

INTERSTATE CIVIL DEFENSE AND DISASTER COMPACT

The State of California, through its Governor, Earl Warren, duly authorized, solemnly agrees with any other state or territory of the United States which is or may become a party to this Compact, as follows:

Article 1. The purpose of this compact is to provide mutual aid among the states in meeting any emergency or disaster from enemy attack or other cause (natural or otherwise) including sabotage and subversive acts and direct attacks by bombs, shellfire, and atomic, radiological, chemical, bacteriological means, and other weapons. The prompt, full and effective utilization of the resources of the respective states, including such resources as may be available from the United States Government or any other source, are essential to the safety, care and welfare of the people thereof in the event of enemy action or other emergency, and any other resources, including personnel, equipment or supplies, shall be incorporated into a plan or plans of mutual aid to be developed among the civil defense agencies or similar bodies of the states that are parties hereto. The directors of civil defense of all party states shall constitute a committee to formulate plans and take all necessary steps for the implementation of this compact.

Article 2. It shall be the duty of each party state to formulate civil defense plans and programs for application within such state. There shall be frequent consultation between the representatives of the states and with the United States Government and the free exchange of information and plans, including inventories of any materials and equipment available for civil defense. In carrying out such civil defense plans and programs the party states shall so far as possible provide and follow uniform standards, practices and rules and regulations including:

- (a) Insignia, arm bands and any other distinctive articles to designate and distinguish the different civil defense services;
- (b) Blackouts and practice blackouts, air raid drills, mobilization of civil defense forces and other tests and exercises;
- (c) Warnings and signals for drills or attacks and the mechanical devices to be used in connection therewith;
- (d) The effective screening or extinguishing of all lights and lighting devices and appliances;
- (e) Shutting off water mains, gas mains, electric power connections and the suspension of all other utility services;
- (f) All materials or equipment used or to be used for civil defense purposes in order to assure that such materials and equipment will be easily and freely interchangeable when used in or by any other party state;

- (g) The conduct of civilians and the movement and cessation of movement of pedestrians and vehicular traffic, prior, during, and subsequent to drills or attacks;
- (h) The safety of public meetings or gatherings; and
- (i) Mobile support units.

Article 3. Any party state requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this compact in accordance with the terms hereof; provided that it is understood that the state rendering aid may withhold resources to the extent necessary to provide reasonable protection for such state. Each party state shall extend to the civil defense forces of any other party state, while operating within its state limits under the terms and conditions of this compact, the same powers (except that of arrest unless specifically authorized by the receiving state), duties, rights, privileges and immunities as if they were performing their duties in the state in which normally employed or rendering services. Civil defense forces will continue under the command and control of their regular leaders but the organizational units will come under the operational control of the civil defense authorities of the state receiving assistance.

Article 4. Whenever any person holds a license, certificate or other permit issued by any state evidencing the meeting of qualifications for professional, mechanical or other skills, such person may render aid involving such skill in any party state to meet an emergency or disaster and such state shall give due recognition to such license, certificate or other permit as if issued in the state in which aid is rendered.

Article 5. No party state or its officers or employees rendering aid in another state pursuant to this compact shall be liable on account of any act or omission in good faith on the part of such forces while so engaged, or on account of the maintenance or use of any equipment or supplies in connection therewith.

Article 6. Inasmuch as it is probable that the pattern and detail of the machinery for mutual aid among two or more states may differ from that appropriate among other states party hereto, this instrument contains elements of a broad base common to all states, and nothing herein contained shall preclude any state from entering into supplementary agreements with another state or states. Such supplementary agreements may comprehend, but shall not be limited to, provisions for evacuation and reception of injured and other persons, and the exchange of medical, fire, police, public utility, reconnaissance, welfare, transportation and communications personnel, equipment and supplies.

Article 7. Each party state shall provide for the payment of compensation and death benefits to injured members of the civil defense forces of that state and the representatives of deceased members of such forces in case such members sustain injuries or are killed while rendering aid pursuant to this compact, in the same manner and on the same terms as if the injury or death were sustained within such state.

Article 8. Any party state rendering aid in another state pursuant to this compact shall be reimbursed by the party state receiving such 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 incurred in connection with such requests; provided, that any aiding party state may assume in whole or in part such loss, damage, expense, or other cost, or may loan such equipment or donate such services to the receiving party state without charge or cost; and provided further that any two or more party states may enter into supplementary agreements establishing a different allocation of costs as among those states. The United States Government may relieve the party state receiving aid from any liability and reimburse the party state supplying civil defense forces for the compensation paid to and the transportation, subsistence and maintenance expenses of such forces during the time of the rendition of such aid or assistance outside the state and may also pay fair and reasonable compensation for the use or utilization of the supplies, materials, equipment or facilities so utilized or consumed.

Article 9. Plans for the orderly evacuation and reception of the civilian population as the result of an emergency or disaster shall be worked out from time to time between representatives of the party states and the various local civil defense areas thereof. Such plans shall include the manner of transporting such evacuees, the number of evacuees to be received in different areas, the manner in which food, clothing, housing, and medical care will be provided, the registration of the evacuees, the providing of facilities for the notification of relatives or friends and the forwarding of such evacuees to other areas or the bringing in of additional materials, supplies, and all other relevant factors. Such plans shall provide that the party state receiving evacuees shall be reimbursed generally for the out-of-pocket expenses incurred in receiving and caring for such evacuees, for expenditures for transportation, food, clothing, medicines and medical care and like items. Such expenditures shall be reimbursed by the party state of which the evacuees are residents, or by the United States Government under plans approved by it. After the termination of the emergency or disaster the party state of which the evacuees are resident shall assume the responsibility for the ultimate support or repatriation of such evacuees.

Article 10. This compact shall be available to any state, territory or possession of the United States, and the District of Columbia. The term "state" may also include any neighboring foreign country or province or state thereof.

Article 11. The committee established pursuant to Article 1 of this compact may request the Civil Defense Agency of the United States Government to act as an informational and coordinating body under this compact, and representatives of such agency of the United States Government may attend meetings of such committee.

Article 12. This compact shall become operative immediately upon its ratification by any state as between it and any other state or states so ratifying and shall be subject to approval by Congress unless prior congressional approval has been given. Duly authenticated copies of this compact and of such supplementary agreements as may be entered into shall, at the time of their approval, be deposited with each of the party states and with the Civil Defense Agency and other appropriate agencies of the United States Government.

Article 13. This compact shall continue in force and remain binding on each party state until the Legislature or the Governor of such party state takes action to withdraw therefrom. Such action shall not be effective until 30 days after notice thereof has been sent by the Governor of the party state desiring to withdraw to the Governors of all other party states.

Article 14. This compact shall be construed to effectuate the purposes stated in Article 1 hereof. If any provision of this compact is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of this compact and the applicability thereof to other persons and circumstances shall not be affected thereby.

Done at the State Capitol in Sacramento, this 10th day of December in the year of our Lord one thousand nine hundred and fifty one.

IN WITNESS WHEREOF I hereby affix my signature, pursuant to the authority vested in me by Law as Governor of the State of California.



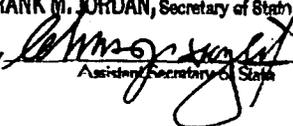
Governor

FILED

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

DEC 10 1951

FRANK M. JORDAN, Secretary of State

By 
Assistant Secretary of State

DEPARTMENT OF FORESTRY

1416 NINTH STREET - Room 1512
SACRAMENTO, CALIFORNIA 95814

Telephone: 916/445-9378



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August 4, 1977

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

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

Dear Governor Brown:

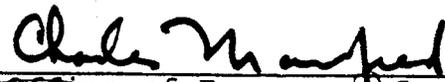
Assembly Bill No. 1643, authored by Assemblyman Norman Waters, was amended in June to become urgency legislation. The bill was signed by you into law on June 29, 1977 to become Chapter 161, Stats. 1977. The reason for the urgency was to provide a vehicle for interstate fire protection assistance between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

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

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

Respectfully,


L. A. MORAN
Director


Office of Emergency Services


Department of General Services

Attachment & AB 1643

DEPARTMENT OF FORESTRY

1416 NINTH STREET - Room 1512
 SACRAMENTO, CALIFORNIA 95814
 Telephone: 916/445-9378

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



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AUG 6 - 1977

MARCH FONG EU, Secretary of State

By *Walter R. Kershner*
 Deputy

SUPPLEMENTAL AGREEMENT AND PLAN NO. 77-1

to

INTERSTATE CIVIL DEFENSE AND DISASTER COMPACT

for

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

I. OBJECTIVES

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

II. POLICY

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

III. PROCEDURES

- A. Services Available:

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

B. Implementation of Plan:

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

C. Responsibilities of Receiving State:

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

D. Responsibilities of Sending State:

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

IV. REIMBURSEMENT AND PAYMENT OF COSTS

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

V. EXISTING AGREEMENTS RECOGNIZED

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

VI. ANNUAL REVIEW

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

VII. ADDITIONAL PARTICIPANTS

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

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

VIII. EFFECTIVE DATE AND TERMINATION

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

IX. DISTRIBUTION

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

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

X. PARTICIPATION AND APPROVAL

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

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



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

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

Attest:

March Fong Eu

MARCH FONG EU
Secretary of State

X. PARTICIPATION AND APPROVAL

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

The provision of this agreement and plan are approved and adopted for the state of California this date May 14, 1987 at Sacramento, CA.

Jerry Parlati Director, California Department
Signature Title
of Forestry and Fire Protection

George Deukmejian Governor
Signature Title

Executed copies of this plan are hereby submitted to the following states pursuant to the provisions of Article X:

To:

Idaho _____ executed copy rec'd. therefrom _____
Date Date

Utah _____ executed copy rec'd. therefrom _____
Date Date

Oregon _____ executed copy rec'd. therefrom _____
Date Date

Washington _____ executed copy rec'd. therefrom _____
Date Date

Nevada _____ executed copy rec'd. therefrom _____
Date Date



X. PARTICIPATION AND APPROVAL

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

The provisions of this agreement and plan are approved and adopted for the state of IDAHO

this date 8-5-77 at _____

[Signature]
Name and Title

[Signature] Director Dept. of Lands
Name and Title

Executed copies of this plan are hereby submitted to the following states pursuant to the provisions of Article X:

To:

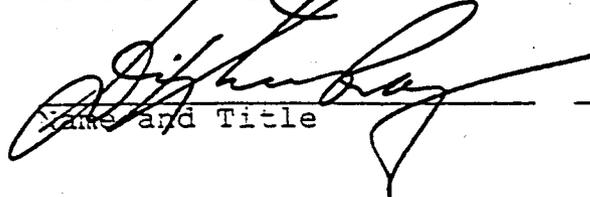
Idaho	_____	executed copy rec'd. therefrom	_____
	date		date
Nevada	_____	executed copy rec'd. therefrom	_____
	date		date
Oregon	_____	executed copy rec'd. therefrom	_____
	date		date
Washington	_____	executed copy rec'd. therefrom	_____
	date		date
California	_____	executed copy rec'd. therefrom	_____
	date		date

X. PARTICIPATION AND APPROVAL

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

The provisions of this agreement and plan are approved and adopted for the state of Washington this date August 8, 1977 at 11:00 AM


Name and Title _____ Supervisor, Department of Natural Resources


Name and Title _____ GOVERNOR, State of Washington

Executed copies of this plan are hereby submitted to the following states pursuant to the provisions of Article X:

To:

Idaho	<u>8-8-77</u> date	executed copy rec'd. therefrom	<u>8-8-77</u> date
Nevada	<u>8-8-77</u> date	executed copy rec'd. therefrom	<u>8-8-77</u> date
Oregon	<u>8-8-77</u> date	executed copy rec'd. therefrom	<u>8-8-77</u> date
California	<u>8-3-77</u> date	executed copy rec'd. therefrom	_____ date

X. PARTICIPATION AND APPROVAL

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

The provision of this agreement and plan are approved and adopted for

the state of Utah this date Jan. 23 1987 at S.L.C., Utah.

Ralph A. Miles State Forester
Name and Title

Thomas H. Bayne Governor
Name and Title

Executed copies of this plan are hereby submitted to the following states pursuant to the provisions of Article X:

To:

Idaho _____ executed copy rec'd. therefrom _____
Date Date
California _____ executed copy rec'd. therefrom _____
Date Date
Oregon _____ executed copy rec'd. therefrom _____
Date Date
Washington _____ executed copy rec'd. therefrom _____
Date Date
Nevada 1/30/87 executed copy rec'd. therefrom 3/27/87 (LWS)
Date Date

APPROVED AS TO FORM

ATTORNEY GENERAL

by David Christensen
Assistant Attorney General

X. PARTICIPATION AND APPROVAL

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

The provisions of this agreement and plan are approved and adopted for the State of Wyoming on March 16, 1989 at Cheyenne, Wyoming.

Bryce E. Lumsden
State Forester

Jim Sullivan
Governor

Executed copies of this plan are hereby submitted to the following states pursuant to the provisions of Article X.:

To:

Idaho 4/14/89 executed copy rec'd. therefrom _____
Date Date
California 4/14/89 executed copy rec'd. therefrom _____
Date Date
Oregon 4/14/89 executed copy rec'd. therefrom _____
Date Date
Nevada 4/14/89 executed copy rec'd. therefrom _____
Date Date
Utah 4/14/89 executed copy rec'd. therefrom _____
Date Date
Washington 4/14/89 executed copy rec'd. therefrom _____
Date Date

Approved as to form and execution
Attorney General

By Clinton D. Beaman
Assistant Attorney General