

GREAT PLAINS INTERSTATE FIRE COMPACT

COMPACT USER GUIDE

2019

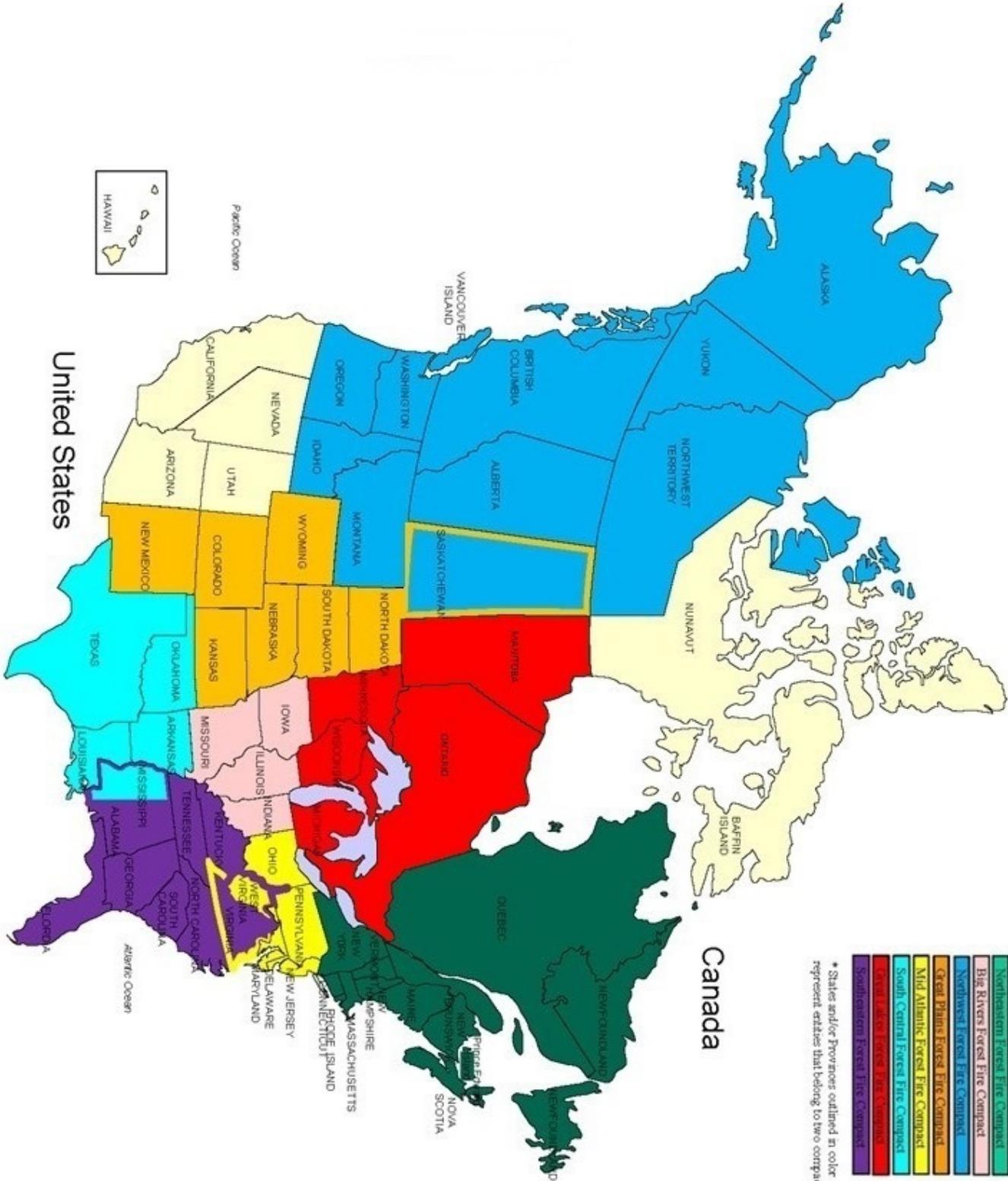


**Colorado, Kansas, Nebraska, New Mexico, North Dakota,
Saskatchewan, South Dakota, Wyoming**

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National Compact Map



- Northeastern Forest Fire Compact
 - Big Rivers Forest Fire Compact
 - Northwest Forest Fire Compact
 - Great Plains Forest Fire Compact
 - Mid Atlantic Forest Fire Compact
 - South Central Forest Fire Compact
 - Great Lakes Forest Fire Compact
 - Southeastern Forest Fire Compact
- * States and/or Provinces outlined in color represent entities that belong to two compacts.

Compact Request Processes

I. Intra-Compact Requests

To request aid from within the Great Plains, member states may utilize the form below in the link below. The form details the nature of your resource request (suppression, fuels work, etc.) and once submitted, will notify all compact members via email that a request has been logged.

These requests will be filled on a first-come first-serve basis.

Additionally, the Vice Chair may utilize this form to keep record of all Compact dispatches, regardless of type, for the compilation of an annual report to be distributed at the first compact meeting of the year.

The Link for the Request form is:

https://docs.google.com/forms/d/1kxHbi25sxCbgOOora2d7tJhdFZ_9oGik1rLtgGgJro/viewform

II. Inter-Compact Requests

Unlike resource requests from within the Great Plains, Inter-Compact Requests will follow a process to reduce confusion. The process is outlined below:

- All Great Plains members are linked to an automated email forwarding list from gpifc@gmail.com.
- When an Inter-Compact requests is made from the AFFC website, www.affcompacts.org, it will send this request to gpifc@gmail.com. This will automatically send the request to all GPIFC members.
- The first state to respond in a ***REPLY ALL*** email message that they are able to fill this request will be the ones to fill the order.
- The Chair will then notify the requesting compact that the Great Plains will fill the order.
- In the absence of the compact Chair, all requests will flow through the compact Vice Chair. If the compact Vice Chair cannot be reached, all communications regarding requests will flow to the in-coming compact Chair.

Compact Succession

Chair	
State	Year
South Dakota	2018-2020
Colorado	2020-2022
New Mexico	2022-2024
Saskatchewan	2024-2026
Nebraska	2026-2028
Kansas	2028-2030
Wyoming	2030-2032
North Dakota	2032-2034

Secretary	
State	Year
Saskatchewan	2019-2021
Nebraska	2021-2023
Kansas	2023-2025
Wyoming	2025-2027
North Dakota	2027-2029
South Dakota	2029-2031
Colorado	2031-2033
New Mexico	2033-2035

The chart above catalogues the rotational order for Compact leadership. The rotation is based on a system that will allow the Chair and Vice Chair-positions to rotate independently of one another.

This allows states to serve in an official capacity within the compact without committing to four years of consecutive service where the two-year Vice Chair will not graduate to a two-year chair position.

Hosting Agency	
Nebraska	2020
Colorado	2021
North Dakota	2022
South Dakota	2023
Wyoming	2024
New Mexico	2025
Saskatchewan	2026
Kansas	2027

Glossary

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

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.

Letter of Authorization – A document that gives an agency the authority to act on another agency's behalf. The letter may determine a specific action, specified amount, or to delegate an agency's duties and powers.

*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 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 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

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 fire fighting 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.

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.'

Speaker of the House of Representatives. Vice

President of the United States and President of the

Senate.

North Dakota Authority

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 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.

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.

South Dakota Authority

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.

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.

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.

Wyoming Authority

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.

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.

(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.

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.

Colorado Authority

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.

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.

(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.

New Mexico Authority

SENATE BILL 128

52ND LEGISLATURE - STATE OF NEW MEXICO - SECOND SESSION, 2016

INTRODUCED BY

Benny Shendo, Jr.

AN ACT

RELATING TO TIMBER; ENACTING THE INTERSTATE COMPACT FOR THE PREVENTION AND CONTROL OF FOREST FIRES; DECLARING AN EMERGENCY.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

SECTION 1. [NEW MATERIAL] INTERSTATE COMPACT FOR THE PREVENTION AND CONTROL OF FOREST FIRES.--The Interstate Compact for the Prevention and Control of Forest Fires is enacted into law, and New Mexico hereby enters into the compact as a member state with all other jurisdictions legally joining therein in the 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 state.

ARTICLE II

Operative Date

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

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.

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

Claims and Reimbursement

(a) 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.

(b) 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.

(c) 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.

(d) 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.

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 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.

SECTION 2. EMERGENCY.--It is necessary for the public peace, health and safety that this act take effect immediately.

Nebraska Authority

LEGISLATURE OF NEBRASKA ONE HUNDRED THIRD LEGISLATURE SECOND SESSION LEGISLATIVE BILL 961 Final Reading Introduced by Cook, 13; Mello, 5. Read first time January 16, 2014 Committee: Business and Labor A BILL 1 FOR AN ACT relating to law; to amend sections 44-2825, 45-1201, 2 45-1202, 45-1203, 45-1204, 45-1205, 48-126.01, 48-139, 3 and 48-601, Reissue Revised Statutes of Nebraska; to 4 provide for a compact regarding prevention and control of 5 forest fires; to require workers' compensation coverage 6 for volunteer firefighters as prescribed; to change the 7 maximum amount recoverable under the Nebraska Hospital- 8 Medical Liability Act; to change provisions of the 9 Nebraska Construction Prompt Pay Act; to change workers' 10 compensation provisions for certain public safety 11 personnel and release provisions for lump-sum 12 settlements; to adopt the short-time compensation program 13 under the Employment Security Law; to appropriate funds; 14 to provide operative dates; and to repeal the original sections.15 16 Be it enacted by the people of the State of Nebraska, LB 961 LB 961 -1- 1 Section 1. The Governor of Nebraska may execute a compact 2 on behalf of the state with any one or more states who may, by their 3 legislative bodies, authorize a compact, in form substantially as follows:4 ARTICLE I5 6 The purpose of this compact is to promote effective 7 prevention and control of forest fires in the great plains region of 8 the United States by the maintenance of adequate forest fire fighting 9 services by the member states, and by providing for reciprocal aid in 10 fighting forest fires among the compacting states of the region, 11 including South Dakota, North Dakota, Wyoming, Colorado, and any adjoining state of a current member state.12 ARTICLE II13 14 This compact is operative immediately as to those states 15 ratifying it if any two or more of the member states have ratified it.16 ARTICLE III17 18 In each state, the state forester or officer holding the 19 equivalent position who is responsible for forest fire control may 20 act as compact administrator for that state and may consult with like 21 officials of the other member states and may implement cooperation 22 between the states in forest fire prevention and control. The compact 23 administrators of the member states may organize to coordinate the 24 services of the member states and provide administrative integration 25 in carrying out the purposes of this compact. Each member state may LB 961 LB 961 -2- 1 formulate and put in effect a forest fire plan for that state. ARTICLE IV2 3 If the state forest fire control agency of a member state 4 requests aid from the state forest fire control agency of any other 5 member state in combating, controlling, or preventing forest fires, 6 the state forest fire control agency of that state may render all 7 possible aid to the requesting agency, consonant with the maintenance of protection at home.8 ARTICLE V9 10 If the forces of any member state are rendering outside 11 aid pursuant to the request of another member state under this 12 compact, the employees of the state shall, under the direction of the 13 officers of the state to which they are rendering aid, have the same 14 powers (except the power of arrest), duties, rights, privileges, and 15 immunities as comparable employees of the state to which they are rendering aid.16 17 No member state which provides outside aid pursuant to 18 this compact shall be liable in any civil action to respond in 19 damages as a result of acts or omissions arising out of and in the 20 course of rendering outside aid, but such immunity from liability 21 shall not extend to the operation of any motor vehicle in connection 22 with such services. Nothing in this paragraph shall be deemed to 23 grant any such immunity to any person causing damage by his or her gross negligence or willful or wanton conduct.24 25 All liability,

except as otherwise provided in this LB 961 LB 961 -3- 1 compact, that may arise either under the laws of the requesting state 2 or under the laws of the aiding state or under the laws of a third 3 state on account of or in connection with a request for aid, shall be assumed and borne by the requesting state.4 5 Any member state rendering outside aid pursuant to this 6 compact shall be reimbursed by the member state receiving the aid for 7 any loss or damage to, or expense incurred in the operation of any 8 equipment answering a request for aid, and for the cost of all 9 materials, transportation, wages, salaries, and maintenance of 10 employees and equipment incurred in connection with such request. 11 However, nothing in this compact prevents any assisting member state 12 from assuming such loss, damage, expense, or other cost or from 13 loaning such equipment or from donating such services to the receiving member state without charge or cost.14 15 Each member state shall assure that workers' compensation 16 benefits in conformity with the minimum legal requirements of the 17 state are available to all employees and contract firefighters sent to a requesting state pursuant to this compact.18 19 For the purposes of this compact, the term employee 20 includes any volunteer or auxiliary legally included within the 21 forest fire fighting forces of the aiding state under the laws of the aiding state.22 23 The compact administrators may formulate procedures for 24 claims and reimbursement under the provisions of this article, in accordance with the laws of the member states.25 LB 961 LB 961 -4- ARTICLE VII 2 Ratification of this compact does not affect any existing 3 statute so as to authorize or permit curtailment or diminution of the 4 forest fire fighting forces, equipment, services, or facilities of any member state.5 6 Nothing in the compact authorizes or permits any member 7 state to curtail or diminish its forest fire fighting forces, 8 equipment, services, or facilities. Each member state shall maintain 9 adequate forest fire fighting forces and equipment to meet demands 10 for forest fire protection within its borders in the same manner and 11 to the same extent as if this compact were not operative. 12 Nothing in this compact limits or restricts the powers of 13 any state ratifying the compact to provide for the prevention, 14 control, and extinguishment of forest fires, or to prohibit the 15 enactment or enforcement of state laws, rules, or regulations 16 intended to aid in the prevention, control, and extinguishment in the state.17 18 Nothing in this compact affects any existing or future 19 cooperative relationship or arrangement between the United States Forest Service and a member state or states.20 ARTICLE VII21 22 Representatives of the United States Forest Service may attend meetings of the compact administrators.23 ARTICLE VIII24 25 The provisions of articles IV and V of this compact that LB 961 LB 961 -5- 1 relate to reciprocal aid in combating, controlling, or preventing 2 forest fires are operative as between any state party to this compact 3 and any other state which is party to this compact and any other 4 state that is party to a regional forest fire protection compact in 5 another region if the Legislature of the other state has given its 6 assent to the mutual aid provisions of this compact. ARTICLE IX7 8 This compact shall continue in force and remain binding 9 on each state ratifying it until the Legislature or the Governor of 10 the state takes action to withdraw from the compact. Such action is 11 not effective until six months after notice of the withdrawal has 12 been sent by the chief executive of the state desiring to withdraw to 13 the chief executives of all states then parties to the compact. 14 Sec. 2. No Nebraska volunteer firefighter shall be 15 dispatched on behalf of this state pursuant to the compact set forth 16 in section 1 of this act outside the boundaries of Nebraska unless 17 such volunteer firefighter files with the Nebraska compact 18 administrator a valid certificate of insurance covering him or her 19 for workers' compensation benefits pursuant to the Nebraska Workers' 20 Compensation Act outside the boundaries of Nebraska. 21 Sec. 3. Section 44-2825, Reissue Revised Statutes of Nebraska, is amended to read:22 23 44-2825 (1)

The total amount recoverable under the 24 Nebraska Hospital-Medical Liability Act from any and all health care 25 providers and the Excess Liability Fund for any occurrence resulting LB 961 LB 961 -6- 1 in any injury or death of a patient may not exceed (a) five hundred 2 thousand dollars for any occurrence on or before December 31, 1984, 3 (b) one million dollars for any occurrence after December 31, 1984, 4 and on or before December 31, 1992, (c) one million two hundred fifty 5 thousand dollars for any occurrence after December 31, 1992, and on 6 or before December 31, 2003, and (d) one million seven hundred fifty 7 thousand dollars for any occurrence after December 31, 2003, and on 8 or before December 31, 2014, and (e) two million two hundred fifty 9 thousand dollars for any occurrence after December 31, 2014. 10 (2) A health care provider qualified under the act shall 11 not be liable to any patient or his or her representative who is 12 covered by the act for an amount in excess of five hundred thousand 13 dollars for all claims or causes of action arising from any 14 occurrence during the period that the act is effective with reference to such patient.15 16 (3) Subject to the overall limits from all sources as 17 provided in subsection (1) of this section, any amount due from a 18 judgment or settlement which is in excess of the total liability of 19 all liable health care providers shall be paid from the Excess 20 Liability Fund pursuant to sections 44-2831 to 44-2833. 21 Sec. 4. Section 45-1201, Reissue Revised Statutes of Nebraska, is amended to read:22 23 45-1201 Sections 45-1201 to 45-1210 and section 8 of this 24 act shall be known and may be cited as the Nebraska Construction Prompt Pay Act.25 LB 961 LB 961 -7- 1 Sec. 5. Section 45-1202, Reissue Revised Statutes of Nebraska, is amended to read:2 3 45-1202 For purposes of the Nebraska Construction Prompt Pay Act:4 5 (1) Contractor includes individuals, firms, partnerships, 6 limited liability companies, corporations, or other associations of 7 persons engaged in the business of the construction, alteration, 8 repairing, dismantling, or demolition of buildings, roads, bridges, 9 viaducts, sewers, water and gas mains, streets, disposal plants, 10 water filters, tanks and towers, airports, dams, levees and canals, 11 water wells, pipelines, transmission and power lines, and every other 12 type of structure, project, development, or improvement coming within 13 the definition of real property and personal property, including such 14 construction, repairing, or alteration of such property to be held 15 either for sale or rental. Contractor also includes any subcontractor 16 engaged in the business of such activities and any person who is 17 providing or arranging for labor for such activities, either as an 18 employee or as an independent contractor, for any contractor or 19 person. Contractor does not include an individual or an entity 20 performing work on a contract for the State of Nebraska or performing 21 work on a federal-aid or state-aid project of a political subdivision 22 in which the state makes payments to the contractor on behalf of the political subdivision;23 24 (2) Owner means a person (a) who has an interest in any 25 real property improved, (b) for whom an improvement is made, or (c) LB 961 LB 961 -8- 1 who contracted for an improvement to be made. Owner includes a 2 person, an entity, or any political subdivision of this state. Owner does not include the State of Nebraska;3 4 (3) Owner's representative means an architect, an 5 engineer, or a construction manager in charge of a project for the 6 owner or such other contract representative or officer as designated 7 in the contract document as the party representing the owner's 8 interest regarding administration and oversight of the project; 9 (4) Real property means real estate that is improved, 10 including private and public land, and leaseholds, tenements, and improvements placed on the real property;11 12 (5) Receipt means actual receipt of cash or funds by the contractor or subcontractor; and13 14 (6) Subcontractor means a person or an entity that has 15 contracted to furnish labor or materials to, or performed labor or 16 supplied materials for, a contractor or another subcontractor in 17 connection with a contract to

improve real property. Subcontractor 18 includes materialmen and suppliers. Subcontractor does not include an 19 individual or an entity performing work as a subcontractor on a 20 contract for the State of Nebraska or performing work on a federal- 21 aid or state-aid project of a political subdivision in which the 22 state makes payments to the contractor on behalf of the political subdivision; and .23 24 (7) Substantially complete means the stage of a 25 construction project when the project, or a designated portion LB 961 LB 961 -9- 1 thereof, is sufficiently complete in accordance with the contract so 2 that the owner can occupy or utilize the project for its intended use.3 4 Sec. 6. Section 45-1203, Reissue Revised Statutes of Nebraska, is amended to read:5 6 45-1203 (1) When a contractor has performed work in 7 accordance with the provisions of a contract with an owner, the owner 8 shall pay the contractor within thirty days after receipt by the 9 owner or the owner's representative of a payment request made pursuant to the contract.10 11 (2) When a subcontractor has performed work in accordance 12 with the provisions of a subcontract and all conditions precedent to 13 payment contained in the subcontract have been satisfied, the 14 contractor shall pay the subcontractor and the subcontractor shall 15 pay his, her, or its subcontractor, within ten days after receipt by 16 the contractor or subcontractor of each periodic or final payment, 17 the full amount received for the subcontractor's work and materials 18 based on work completed or service provided under the subcontract for 19 which the subcontractor has properly requested payment, if the 20 subcontractor provides or has provided satisfactory and reasonable 21 assurances of continued performance and financial responsibility to complete the work.22 23 (3) The owner or the owner's representative shall release 24 and pay all retainage for work completed in accordance with the 25 provisions of the contract within forty-five days after the project, LB 961 LB 961 - 10- 1 or a designated portion thereof, is substantially complete. When a 2 subcontractor has performed work in accordance with the provisions of 3 a subcontract and all conditions precedent to payment contained in 4 the subcontract have been satisfied, the contractor shall pay all 5 retainage due such subcontractor within ten days after receipt of the retainage.6 7 Sec. 7. Section 45-1204, Reissue Revised Statutes of Nebraska, is amended to read:8 9 45-1204 When work has been performed pursuant to a 10 contract, a party an owner, a contractor, or a subcontractor may only withhold payment:11 12 (1) For retainage, in an amount not to exceed the amount 13 specified in the contract, if applicable, until the work is substantially complete;14 15 (1) For retainage, in an amount not to exceed the amount 16 specified in the applicable contract, which shall not exceed a rate 17 of ten percent. If the scope of work for the contractor or 18 subcontractor from which retainage is withheld is fifty percent 19 complete and if the contractor or subcontractor has performed work in 20 accordance with the provisions in the applicable contract, no more 21 than five percent of any additional progress payment may be withheld 22 as retainage if the contractor or subcontractor provides or has 23 provided satisfactory and reasonable assurances of continued 24 performance and financial responsibility to complete the work; 25 (2) Of a reasonable amount, to the extent that such LB 961 LB 961 -11- 1 withholding is allowed in the contract, for any of the following reasons:2 3 (a) Reasonable evidence showing that the contractual 4 completion date will not be met due to unsatisfactory job progress; 5 (b) Third-party claims filed or reasonable evidence that 6 such a claim will be filed with respect to work under the contract; or7 8 (c) Failure of the contractor to make timely payments for labor, equipment, subcontractors, or materials; or9 10 (3) After substantial completion, in an amount not to 11 exceed one hundred twenty-five percent of the estimated cost to complete the work remaining on the contract.12 13 Sec. 8. Any individual, partnership, firm, limited 14 liability company, corporation, or company may bring an action to 15 recover any

damages caused to such person or entity by a violation of 16 the Nebraska Construction Prompt Pay Act. In addition to an award of 17 damages, the court may award a plaintiff reasonable attorney's fees and costs as the court determines is appropriate.18 19 Sec. 9. Section 45-1205, Reissue Revised Statutes of Nebraska, is amended to read:20 21 45-1205 Except as provided in section 45-1204, if a 22 periodic or final payment to (1) a contractor is delayed by more than 23 thirty days after receipt of a properly submitted periodic or final 24 payment request by the owner or owner's representative or (2) a 25 subcontractor is delayed by more than ten days after receipt of a LB 961 LB 961 -12- 1 periodic or final payment by the contractor or subcontractor, then 2 the remitting party owner, contractor, or subcontractor shall pay the 3 contractor or subcontractor interest due until such amount is paid, 4 beginning on the day following the payment due date at the rate of 5 one percent per month or a pro rata fraction thereof on the unpaid 6 balance. Interest is due under this section only after the person 7 charged the interest has been notified of the provisions of this 8 section by the contractor or subcontractor.

Acceptance of progress 9 payments or a final payment shall release all claims for interest on such payments.10 11 Sec. 10. Section 48-126.01, Reissue Revised Statutes of Nebraska, is amended to read:12 13 48-126.01 (1)(a) In determining the compensation to be 14 paid any member of the military forces of this state, any member of a 15 law enforcement reserve force, any member of a volunteer fire 16 department in any rural or suburban fire protection district, city, 17 village, or nonprofit corporation, or any member of the Nebraska 18 Emergency Management Agency, any city, village, county, or 19 interjurisdictional emergency management organization, or any state 20 emergency response team, or any member of a volunteer emergency 21 medical service, which military forces, law enforcement reserve 22 force, fire department, or emergency management agency, organization, 23 or team, or volunteer emergency medical service is organized under 24 the laws of the State of Nebraska, or any person fulfilling 25 conditions of probation, or community service as defined in section LB 961 LB 961 -13- 1 29-2277, pursuant to any order of any court of this state who shall 2 be working for a governmental body, or agency as defined in section 3 29-2277, pursuant to any condition of probation, or community service 4 as defined in section 29-2277, for injuries resulting in disability 5 or death received in the performance of his or her duties as a member 6 of such military forces, reserve force, department, agency, 7 organization, or team, or service, or pursuant to an order of any 8 court, the wages of such a member or person shall be taken to be 9 those received by him or her from his or her regular employer, and he 10 or she shall receive such proportion thereof as he or she is entitled to under the provisions of section 48-121.11 12 (b) If such a member or person under subdivision (1)(a) 13 of this section is not regularly employed by some other person, for 14 the purpose of such determination, it shall be deemed and assumed 15 that he or she is receiving income from his or her business or from 16 other employment equivalent to wages in an amount one and one-half 17 times the maximum compensation rate for total disability. weekly income benefit specified in section 48-121.01.18 19 (c) If the wages received for the performance of duties 20 as a member of such military forces, reserve force, department, 21 agency, organization, or team, or service exceed the wages received 22 from a regular employer, such member shall be entitled to a rate of 23 compensation based upon wages received as a member of such military 24 forces, reserve force, department, agency, organization, or team. , or service.25 LB 961 LB 961 -14- 1 (2) In determining the compensation rate to be paid any 2 member of a volunteer fire department in any rural or suburban fire 3 protection district, city, village, or nonprofit corporation or any 4 member of a volunteer emergency medical service, which fire 5 department or emergency medical service is organized under the laws 6 of the State

of Nebraska, for injuries resulting in disability or death received in the performance of his or her duties as a member of such fire department or emergency medical service, it shall be deemed and assumed that his or her wages are in an amount one and one-half times the maximum weekly income benefit specified in section 48-121.01 or the wages received by such member from his or her regular employment, whichever is greater. Any member of such volunteer fire department or volunteer emergency medical service shall not lose his or her volunteer status under the Nebraska Workers' Compensation Act if such volunteer receives reimbursement for expenses, reasonable benefits, or a nominal fee, a nominal per call fee, a nominal per shift fee, or combination thereof. It shall be conclusively presumed that a fee is nominal if the fee does not exceed twenty percent of the amount that otherwise would be required to hire a permanent employee for the same services. Sec. 11. Section 48-139, Reissue Revised Statutes of Nebraska, is amended to read:

48-139 (1)(a) Whenever an injured employee or his or her dependents and the employer agree that the amounts of compensation due as periodic payments for death, permanent disability, or claimed permanent disability under the Nebraska Workers' Compensation Act shall be commuted to one or more lump-sum payments, such settlement shall be submitted to the Nebraska Workers' Compensation Court for approval as provided in subsection (2) of this section if:

(i) The employee is not represented by counsel;

(ii) The employee, at the time the settlement is executed, is eligible for medicare, is a medicare beneficiary, or has a reasonable expectation of becoming eligible for medicare within thirty months after the date the settlement is executed;

(iii) Medical, surgical, or hospital expenses incurred for treatment of the injury have been paid by medicaid and medicaid will not be reimbursed as part of the settlement;

(iv) Medical, surgical, or hospital expenses incurred for treatment of the injury will not be fully paid as part of the settlement; or

(v) The settlement seeks to commute amounts of compensation due to dependents of the employee.

(b) If such lump-sum settlement is not required to be submitted for approval by the compensation court, a release shall be filed with the compensation court as provided in subsection (3) of this section. Nothing in this section shall be construed to increase the compensation court's duties or authority with respect to the approval of lump-sum settlements under the act.

(2)(a) An application for an order approving a lump-sum settlement, signed and verified by both parties, shall be filed with the clerk of the compensation court and shall be entitled the same as an action by such employee or dependents against such employer. The application shall contain a concise statement of the terms of the settlement or agreement sought to be approved with a brief statement of the facts concerning the injury, the nature thereof, the wages received by the injured employee prior thereto, the nature of the employment, and such other matters as may be required by the compensation court. The application may provide for payment of future medical, surgical, or hospital expenses incurred by the employee. The compensation court may hold a hearing on the application at a time and place selected by the compensation court, and proof may be adduced and witnesses subpoenaed and examined the same as in an action in equity.

(b) If the compensation court finds such lump-sum settlement is made in conformity with the compensation schedule and for the best interests of the employee or his or her dependents under all the circumstances, the compensation court shall make an order approving the same. If such settlement is not approved, the compensation court may dismiss the application at the cost of the employer or continue the hearing, in the discretion of the compensation court.

(c) Every such lump-sum settlement approved by order of the compensation court shall be final and conclusive unless procured

by fraud. Upon paying the amount approved by the compensation court, 25 the employer (i) shall be discharged from further liability on LB 961 LB 961 -17- 1 account of the injury or death, other than liability for the payment 2 of future medical, surgical, or hospital expenses if such liability 3 is approved by the compensation court on the application of the 4 parties, and (ii) shall be entitled to a duly executed release. Upon 5 filing the release, the liability of the employer under any 6 agreement, award, finding, or decree shall be discharged of record. 7 (3) If such lump-sum settlement is not required to be 8 submitted for approval by the compensation court, a release shall be 9 filed with the compensation court in accordance with this subsection 10 that is signed and verified by the employee and the employee's 11 attorney. Such release shall be a full and complete discharge from 12 further liability for the employer on account of the injury, 13 including future medical, surgical, or hospital expenses, unless such 14 expenses are specifically excluded from the release. The release 15 shall be made on a form approved by the compensation court and shall 16 contain a statement signed and verified by the employee that: 17

(a) The employee understands and waives all rights under 18 the Nebraska Workers' Compensation Act, including, but not limited to: 19 20 (i) The right to receive weekly disability benefits, both temporary and permanent; 21 22 (ii) The right to receive vocational rehabilitation services; 23 24 (iii) The right to receive future medical, surgical, and 25 hospital services as provided in section 48-120, unless such services LB 961 LB 961 -18- are specifically excluded from the release; and 1 2 (iv) The right to ask a judge of the compensation court to decide the parties' rights and obligations; 3 4 (b) The employee is not eligible for medicare, is not a 5 current medicare beneficiary, and does not have a reasonable 6 expectation of becoming eligible for medicare within thirty months after the date the settlement is executed; 7 8 (c) There are no medical, surgical, or hospital expenses 9 incurred for treatment of the injury which have been paid by medicaid 10 and not reimbursed to medicaid by the employer as part of the settlement; and 11 12 (d) There are no medical, surgical, or hospital expenses 13 incurred for treatment of the injury that will remain unpaid after the settlement. 14 15 (4) A release filed with the compensation court in 16 accordance with subsection (3) of this section shall be final and 17 conclusive as to all rights waived in the release unless procured by 18 fraud. Amounts to be paid by the employer to the employee pursuant to 19 such release shall be paid within thirty days of filing the release 20 with the compensation court. Fifty percent shall be added for 21 payments owed to the employee if made after thirty days after the 22 date the release is filed with the compensation court. Upon making 23 payment owed by the employer as set forth in the release, such 24 release shall be a full and complete discharge from further liability 25 for the employer on account of the injury, including future medical, LB 961 LB 961 -19- 1 surgical, or hospital expenses, unless such expenses are specifically 2 excluded from the release, and the court shall enter an order of 3 dismissal with prejudice as to all rights waived in the release. 4 (4) (5) The fees of the clerk of the compensation court 5 for filing, docketing, and indexing an application for an order 6 approving a lump-sum settlement or filing a release as provided in 7 this section shall be fifteen dollars. The fees shall be remitted by 8 the clerk to the State Treasurer for credit to the Compensation Court Cash Fund. 9 10 Sec. 12. Section 48-601, Reissue Revised Statutes of Nebraska, is amended to read: 11 12 48-601 Sections 48-601 to 48-671 and sections 13 to 24 of 13 this act shall be known and may be cited as the Employment Security Law. 14 15 Sec. 13. Sections 13 to 24 of this act create the shorttime compensation program. 16 17 Sec. 14. For purposes of sections 13 to 24 of this act: 18 (1) Affected unit means a specified plant, department, 19 shift, or other definable unit which includes three or more employees 20 to which an approved short-time compensation plan applies; 21 (2) Commissioner means the

Commissioner of Labor or any 22 delegate or subordinate responsible for approving applications for participation in a short-time compensation plan; 23 24 (3) Health and retirement benefits means employer- 25 provided health benefits and retirement benefits under a defined LB 961 LB 961 -20- 1 benefit plan, as defined in section 414(j) of the Internal Revenue 2 Code, or contributions under a defined contribution plan, as defined 3 in section 414(i) of the Internal Revenue Code, which are incidents 4 of employment in addition to the cash remuneration earned; 5 (4) Short-time compensation means the unemployment 6 benefits payable to employees in an affected unit under an approved 7 short-time compensation plan, as distinguished from the unemployment 8 benefits otherwise payable under the Employment Security Law; 9 (5) Short-time compensation plan means a plan submitted 10 by an employer, for written approval by the commissioner, under which 11 the employer requests the payment of short-time compensation to 12 workers in an affected unit of the employer to avert layoffs; 13 (6) Unemployment compensation means the unemployment 14 benefits payable under the Employment Security Law other than short- 15 time compensation and includes any amounts payable pursuant to an 16 agreement under any federal law providing for compensation, 17 assistance, or allowances with respect to unemployment; and 18 (7) Usual weekly hours of work means the usual hours of 19 work for full-time or part-time employees in the affected unit when 20 that unit is operating on its regular basis, not to exceed forty hours and not including hours of overtime work. 21 22 Sec. 15. An employer wishing to participate in the short- 23 time compensation program shall submit a signed written short-time 24 compensation plan to the commissioner for approval. The commissioner 25 shall develop an application form to request approval of a short-time LB 961 LB 961 -21- 1 compensation plan and an approval process. The application shall include: 2 3 (1) The affected unit or units covered by the plan, 4 including the number of full-time or part-time employees in such 5 unit, the percentage of employees in the affected unit covered by the 6 plan, identification of each individual employee in the affected unit 7 by name, social security number, and the employer's unemployment tax 8 account number, and any other information required by the commissioner to identify plan participants; 9 10 (2) A description of how employees in the affected unit 11 will be notified of the employer's participation in the short-time 12 compensation plan if such application is approved, including how the 13 employer will notify those employees in a collective-bargaining unit 14 as well as any employees in the affected unit who are not in a 15 collective-bargaining unit. If the employer will not provide advance 16 notice to employees in the affected unit, the employer shall explain 17 in a statement in the application why it is not feasible to provide such notice; 18 19 (3) A requirement that the employer identify the usual 20 weekly hours of work for employees in the affected unit and the 21 specific percentage by which their hours will be reduced during all 22 weeks covered by the plan. An application shall specify the 23 percentage of reduction for which a short-time compensation plan 24 application may be approved which shall be not less than ten percent 25 and not more than sixty percent. If the plan includes any week for LB 961 LB 961 -22- 1 which the employer regularly provides no work due to a holiday or 2 other plant closing, then such week shall be identified in the application; 3 4 (4)(a) Certification by the employer that, if the 5 employer provides health and retirement benefits to any employee 6 whose usual weekly hours of work are reduced under the program, such 7 benefits will continue to be provided to employees participating in 8 the short-time compensation program under the same terms and 9 conditions as though the usual weekly hours of work of such employee 10 had not been reduced or to the same extent as other employees not 11 participating in the short-time compensation program. 12 (b) For defined benefit retirement plans, the hours that 13 are reduced under the

short-time compensation plan shall be credited 14 for purposes of participation, vesting, and accrual of benefits as 15 though the usual weekly hours of work had not been reduced. The 16 dollar amount of employer contributions to a defined contribution 17 plan that are based on a percentage of compensation may be less due to the reduction in the employee's compensation.18

19 (c) Notwithstanding subdivisions (4)(a) and (b) of this 20 section, an application may contain the required certification when a 21 reduction in health and retirement benefits scheduled to occur during 22 the duration of the plan will be applicable equally to employees who 23 are not participating in the short-time compensation program and to those employees who are participating;24 25 (5) Certification by the employer that the aggregate LB 961 LB 961 -23- 1 reduction in work hours is in lieu of layoffs, temporary or permanent 2 layoffs, or both. The application shall include an estimate of the 3 number of employees who would have been laid off in the absence of the short-time compensation plan;4 5 (6) Certification by the employer that the short-time 6 compensation program shall not serve as a subsidy of seasonal 7 employment during the off-season, nor as a subsidy of temporary parttime or intermittent employment;8 9 (7) Agreement by the employer to: Furnish reports to the 10 commissioner relating to the proper conduct of the plan; allow the 11 commissioner access to all records necessary to approve or disapprove 12 the plan application and, after approval of a plan, to monitor and 13 evaluate the plan; and follow any other directives the commissioner 14 deems necessary for the agency to implement the plan and which are 15 consistent with the requirements for short-time compensation plan applications;16 17 (8) Certification by the employer that participation in 18 the short-time compensation plan and its implementation is consistent 19 with the employer's obligations under applicable federal and state laws;20 21 (9) The effective date and duration of the plan that 22 shall expire not later than the end of the twelfth full calendar month after the effective date;23 24 (10) Certification by the employer that it has obtained 25 the written approval of any applicable collective-bargaining unit LB 961 LB 961 -24- 1 representative and has notified all affected employees who are not in 2 a collective-bargaining unit of the proposed short-time compensation plan;3 4 (11) Certification by the employer that it will not hire 5 additional part-time or full-time employees for the affected unit 6 while the short-time compensation plan is in effect; and 7 (12) Any other provision added to the application by the 8 commissioner that the United States Secretary of Labor determines to 9 be appropriate for purposes of a short-time compensation program. 10 Sec. 16. (1) The commissioner shall approve or disapprove 11 a short-time compensation plan in writing within thirty days after 12 its receipt and promptly communicate the decision to the employer. A 13 decision disapproving the plan shall clearly identify the reasons for 14 the disapproval. The disapproval shall be final, but the employer 15 shall be allowed to submit another short-time compensation plan for 16 approval not earlier than forty-five days after the date of the disapproval.17 18 (2)(a) A short-time compensation plan will only be 19 approved for a contributory employer that (a) is eligible for 20 experience rating under subdivision (4)(a) of section 48-649, (b) has 21 a positive balance in the employer's experience account, (c) has 22 filed all quarterly reports and other reports required under the 23 Employment Security Law, and (d) has paid all obligation assessments, 24 contributions, interest, and penalties due through the date of the employer's application.25 LB 961 LB 961 -25- 1 (b) A short-time compensation plan will only be approved 2 for an employer liable for making payments in lieu of contributions 3 that has filed all quarterly reports and other reports required under 4 the Employment Security Law and has paid all obligation assessments, 5 payments in lieu of contributions, interest, and penalties due through the date of the employer's application.6 7 Sec. 17. (1) A short-time compensation plan shall be 8 effective on the date that

is mutually agreed upon by the employer and the commissioner, which shall be specified in the notice of approval to the employer. The plan shall expire on the date specified in the notice of approval, which shall be either the date at the end of the twelfth full calendar month after its effective date or an earlier date mutually agreed upon by the employer and the commissioner.

(2) If a short-time compensation plan is revoked by the commissioner under section 18 of this act, the plan shall terminate on the date specified in the commissioner's written order of revocation.

(3) An employer may terminate a short-time compensation plan at any time upon written notice to the commissioner. Upon receipt of such notice from the employer, the commissioner shall promptly notify each member of the affected unit of the termination date.

(4) An employer may submit a new application to participate in another short-time compensation plan at any time after the expiration or termination date.

Sec. 18. (1) The commissioner may revoke approval of a short-time compensation plan for good cause at any time, including upon the request of any of the affected unit's employees. The revocation order shall be in writing and shall specify the reasons for the revocation and the date the revocation is effective.

(2) The commissioner may periodically review the operation of each employer's short-time compensation plan to assure that no good cause exists for revocation of the approval of the plan. Good cause shall include, but not be limited to, failure to comply with the assurances given in the plan, unreasonable revision of productivity standards for the affected unit, conduct or occurrences tending to defeat the intent and effective operation of the short-time compensation plan, and violation of any criteria on which approval of the plan was based.

Sec. 19. (1) An employer may request a modification of an approved plan by filing a written request with the commissioner. The request shall identify the specific provisions proposed to be modified and provide an explanation of why the proposed modification is appropriate for the short-time compensation plan. The commissioner shall approve or disapprove the proposed modification in writing within thirty days after receipt and promptly communicate the decision to the employer.

(2) The commissioner may approve a request for modification of the plan based on conditions that have changed since the plan was approved if the modification is consistent with and supports the purposes for which the plan was initially approved. A modification does not extend the expiration date of the original plan, and the commissioner shall promptly notify the employer whether the plan modification has been approved and, if approved, the effective date of the modification.

(3) An employer is not required to request approval of a plan modification from the commissioner if the change is not substantial, but the employer must report every change to the plan to the commissioner promptly and in writing. The commissioner may terminate an employer's plan if the employer fails to meet this reporting requirement. If the commissioner determines that the reported change is substantial, the commissioner shall require the employer to request a modification to the plan.

Sec. 20. An individual is eligible to receive short-time compensation with respect to any week only if the individual is monetarily eligible for unemployment compensation, not otherwise disqualified for unemployment compensation, and:

(1) During the week, the individual is employed as a member of an affected unit under an approved short-time compensation plan, which was approved prior to that week, and the plan is in effect with respect to the week for which short-time compensation is claimed;

(2) Notwithstanding any other provisions of the Employment Security Law relating to availability for work and LB 961 LB 961 -28- 1 actively seeking work, the individual is available for the individual's usual hours of work with the short-time compensation employer, which may include, for purposes of

this section, 4 participating in training to enhance job skills that is approved by 5 the commissioner such as employer-sponsored training or training 6 funded under the federal Workforce Investment Act of 1998, 29 U.S.C. 2801 et seq.; and 7 8 (3) Notwithstanding any other provision of law, an 9 individual covered by a short-time compensation plan is deemed 10 unemployed in any week during the duration of such plan if the 11 individual's remuneration as an employee in an affected unit is 12 reduced based on a reduction of the individual's usual weekly hours 13 of work under an approved short-time compensation plan. 14 Sec. 21. (1) The short-time compensation weekly benefit 15 amount shall be the product of the regular weekly unemployment 16 compensation amount for a week of total unemployment multiplied by 17 the percentage of reduction in the individual's usual weekly hours of work. 18 19 (2) An individual may be eligible for short-time 20 compensation or unemployment compensation, as appropriate, except 21 that no individual shall be eligible for combined benefits in any 22 benefit year in an amount more than the maximum entitlement 23 established for regular unemployment compensation, nor shall an 24 individual be paid short-time compensation benefits for more than 25 fifty-two weeks under a short-time compensation plan. LB 961 LB 961 -29- 1 (3) The short-time compensation paid to an individual 2 shall be deducted from the maximum entitlement amount of unemployment 3 compensation established for that individual's benefit year. 4 (4) Provisions applicable to unemployment compensation 5 claimants shall apply to short-time compensation claimants to the 6 extent that they are not inconsistent with short-time compensation 7 provisions. An individual who files an initial claim for short-time 8 compensation benefits shall receive a monetary determination. 9 (5) The following provisions apply to individuals who 10 work for both a short-time compensation employer and another employer 11 during weeks covered by the approved short-time compensation plan: 12 (a) If combined hours of work in a week for both 13 employers does not result in a reduction of at least ten percent, or, 14 if higher, the minimum percentage of reduction required to be 15 eligible for a short-time compensation, of the usual weekly hours of 16 work with the short-time employer, the individual shall not be entitled to short-time compensation; 17 18 (b) If the combined hours of work for both employers 19 results in a reduction equal to or greater than ten percent, or, if 20 higher, the minimum percentage reduction required to be eligible for 21 short-time compensation, of the usual weekly hours of work for the 22 short-time compensation employer, the short-time compensation payable 23 to the individual is reduced for that week and is determined by 24 multiplying the weekly unemployment benefit amount for a week of 25 total unemployment by the percentage by which the combined hours of LB 961 LB 961 -30- 1 work have been reduced by ten percent, or, if higher, the minimum 2 percentage reduction required to be eligible for short-time 3 compensation, or more of the individual's usual weekly hours of work. 4 A week for which benefits are paid under this subdivision shall be reported as a week of short-time compensation; and 5 6 (c) If an individual worked the reduced percentage of the 7 usual weekly hours of work for the short-time compensation employer 8 and is available for all his or her usual hours of work with the 9 short-time compensation employer, and the individual did not work any 10 hours for the other employer, either because of the lack of work with 11 that employer or because the individual is excused from work with the 12 other employer, the individual shall be eligible for short-time 13 compensation for that week. The benefit amount for such week shall be 14 calculated as provided in subsection (1) of this section. 15 (6) An individual who is not provided any work during a 16 week by the short-time compensation employer, or any other employer, 17 and who is otherwise eligible for unemployment compensation shall be 18 eligible for the amount of unemployment compensation to which he or

she would otherwise be eligible.19 20 (7) An individual who is not provided any work by the 21 short-time compensation employer during a week, but who works for 22 another employer and is otherwise eligible, may be paid unemployment 23 compensation for that week subject to the disqualifying income and 24 other provisions applicable to claims for regular compensation. 25

Sec. 22. Short-time compensation shall be charged to the LB 961 LB 961 -31- 1 employer's experience account in the same manner as unemployment 2 compensation is charged. Employers liable for payments in lieu of 3 contributions shall have short-time compensation attributed to 4 service in their employ in the same manner as unemployment compensation is attributed.5 6 Sec. 23. An individual who has received all of the short- 7 time compensation or combined unemployment compensation and short- 8 time compensation available in a benefit year shall be considered an 9 exhaustee for purposes of extended benefits under section 48-628.02 10 and, if otherwise eligible under such section, shall be eligible to receive extended benefits.11 12 Sec. 24. (1) The department shall not use General Funds 13 to implement the short-time compensation program. The department 14 shall use any and all available federal funds to implement the short- 15 time compensation program, including, but not limited to, federal 16 funds distributed to the state under sections 903(c), 903(d), 903(f), 17 and 903(g) of the federal Social Security Act, as amended. 18 (2) The department shall submit an annual report to the 19 Governor and electronically to the Legislature on the short-time 20 compensation program trends, including the number of employers filing 21 short-time compensation program plans, the number of layoffs averted 22 through the use of the short-time compensation program, the amount of 23 short-time compensation program benefits paid, and other information pertinent to the short-time compensation program.24 25 Sec. 25. There is hereby appropriated (1) \$1,797,999 from LB 961 LB 961 -32- 1 Federal Funds for FY2014-15 and (2) \$1,576,853 from Federal Funds for 2 FY2015-16 to the Department of Labor, for Program 31, to aid in 3 carrying out the provisions of Legislative Bill 961, One Hundred Third Legislature, Second Session, 2014.4 5 There is included in the appropriation to this program 6 for FY2014-15 \$1,797,999 and for FY2015-16 \$1,576,853 Federal Funds 7 distributed to the state under sections 903(c), 903(d), 903(f), and 8 903(g) of the federal Social Security Act, as amended, which shall 9 only be used to implement the provisions of Legislative Bill 961, One Hundred Third Legislature, Second Session, 2014.10 11 The Department of Labor shall submit a schedule of 12 proposed expenditures of the appropriation of sections 903(c), 13 903(d), 903(f), and 903(g) funds made pursuant to this section for 14 administrative purposes for fiscal years beginning on or after July 15 1, 2007, to the Legislature as a part of the regular budget 16 submission process. All provisions of subsection (2) of section 17 48-621 except subdivision (2)(a)(i) shall apply to this appropriation 18 of sections 903(c), 903(d), 903(f), and 903(g) funds. 19 The Commissioner of Labor shall submit an annual report 20 to the Governor, the Speaker of the Legislature, and the chairpersons 21 of the Appropriations Committee and the Business and Labor Committee 22 of the Legislature describing expenditures made pursuant to this 23 section. The report submitted to the committees and the Speaker of 24 the Legislature shall be submitted electronically. 25 Sec. 26. Sections 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, LB 961 LB 961 -33- 1 22, 23, 24, and 28 of this act become operative on October 1, 2016. 2 The other sections of this act become operative three calendar months after the adjournment of this legislative session.3 4 Sec. 27. Original sections 44-2825, 45-1201, 45-1202, 5 45-1203, 45-1204, 45-1205, 48-126.01, and 48-139, Reissue Revised Statutes of Nebraska, are repealed.6 7 Sec. 28. Original section 48-601, Reissue Revised Statutes of Nebraska, is repealed.

Kansas Authority

HOUSE BILL No. 2140

AN ACT concerning firefighting; relating to interstate compacts; great plains interstate fire compact.

Be it enacted by the Legislature of the State of Kansas:

Section 1. The governor of Kansas 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 into 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 aid pursuant to this compact shall, subject to appropriations, 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 HOUSE BILL No. 2140—page 2 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. ARTICLE VI Ratification of this compact does not affect any existing statute so as to authorize or permit curtailment or diminution of the forest fire 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. Sec. 2. A volunteer firefighter entitled to benefits under the workers compensation act who is engaged by the state of Kansas under the compact pursuant to section 1, and amendments thereto, shall be deemed to be an employee of the state of Kansas solely for purposes of the workers compensation act.

Saskatchewan Authority

*The
Wildfire
Act*

being

Chapter W-13.01 of the *Statutes of Saskatchewan, 2014*
(effective March 31, 2015) as amended by the *Statutes of
Saskatchewan, 2015, c.F-15.11*.

NOTE:

This consolidation is not official and is subject to House amendments and Law Clerk and Parliamentary Counsel changes to Separate Chapters that may be incorporated up until the publication of the annual bound volume. Amendments have been incorporated for convenience of reference and the official Statutes and Regulations should be consulted for all purposes of interpretation and application of the law. In order to preserve the integrity of the official Statutes and Regulations, errors that may have appeared are reproduced in this consolidation.

Copies of records

75(1) If any records are inspected, examined, produced, provided or removed pursuant to this Act, an officer may make copies of those records.

(2) An officer shall:

- (a) make those copies with reasonable dispatch; and
- (b) promptly return the original of the records to:
 - (i) the place they were removed from; or
 - (ii) any other place that may be agreed to by the officer and the person who furnished them or from whom they were seized.

(3) A record certified by an officer, or by any person authorized by the minister, to be a copy made pursuant to this section:

- (a) is admissible in evidence without proof of the office or signature of that person; and
- (b) has the same probative force as the original record.

2014, c.W-13.01, s.75.

**PART XII
General**

Fire control agreements

76(1) In this section, “**band**” means an Indian band as defined in the *Indian Act* (Canada), and includes the council of a band.

(2) For any purpose related to the prevention, management, control or extinguishing of fires, the minister may enter into fire control agreements with:

- (a) any person carrying on an industrial or commercial operation;
- (b) the government of any other province or territory of Canada, the government of Canada or the government of any other country or any jurisdiction within that country;
- (c) any municipality;
- (d) a band;
- (e) any agency, organization, institution, association or body that has as its purpose the furthering of activities involving wildfire management; or
- (f) any other person.

(3) Any fire control agreements entered into pursuant to *The Prairie and Forest Fires Act, 1982*, as that Act existed before the coming into force of this section, are continued and may be dealt with pursuant to this Act as if entered into pursuant to this section.

2014, c.W-13.01, s.76.

Duties imposed on qualified persons re certificates, documents and opinions

77 If a qualified person is required to provide a certificate or document required by this Act, the regulations or the code and the certificate or document certifies or provides an opinion on any matter set out in the certificate or document, the qualified person shall:

- (a) take all reasonable and prudent action to ensure that the certificate or opinion does not contain any misrepresentation;
- (b) disclose all material facts; and
- (c) comply with any professional standards applicable to the qualified person.

2014, c.W-13.01, s.77.

Appendix A – Letter of Authorization Example

Saskatchewan



Ministry of
Environment

Wildfire Management Branch
Hyw # 2 North – Box 3003
PRINCE ALBERT SK S6V 6G1
(306) 953-2206 work
(306) 953-3575 fax

July 1, 2015

Mr. Jay T. Esperance
Director, Division of Wildland Fire, South Dakota
Incident Commander, Rocky Mountain Blue Team
3305 West South Street
RAPID CITY, SD 57702
605-393-8011 work
605-393-8044 fax

Dear Mr. Esperance:

Due to the wildfire situation in Saskatchewan, resources from South Dakota are being requested under the Great Plains Interstate Forest Fire Compact.

Request Details

- 1 Type 6 Engine Crew
 - 1 Qualified engine boss
 - 2 Qualified engine crew members
- 1 Transport vehicle for crew and gear (includes, personal protective equipment and crew gear)

Duration: July 1, 2015 to July 15, 2015

Payment Details:

\$2,700.00 US, All inclusive per day
Saskatchewan to provide accommodations, oversight, T6 engine and radio communications.

(Signature) Steve J. Roberts
Wildfire Management,
Ministry of Environment
Government of Saskatchewan

(Signature) Jay T. Esperance
Division of Wildland Fire
State of South Dakota