

Calendar No. 471

105TH CONGRESS
2D SESSION**S. 1134**

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

IN THE SENATE OF THE UNITED STATES

JULY 31, 1997

Mrs. MURRAY (for herself, Mr. CRAIG, Mr. WYDEN, Mr. BAUCUS, Mr. MURKOWSKI, Mr. SMITH of Oregon, Mr. BURNS, Mr. GORTON, and Mr. KEMPTHORNE) introduced the following bill; which was read twice and referred to the Committee on the Judiciary

JULY 16, 1998

Reported by Mr. HATCH, without amendment

A BILL

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

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. CONSENT OF CONGRESS.**

4 (a) IN GENERAL.—The consent and approval of Con-
5 gress is given to an interstate forest fire protection com-
6 pact, as set out in subsection (b).

1 (b) COMPACT.—The compact reads substantially as
2 follows:

3 **“THE NORTHWEST WILDLAND**
4 **FIRE PROTECTION AGREEMENT**

5 “THIS AGREEMENT is entered into by and be-
6 tween the State, Provincial, and Territorial wildland fire
7 protection agencies signatory hereto, hereinafter referred
8 to as “Members”.

9 “FOR AND IN CONSIDERATION OF the follow-
10 ing terms and conditions, the Members agree:

11 **“Article I**

12 “1.1 The purpose of this Agreement is to pro-
13 mote effective prevention, presuppression and control of
14 forest fires in the Northwest wildland region of the United
15 States and adjacent areas of Canada (by the Members)
16 by providing mutual aid in prevention, presuppression and
17 control of wildland fires, and by establishing procedures
18 in operating plans that will facilitate such aid.

19 **“Article II**

20 “2.1 The agreement shall become effective for
21 those Members ratifying it whenever any two or more
22 Members, the States of Oregon, Washington, Alaska,
23 Idaho, Montana, or the Yukon Territory, or the Province
24 of British Columbia, or the Province of Alberta have rati-
25 fied it.

1 “2.2 Any State, Province, or Territory not men-
2 tioned in this Article which is contiguous to any Member
3 may become a party to this Agreement subject to unani-
4 mous approval of the Members.

5 **“Article III**

6 “3.1 The role of the Members is to determine
7 from time to time such methods, practices, circumstances
8 and conditions as may be found for enhancing the preven-
9 tion, presuppression, and control of forest fires in the area
10 comprising the Member’s territory; to coordinate the plans
11 and the work of the appropriate agencies of the Members;
12 and to coordinate the rendering of aid by the Members
13 to each other in fighting wildland fires.

14 “3.2 The Members may develop cooperative oper-
15 ating plans for the programs covered by this Agreement.
16 Operating plans shall include definition of terms, fiscal
17 procedures, personnel contacts, resources available, and
18 standards applicable to the program. Other sections may
19 be added as necessary.

20 **“Article IV**

21 “4.1 A majority of Members shall constitute a
22 quorum for the transaction of its general business. Mo-
23 tions of Members present shall be carried by a simple ma-
24 jority except as stated in Article II. Each Member will
25 have one vote on motions brought before them.

1 **“Article V**

2 “5.1 Whenever a Member requests aid from any
3 other Member in controlling or preventing wildland fires,
4 the Members agree, to the extent they possibly can, to
5 render all possible aid.

6 **“Article VI**

7 “6.1 Whenever the forces of any Member are aid-
8 ing another Member under this Agreement, the employees
9 of such Member shall operate under the direction of the
10 officers of the Member to which they are rendering aid
11 and be considered agents of the Member they are render-
12 ing aid to and, therefore, have the same privileges and
13 immunities as comparable employees of the Member to
14 which the are rendering aid.

15 “6.2 No Member or its officers or employees ren-
16 dering aid within another State, Territory, or Province,
17 pursuant to this Agreement shall be liable on account of
18 any act or omission on the part of such forces while so
19 engaged, or on account of the maintenance or use of any
20 equipment or supplies in connection therewith to the ex-
21 tent authorized by the laws of the Member receiving the
22 assistance. The receiving Member, to the extent authorized
23 by the laws of the State, Territory, or Province, agrees
24 to indemnify and save-harmless the assisting Member
25 from any such liability.

1 “6.3 Any Member rendering outside aid pursuant
2 to this Agreement shall be reimbursed by the Member re-
3 ceiving such aid for any loss or damage to, or expense
4 incurred in the operation of any equipment and for the
5 cost of all materials, transportation, wages, salaries and
6 maintenance of personnel and equipment incurred in con-
7 nection with such request in accordance with the provi-
8 sions of the previous section. Nothing contained herein
9 shall prevent any assisting Member from assuming such
10 loss, damage, expense or other cost or from loaning such
11 equipment or from donating such services to the receiving
12 Member without charge or cost.

13 “6.4 For purposes of the Agreement, personnel
14 shall be considered employees of each sending Member for
15 the payment of compensation to injured employees and
16 death benefits to the representatives of deceased employ-
17 ees injured or killed while rendering aid to another Mem-
18 ber pursuant to this Agreement.

19 “6.5 The Members shall formulate procedures for
20 claims and reimbursement under the provisions of this Ar-
21 ticle.

22 **“Article VII**

23 “7.1 When appropriations for support of this
24 agreement, or for the support of common services in exe-

1 cutting this agreement, are needed, costs will be allocated
2 equally among the Members.

3 “7.2 As necessary, Members shall keep accurate
4 books of account, showing in full, its receipts and dis-
5 bursements, and the books of account shall be open at any
6 reasonable time to the inspection of representatives of the
7 Members.

8 “7.3 The Members may accept any and all dona-
9 tions, gifts, and grants of money, equipment, supplies, ma-
10 terials and services from the Federal or any local govern-
11 ment, or any agency thereof and from any person, firm
12 or corporation, for any of its purposes and functions under
13 this Agreement, and may receive and use the same subject
14 to the terms, conditions, and regulations governing such
15 donations, gifts, and grants.

16 **“Article VIII**

17 “8.1 Nothing in this Agreement shall be con-
18 strued to limit or restrict the powers of any Member to
19 provide for the prevention, control, and extinguishment of
20 wildland fires or to prohibit the enactment of enforcement
21 of State, Territorial, or Provincial laws, rules or regula-
22 tions intended to aid in such prevention, control and extin-
23 guishment of wildland fires in such State, Territory, or
24 Province.

1 “8.2 Nothing in this Agreement shall be con-
2 strued to affect any existing or future Cooperative Agree-
3 ment between Members and/or their respective Federal
4 agencies.

5 **“Article IX**

6 “9.1 The Members may request the United
7 States Forest Service to act as the coordinating agency
8 of the Northwest Wildland Fire Protection Agreement in
9 cooperation with the appropriate agencies for each Mem-
10 ber.

11 “9.2 The Members will hold an annual meeting
12 to review the terms of this Agreement, any applicable Op-
13 erating Plans, and make necessary modifications.

14 “9.3 Amendments to this Agreement can be
15 made by simple majority vote of the Members and will
16 take effect immediately upon passage.

17 **“Article X**

18 “10.1 This Agreement shall continue in force on
19 each Member until such Member takes action to withdraw
20 therefrom. Such action shall not be effective until 60 days
21 after notice thereof has been sent to all other Members.

22 **“Article XI**

23 “11.1 Nothing is this Agreement shall obligate
24 the funds of any Member beyond those approved by appro-
25 priate legislative action.”.

1 **SEC. 2. OTHER STATES.**

2 Without further submission of the compact, the con-
3 sent of Congress is given to any State to become a party
4 to it in accordance with its terms.

5 **SEC. 3. RIGHTS RESERVED.**

6 The right to alter, amend, or repeal this Act is ex-
7 pressly reserved.

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