

COOPERATIVE FIRE PROTECTION AGREEMENT

BETWEEN

GREAT LAKES FOREST FIRE PROTECTION COMPACT

AND

FOREST SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE

THIS AGREEMENT, made and entered into by and between the Forest Service, United States Department of Agriculture, acting through the Director of the Northeastern Area, State and Private Forestry, 370 Reed Road, Broomall, Pennsylvania, 19008 (Forest Service), and the Great Lakes Forest Fire Protection Compact, acting through the Compact Chairperson, (Compact), under the provisions of Section 7 of the Cooperative Forestry Assistance Act of 1978; Public Law 95-313, (16 U.S.C. 2106), Federal Property and Administrative Service Act of 1949, as amended (40 U.S.C. 483-490); and the Department of Agriculture Organic Act of 1944, as amended (16 U.S.C. 580a).

WHEREAS, the purpose of the Compact is to promote effective presuppression, prevention and suppression of forest fires in the north central area of the United States and adjacent areas of Canada by developing integrated forest fire plans, establishing a central agency to coordinate the services provided by the member states and perform common services deemed desirable, and providing for mutual aid in suppressing forest fires among the states of the area; and

WHEREAS, the Forest Service is charged to cooperate with State Foresters or equivalent State Officers, and through them other agencies in developing systems and methods; providing financial, technical, and related assistance; cooperate in organizing, training and equipping local fire fighting forces for prevention, control, suppression, and prescribed use of fires on rural lands to protect human life, agriculture crops, livestock, property, and natural resources on non-Federal Forest Lands and other non-Federal Lands.

NOW, THEREFORE, in consideration of the above, the parties mutually agree as follows:

A. THE COMPACT AGREES TO:

1. Provide Compact personnel to participate in National, Area and Compact Training sessions as trainees and instructors when available.
2. Encourage member states to maintain an effective forest fire prevention program by exchanging ideas and information in fire prevention, working on and coordinating fire prevention in the Compact area, and developing and improving the fire prevention programs of the member states and the Compact.
3. Encourage member states to provide an effective forest fire training program by sharing information, sharing and exchange fire training resources and instructors, identify specific fire training needs, and developing a plan to implement priority needs.
4. Develop regional (state) and Compact forest fire plans, assist member states and the Compact in determining operational needs, and develop a work plan to meet the priority needs.

5. Conduct the necessary business to provide direction for Compact affairs through, two meetings annually, of the Board and at least one meeting of each of the committees.
6. Furnish the Forest Service any reports on Compact activities, accomplishments, or exercises which are of Area and /or National interest.
7. Work for which cooperative funding if desired will be presented annually in training plans, work plans and implementation schedules.

B. THE FOREST SERVICE SHALL:

1. Keep the Compact informed of Advance Fire Training Available at the Area or National level, provide a commensurate number of slots, and provide financial assistance to cover cost of the trainees and instructors designated to participate as a national interest activity.
2. Provide financial assistance to cover travel, per diem and, in some cases, salary costs of Compact personnel to implement the work plans and implementation schedules referred to in A.7.
3. Provide financial assistance as agreed to annually to cover travel, per diem, and related expenses of the Board and their committees in conducting the business of the Compact as a national interest activity.
4. Publish and distribute any reports that are determined to be in the national interest.

C. IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT:

1. This agreement is effective when accepted by both parties and will remain in effect until such party takes action to withdraw there from. Such action shall not be effective until sixty (60) days notice to the other in writing.
2. No member or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom, but, this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
3. Nothing herein shall be construed as obliging the parties to extend funds or involve them in any contract or other obligation for the future payment of moneys in excess of appropriations authorized by law and administratively allocated for this work.
4. Exhibits A and B are attached and made part of this agreement in these exhibits, "Contractor" means "Compact"; "Contracting Office" and "Contractor Agency" means "Forest Service".

BY:

Michael T. Rains
MICHAEL T. RAINS

TITLE:

AREA DIRECTOR

DATE:

9/25/89

BY:

Michael L. Willick
MICHAEL L. WILLICK

TITLE:

COMPACT CHAIRPERSON

DATE:

October 10/89

THE GREAT LAKES FOREST FIRE PROTECTION AGREEMENT

THIS AGREEMENT is entered into by and between the State and Provincial Forest Fire Protection Agencies signatory hereto, hereinafter referred to as "Members."

FOR AND IN CONSIDERATION OF the following terms and conditions, the contracting Members solemnly agree;

Article I

- 1.1 The purpose of this Agreement is to promote effective prevention, presuppression and control of forest fires in the Great Lakes Region of the United States and adjacent areas of Canada by the Members thus providing for mutual aid in prevention, presuppression and control of forest fires among the Members and for procedures that will facilitate such aid, and by the establishment of a Board to coordinate the services of the Members and perform such common services as they deem desirable.

Article II

- 2.1 This Agreement shall become effective for those Members ratifying it whenever any two or more of the Members, the States of Michigan, Minnesota and Wisconsin or the Province of Ontario, have ratified it.
- 2.2 Any State or Province not mentioned in this Article which is contiguous to any Member may become a party to this Agreement subject to unanimous approval of the Board of the Members.

Article III

- 3.1 Each Member joining in this Agreement shall appoint two representatives to a board hereby designated as the Great Lakes Forest Fire Protection Board. One shall be the senior forest fire supervisor or officer holding an equivalent position responsible for the forest fire control in the State or Province. The second representative shall be another employee of each forest fire protection organization. The State Forester or equivalent shall be an ex-officio Member. This Board shall be a body corporate with powers and duties set forth herein.

Article IV

- 4.1 It shall be the duty of the Board of Members to determine from time to time such methods, practices, circumstances and conditions as may be found for enhancing the prevention, presuppression and control of forest fires in the area comprising the Members' territory, to coordinate the plans and the work of the appropriate agencies of the Members and to coordinate the rendering of aid by the Members to each other in fighting forest fires.
- 4.2 The Board of Members shall develop cooperative program plans for the area covered by this Agreement.
- 4.3 The Board of Members agrees to consult with and advise the appropriate administrative agencies of the Members which are a party to this Agreement regarding problems with the prevention, presuppression and control of forest fires and recommend the adoption of such actions as deemed advisable.

4 The Board of Members shall have the power to recommend to the signatory Members any and all measures that will help in the prevention, presuppression and control of forest fires.

Article V

- 5.1 The Board of Members shall biennially elect from its Members a chairperson and vice chairperson. The Board shall appoint such officers or employees necessary to put the provisions of this Agreement into effect and shall fix and determine their duties and qualifications. The Board shall adopt such bylaws for the conduct of its business and may meet at any time or place but agree to meet at least once each calendar year.
- 5.2 A majority of the Board of Members shall constitute a quorum for the transaction of its general business. Motions of Members present shall be carried by a simple majority except as stated in Article II. No action of the Board imposing any obligation on any signatory Member shall be binding unless an official on the Board from such signatory Member State or Province has voted in favor thereof.

Article VI

- 6.1 Whenever a Member requests aid from any other Member in controlling or preventing forest fires, the Member agrees to render all possible aid to the requesting Member which is consonant with the maintenance of protection at home.

Article VII

- 7.1 Whenever the forces of any Member are aiding another Member under this Agreement, the employees of such Member shall operate under the direction of the officers of the Member to which they are rendering aid and be considered agents of the Member they are rendering aid to and, therefore, have the same privileges and immunities as comparable employees of the Member to which they are rendering aid.
- 7.2 No Member or its officers or employees rendering aid within another State or Province pursuant to this Agreement shall be 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 therewith to the extent authorized by the laws of the Member receiving the assistance. The receiving Member, to the extent authorized by the laws of the State or Province, agrees to indemnify and save-harmless the assisting Member from any such liability.
- 7.3 Any Member rendering outside aid pursuant to this Agreement shall be reimbursed by the Member receiving such aid for any loss or damage to, or expense incurred in the operation of any equipment and for the cost of all materials, transportation, wages, salaries and maintenance of personnel and equipment incurred in connection with such request in accordance with the provisions of the previous section. Nothing contained herein shall prevent any assisting Member from assuming such loss, damage, expense or other cost or from loaning such equipment or from donating such services to the receiving Member without charge or cost.
- 7.4 For purposes of this Agreement, personnel shall be considered employees of each sending Member for the payment of compensation to injured employees and death benefits to the representatives of deceased employees injured or killed while rendering aid to another Member pursuant to this Agreement.

- 5 The Board of Members shall formulate procedures for claims and reimbursement under the provisions of this Article.
- 7.6 Aid by a Member to an area subject to federal jurisdiction shall not be required under this Agreement.

Article VIII

- 8.1 When appropriations for the support of the Board or for the support of common services maintained by the Board are necessary, the Board of Members shall allocate the costs evenly among the Members.
- 8.2 The Board of Members shall keep accurate books of account, showing in full its receipts and disbursements, and the books of account shall be open at any reasonable time to the inspection of representatives of the Members.
- 8.3 On or before the first day of March of each year, the Board of Members shall submit to the Members a full and complete report of its activities for the preceding calendar year.

Article IX

- 9.1 The Board of Members may accept any and all donations, gifts, and grants of money, equipment, supplies, materials and services from the federal or any local government, or any agency thereof and from any person, firm or corporation, for any of its purposes and functions under this Agreement, and may receive and use the same subject to the terms, conditions, and regulations governing such donations, gifts and grants.

Article X

- 10.1 Nothing in this Agreement shall be construed to authorize or permit any Member to curtail or diminish its forest fire fighting forces, equipment, services or facilities and it shall be the duty and responsibility of each Member to maintain adequate forest fire fighting forces and equipment to meet normal or anticipated demands for forest fire protection within its borders.
- 10.2 Nothing in this Agreement shall be construed to limit or restrict the powers of any Member to provide for the prevention, control and extinguishment of forest fires or to prohibit the enactment or enforcement of State or Provincial laws, rules or regulations intended to aid in such prevention, control and extinguishment of forest fires in such State or Province.
- 10.3 Nothing in this Agreement shall be construed to affect any existing or future Cooperative Agreement between Members and their respective federal agencies.

Article XI

- 11.1 The Board of Members may request the United States Forest Service to act as a research and coordinating agency of the Great Lakes Forest Fire Protection Agreement in cooperation with the appropriate agencies for each Member.

Article XII

- 12.1 This Agreement shall continue in force and remain binding on each Member until such Member takes action to withdraw therefrom. Such action shall not be effective until sixty (60) days after notice thereof has been sent to all other Members.
- 12.2 In the event of termination of this Agreement, any property acquired as the result of this Agreement which is held jointly by the Members shall become the property of the Member where the property is located at the time of termination upon payment by that Member to the other Member of the fair market value of the other Member's ownership in the property. In the event the Member where the property is located does not desire to acquire sole ownership of the property, the property shall be disposed of as provided by the laws of the State or Province where the property is located and any proceeds shall be returned to the Members in proportion to their ownership in the property.
- 12.3 Should there be any surplus moneys at the time of termination, those moneys shall be returned to the Members in proportion to the contributions of the Members.

Article XIII

- 13.1 Nothing in this Agreement shall obligate the funds of any Member beyond those approved by appropriate legislative action.