Consummation of new agreements is made by the exchange of fully executed documents as provided in Article X.

VIII. EFFECTIVE DATE AND TERMINATION

- A. This supplemental agreement and plan shall become operative immediately between states upon ratification and exchange of fully executed documents as provided in Article X.
- B. A state may terminate participation in this agreement plan by notification at any time except during periods when said state is involved in either supplying or receiving services with another state. Said notification and termination to be effective upon receipt thereof by the other participating states.

IX. DISTRIBUTION

Approved copies of this plan shall be sent to the United States Civil Defense Agency and the following states:

(1) Idaho	(6)
(2) Nevada	(7)
(3) Oregon	(8)
(4) Washington	(9)
(5)	(10)

X. PARTICIPATION AND APPROVAL

This agreement and plan shall become operative immediately upon the exchange of executed copies of this agreement and plan by any two or more of the states listed in Article II.A. or subsequent contiguous states seeking participation pursuant to Article VII.

The provisions of the foregoing agreement and plan are herewith presented for approval and adoption.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this fifth day of August 1977.

Edmund G. Brown Jr.
EDMUND G. BROWN JR.
Governor

Attest:

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MARCH FONG EU
Secretary of State

APPENDIX A

of
Supplemental Agreement and Plan No. 77-1
to
Interstate Civil Defense and Disaster Compact
for
State of California

PLAN IMPLEMENTATION (ref. Art. III.B.1.)

The following office is responsible for initiating and responding to requests for fire protection service on behalf of the State of California:

Duty Dispatcher - Emergency Command Center
California Department of Forestry

Voice phones (day) . . . 916/445-9882
24-hr. call . . . 916/445-2655
Telex phone 916/322-5220

Individuals authorized to approve requests for assistance and authorize assistance to other states:

Director of Forestry . L. A. Moran . . . 916/445-3976 (ofc.)
916/421-5306 (res.)

Deputy Director
of Forestry . . . L. E. Richey . . . 916/445-3894 (ofc.)
916/756-3623 (res.)

Chief of Fire
Protection Services M. O. Schori . . . 916/445-9882 (ofc.)
916/756-7745 (res.)

INVENTORY CDF FIREFIGHTING RESOURCES, Effective August 1, 1977
(ref. Art. III.A.1.)

Motorized Equipment - Ground

Fire Engines	361
Bulldozers with transports:	
Medium	25
Heavy	53
Water Tankers	23
Stakesides	88
Handcrew Buses and	
Conservation Camp Vehicles	25

Aircraft

Airtankers - CDF Contract:

<u>Type</u>	<u>Retardant Average</u>	<u>Speed</u>	<u>No.</u>
S-2	800 gals.	190 mph	16
S-PBY	1200 gals.	145 mph	2
DC-4	2000 gals.	190 mph	1
B-17	1800 gals.	175 mph	2

Helicopters - CDF Contract:

Bell Jet Ranger w/service unit	7
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Air Coordinator - Aircraft

Cessna 337	13
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Personnel

Handcrews

8 Conservation Camp Crews (25 crews - remainder of CDF Handcrews are inmates and cannot go out of state)	500 men
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Fire Control Personnel

Fire Apparatus Engineers	425
Fire Captains	601
Fire Crew Supervisors	30
Heavy Fire Equipment Operators	147

Fire Control Administrators

Rangers I and FPO I's	181
Rangers II, III & IV	122
Foresters	85

Record of Transmittal and Receipt

Executed copies of this plan are hereby submitted to the following states pursuant to the provisions of Article X of Supplement Agreement and Plan No. 77-1 to Interstate Civil Defense and Disaster Compact executed the fourth day of August 1977:

STATE	Copy received by	Date
State of Idaho	_____	_____
State of Nevada	_____	_____
State of Oregon	_____	_____
State of Washington	_____	_____

Attachment