# GREAT PLAINS INTERSTATE FIRE COMPACT

## **COOPERATIVE**

# **ANNUAL OPERATING PLAN**

2016



Colorado, Nebraska, New Mexico, North Dakota, Saskatchewan, South Dakota, Wyoming

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#### I. Authority

Interstate compacts for the prevention and control of forest fires are authorized by the Weeks Law of 1911, Public Law 110-79, and 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 NDCC 18-14-01. The Nebraska Legislature authorized participation in NDCC 18-14-01. The Nebraska Legislature authorized participation under the Wildfire Act Section 76(2). The New Mexico legislature has authorized participation in the compact in Senate Bill 128. 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 the Compact User Guide.

#### II. Purpose

This cooperative operating plan facilitates assistance in prevention, pre-suppression, control of wildland fires, management of prescribed fires, training and mitigation and recovery activities between the member agencies of the Compact. This plan does not override or supersede any existing cooperative wildland firefighting arrangements, such as federal/state/provincial agreements, nor does it prohibit future cooperative 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. Compact members may negotiate within their respective states. Member agencies include the States of South Dakota, Colorado, North Dakota, Wyoming, Nebraska, the Province of Saskatchewan, and New Mexico

All Compact resources from sending agencies ordered through the Compact will be managed according to the protocols of the receiving agency provided these protocols do not impede on sending agency rules, agreements, and protocols.

Pursuant to Public law 110-79 Article 8, the Great Plains Forest Fire Compact will render aid to member states of other compacts in accordance with the Compact User Guide.

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 member 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 compact member are listed in Appendix A of this cooperating operating plan.

The compact became effective upon the adoption of laws by two of the compact members and when ratified by congress and signed by the president. Additional compact members 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.

At such meeting or at any subsequent meetings, the administrators composing such board (three from each compact member) 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 compact members. A 2/3 majority of administrators present, representing all compact member agencies, 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 expire on an even numbered overlap year. Chair will transition with the incoming chair at the first meeting of said overlap year. For instance: Chair 2016 to 2018 Incoming Char 2018-2020, etc.
- 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.
- 5. Represent the compact at the Annual Alliance of Forest Fire Compact Meeting, or any other meeting or function that deals in whole or in part with problems, program, or issues in which the GPIFC has an interest and would benefit from such representation. If unable to make travel, meeting or conference obligations, the Chair will appoint a representative in their place.

Compact Secretary is responsible for:

- 1. Serve a two year term, to run from first meeting of the calendar year that their term expires of odd numbered years;
- 2. Serve as the Chair in the absence or disability of the elected Chair, with all the power and authority of the Chair's office
- 3. Documenting and Distributing minutes from all meetings called by the Chairman;
- 4. Receive, store, and make available all correspondence and/or communiqué regarding Compact business;
- 5. Compose an Annual Report for Distribution.

Compact Chairman for the period of 2016 to 2018 is: Anthony Schultz, North Dakota Forest Service, Cooperative Fire Protection Manager.

Compact Secretary for the period of 2015 to 2017 is: Vaughn Jones, Colorado Division of Fire Prevention and Control, Wildland Fire Section Chief.

Transfer of office, for both chairman and secretary will occur at the first meeting of the calendar year that their term expires. Records kept by the outgoing officer will be transferred to the incoming officer and will be permanently housed on the GPIFC Google Drive.

An established succession rotation will be followed to determine the Chair, the Secretary, the incoming Chair and incoming Secretary. A flow-chart of the succession plan can be found in the compact user guide.

### V. Terminology and Command Systems

To establish a "common" understanding, words and phrases as used in this plan are defined in the Compact User Guide. 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

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 agency to another member agency, with follow-up documentation via e-mail as outlined in Section VI., Part A (Request) section of this plan.

If any one of the Great Plains Interstate Forest Fire Compact member agencies are contacted by a member state of 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 and/or email with all the Great Plains Compact member states and discuss what aid can be provided to the requesting Compact. (see Compact User Guide for list of other Compacts).

#### 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 the first meeting of the year.
- 3. Reimbursement of resources ordered will be agreed upon at time of request and may be based on established rates or mutually beneficial arrangements.
- 4. Each member agency's resources order forms are acceptable for resource order requests. The ordering agency assigns the billing number. A resource order template has been included for optional use. See Compact User Guide.
- 5. The compact administrator providing resources will notify the appropriate dispatch center of resources requested/assigned as appropriate.
- 6. The ordering compact administrator will document details of the compact resource request and submit documentation to the Compact Secretary.

#### **B.** Personnel

1. Reimbursement for personnel will be on the following basis: All costs submitted for payment by the Sending Agency will be reimbursed by the Ordering Agency, in accordance with the salary schedules and/or union contracts in existence with the Sending Agency unless resource rates are established prior to resource mobilization. An Agency may prefer to set a flat fee for service.

- 2. When appropriate an Agency may request a liaison. The costs of the liaison will be reimbursed by the Ordering Agency.
- 3. The Ordering Agency agrees to accept the Sending Agency's standards for training, fitness, personal protective equipment and workers compensation. If the Ordering Agency must meet additional safety equipment/supplies standards than the Sending Agency standards, it is the responsibility of the Ordering Agency to supply the required equipment, supplies and associated training (Example: Fire Shelter training).
- 4. Each agency assigning personnel to a resource order certifies that the personnel assigned meet the requirements of the position ordered.
- 5. Personnel (Trainees) may be ordered for a position in which they are not fully qualified for. The assignment specifics shall be negotiated between the Sending and Ordering agencies.
- 6. Personnel assigned as part of a resource order will receive an incident briefing by the ordering agency prior to fireline deployment and should be debriefed prior to demobilization. Evaluations will be provided to the sending agency.
- 7. Agencies will comply with customs clearing procedures as applicable.
- 8. The Sending Agency will ensure that their personnel are adequately covered for any hospital and/or medical costs incurred while on assignment.
- 9. Notwithstanding item number 9, the Ordering Agency will ensure that immediate medical services be afforded any member of the personnel on assignment regardless of the nature of the requirement or the type of medical aid required.
- 10. Any accident or serious incident involving personnel on assignment must be immediately reported to the Sending Agency's authorized official. The Sending Agency may request to participate in the investigation, or may, at

their own expense, and with the assistance of the Ordering Agency, undertake their own investigation.

- 11. Length of assignment and rest and rotation for personnel shall be identified by the Sending Agency at the time of request. Any extension of assignment will be by mutual agreement.
- 12. Any redeployment of resources outside of the ordering agency's jurisdiction shall be agreed upon by the sending and receiving agencies.

### 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.
- 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 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.
- 5. Any equipment requiring necessary permits for interstate travel will be paid for and the responsibility of the ordering agency.

### **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. Landing Fees
  - E. Mechanic/Fuel Truck mileage
  - F. 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. 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 resources will be given from the sending agency whenever possible. The ordering agency will make every effort to meet the 48 hour notice.

#### 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 B.
- 5. Invoices for goods and services provided by Canada to the US will be paid for in the equivalent Canadian dollars. Invoices for goods and services provided by the US to Canada will be paid for in the equivalent US dollars. It is the intent that the sending agency receive full payment of their bill, regardless of the current exchange rate. The rate shall be the exchange rate at the date resources are deployed and will not fluctuate. If an invoice is revised, the exchange rate will be at the date that the original resource order was issued, unless mutually agreed to otherwise.
- 6. Incidental Communication Recovery Rate (ICRR) As employees are often required to report back to their state/province/territory an ICRR of \$150.00 per deployment may be included on resource orders and invoices submitted to the Ordering Agency. The ICRR includes those costs incurred by the Sending Agency AREP, AAON or designate including single resources, from the time the Sending Agency personnel depart their and return to their

home base. The ICRR costs may include, but may not be limited to: internet usage, telephone costs, data service fees, satellite and cellular phone charges. Any extenuating circumstance where additional deployment costs are incurred by the Sending Agency while mobilizing personnel or demobilizing personnel to their home state/province/territory may be negotiated between the Sending Agency and the Ordering Agency as a separate expenditure in addition to the ICRR.

#### G. Review

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

Wyoming State Forestry Division	Date
North Dakota Forest Service	Date
Colorado Department of Fire Prevention and Control	 Date
Nebraska Emergency Management Agency	Date
Saskatchewan Ministry of Environment	Date
South Dakota Division of Wildland Fire	Date
New Mexico State Forestry Division	Date
Colorado State Forest Service	Date

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

	Colorado DFPC	
Vaughn Jones	Phil Daniels	Rocco Snart
Office:303-239-4665	Office: 303-239-4600	Office: 303-445-4364
Cell: 303-909-5735	Cell: 720-588-3473	Cell: 720-347-7234
Fax: 303-239-5887	Fax: 303-239-5881	Fax: 303-239-3811
Email: Vaugn.Jones@state.co.us	Email: Phil.Daniels@state.co.us	Email: Rocco.Snart@state.co.us
	Nebraska	
Casey McCoy	Justin Nickles	Earl Imler
Office: 402-472-6634	Office: NA	Office: 402-471-7181
Cell: 402-560-1766	Cell: 402-760-1930	Cell: 402-326-9221
Fax: NA	Fax: NA	Fax: NA
Email: cmccoy3@unl.edu	Email: jnickless2@unl.edu	Email: earl.imler@nebraska.gov
Linan: enecoys@uni.edu	Linan. Jinekiess2@uin.edu	Linan. can.inter@neoraska.gov
	New Mexico	
Donald Griego	Greg Valdez	Brian Filip
Office: 505-476-3349	Office: 505-476-3348	Office: 505-476-3350
Cell: 505-660-0413	Cell: 505-660-5705	Cell: 505-467-9551
Fax: NA	Fax: NA	Fax: NA
Email: donald.griego@state.nm.us	Email: greg.valdez@state.nm.us	Email: brian.filip@state.nm.us
	North Dakota	
Ryan Melin		Thomas Claeys
Office: 701-328-9985	Anthony Schultz Office: 701-328-9916	Office: 701-328
Cell: 701-220-1475	Cell: 701-425-1835	Cell: 701-
Fax: 701-328-9947	Fax: 701-328-9947	Fax: 701-328-9947
Email: Ryan.Melin@ndsu.edu		Email: Thomas.Claeys@ndsu.edu
Eman. Kyan. Wenn@hdsu.edu	Email: Anthony.Schultz@ndsu.edu	Eman. Thomas.Claeys@ndsu.edu
	Saskatchewan	
Steve Roberts	Scott Wasylenchuk	Provincial Duty Desk
Office: 306-953-2206	Office: 306-953-3429	Office: 306-953-3430
Cell: 306-961-2964	Cell: 306-981-3960	Cell: NA
Fax: NA	Fax: NA	Fax: 306-981-2530
Email: steve.roberts@gov.sk.ca	Email:	Email: FFMBDispatch@gov.sk.ca
	scott.wasylenchuk@gov.sk.ca	
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	South Dakota	
Jay Esperance	Jim Strain	Rob Lehmann
Office: 605-393-8011	Office: 605-393-8114	Office: 605-393-4229
Cell: 605-393-5785	Cell: 605-381-9966	Cell: 605-209-0804
Fax: 605-393-8044	Fax: 605-393-8044	Fax: 605-393-8044
Email: Jay.Esperance@state.sd.us	Email: Jim.Strain@state.sd.us	Email: Robert.Lehmann@state.sd.us
	Wyoming	
Awaiting Hire	Chris Fallbeck	Bill Crapser
	Office: 307-777-8017	Office 307-777-5644
	Cell: 307-631-2594	Cell: 307-214-7843
	Fax: N/A	Fax: N/A
	Email: Chris.Fallbeck@wyo.gov	Email: Bill.Crapser@wyo.gov

# Appendix B

Authorized Member Agency Reimbursement/Business Contacts

Colorado				
Erin Claussen				
Office: 970-491-8538				
Cell: NA				
Fax: 970-491-3445				
Address:				
5060 Campus Delivery, Building 1049				
Fort Collins, CO 80523				
Nebraska				
Earl Imler				
Office: 402-471-7181				
Cell: 402-326-9221				
Fax: NA				
Email: earl.imler@nebraska.gov				
Address:				
Nebraska Emergency Management Agency				
2433 NW 24th Street				

2433 N.W. 24th Street Lincoln, NE 68524-1801

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### **New Mexico**

#### **Gilbert Romero**

Office: 575-376-2204 Cell: 575-643-5522 Fax: NA Email: gilbert.a.romero@state.nm.us Address: Cimarron District, PO Box 5 Ute Park, NM 87749

## Saskatchewan

#### **Steve Roberts**

Office: 306-953-2206 Cell: 306-961-2964 Fax: NA Email: steve.roberts@gov.sk.ca

## North Dakota

### Brenda Johnson Office: 701-228-5486 Cell: N/A Fax: 701-228-5448 Address:

307- 1<sup>st</sup> Street East, Bottineau, ND 58318

## **South Dakota**

#### Brenda Even

Office: 605-393-8115 Cell: 605-381-1428 Fax: 605-393-8044 Email: <u>Brenda.Even@state.sd.us</u> Address: 3305 West South St Rapid City, SD 57702

## Wyoming

### Chris Fallbeck

Office: 307-777-8017 Cell: 307-631-2594 Fax: N/A Email: Chris.Fallbeck@wyo.gov