

II. DEFINITIONS

The following definitions shall be used in the agreement between State of South Dakota and all contractors:

- A. **Camp Help** - Workers hired to perform unskilled tasks and support services in fire camp.
- B. **Casuals** - Persons hired, usually at the incident or directly by the incident to perform unskilled work in camp or in positions where fire suppression skills are not needed.
- C. **Crew Rotation Vehicle** - A vehicle used to transport replacement crews to a fire to relieve firefighters already on the fire and to transport the released crew back to the hire point.
- D. **False Alarms** - An incident where a fire engine and/or firefighters are sent to a reported fire and no fire is found.
- E. **Initial Attack** - The period of time from the first response of fire units until a functioning fire team has developed. On large fires the first twelve hours is called initial attack. On small fires initial attack may end within a few minutes after a fire unit arrives on the fire scene.
- F. **Off-shift** - Consists of time for sleeping, resting, or eating when a person or crew is free from assigned duties or when equipment is broken down or inoperable.
- G. **On-shift** - Consists of time spent traveling to and from the point of hire and related waiting time, and other travel necessary for the performance of work, such as from fire camp to fire line or between fire camps, while staged, and actual work.
- H. **Point of Hire** - The designated fire hall or remote station from which a fire unit or member was originally sent to a forest fire. It is usually the main fire hall for fire departments.
- I. **Service Periods** - The time period that begins when a fire unit or personnel are sent to a forest fire and ends when the fire unit returns to the point of hire. This service period is uncertain, or purely temporary, and may be terminated by the Division or incident official when the resources are not needed.
- J. **State Radio** - The official radio dispatch facilities for highway patrol.
- K. **Staged** - It is the period of time when, at the direction of the Division or an incident official, personnel or equipment are held in a specific location fully outfitted and ready for immediate assignment. This is considered "on shift" time.
- L. **Water Tender Operator (Support)** – A water tender may be staffed with a crew of one (a driver/operator) when it is used in a support role as a fire engine refill unit or for dust abatement.

- M. Water Tender Operator (Tactical)** – When tactically deployed, a water tender will carry a minimum crew of two, with the same qualifications as for a Type 6 engine (one ENOP and one Engine module member). Tactical deployment is defined as direct fire suppression missions such as pumping hoselays, live reel use, running attack, and use of spray bars and monitors to suppress fires.
- N. Zone Dispatch Center** - A multi-agency dispatch facility to coordinate forest fire resource orders for federal and local fire agencies. It is located in the Northern Great Plains Interagency Dispatch Center, Rapid City, South Dakota. All federal resources and resources from outside the state of South Dakota are routed through this office.

III. CONTRACTOR SERVICES

The following provisions outline basic guidelines and requirements the Contractor shall follow when providing fire suppression services to the Division.

- A. Initial Attack** - The Contractor agrees to provide initial attack on all forest fires within their designated area of responsibility regardless of ownership or jurisdictional responsibility. The Contractor shall conduct initial attack with personnel that are spelled out in Minimum Requirements for Firefighters, Section IV, Section B. Should initial attack occur with personnel that do not meet these qualifications, compensation will still be paid for equipment and personnel, however they will be replaced on the incident when fully carded personnel are available to replace them. The Contractor annually will furnish training records of all personnel utilized for fire suppression under this contract.
- B. Notification** - The Contractor shall notify the Division when responding to, and returning from a forest fire and report the location of the fire with a legal description or geographical landmark.
- C. False Alarms** - The Contractor shall be compensated for false alarms or suspected fires if the Division is contacted by the Contractor or the Contractor's dispatching agency prior to or while enroute to the scene. The Division shall reimburse for one engine and crew. The Contractor will not be compensated for additional resources.
- D. Incident Commander** - The Contractor, if first on the scene on an incident, shall assume command of the incident and of the fire scene, until relieved by a representative from the Division or another agency representative with primary suppression responsibility.
- E. Transportation** - The Division shall pay separate transportation of fire personnel or units from the point of hire to the fire scene and from the fire scene to the point of hire only if such transportation has prior approval from the Division.
- F. Crew Rotations** - The Division shall pay mileage for one crew rotation vehicle per shift. The Division shall not compensate the Contractor for personnel time or travel expenses related to the rotation of personnel and equipment already committed to a fire. The crew rotation vehicle mileage must be documented with the finance section at the time of usage in order to be compensated.

- G. Repair Crews** - The Division shall not pay for personnel and equipment sent to repair Contractor equipment.
- H. Premature Termination** - When a member of the Contractor is released for cause or quits before the service period is over, pay will be stopped at the time services are terminated or the last recorded entry on incident records.
- I. Equipment Maintenance** - The Contractor is responsible for the proper maintenance and safety of fire units and equipment. Intentional use of improperly maintained or unsafe fire equipment is grounds for immediate suspension of the Contractor. Equipment that becomes inoperable or breaks down will be considered off shift.
- J. Vehicle/ Equipment Inspections** - The Contractor is responsible for having inspections done by qualified mechanics. The Contractor shall allow the Division to conduct equipment checks of all equipment to be used under this agreement. Inspections may be made twice each year where the equipment is housed and any time at the fire scene.
- K. Records and Reports** - The Contractor shall complete and mail the South Dakota Wildland Fire Report Card and prepare all reports or records necessary to document assistance provided to the Division under this agreement.
- L. Equipment Inventory** - The Contractor shall maintain and make available a current inventory of fire units, fire equipment, and manpower to be used to fulfill the requirements of this agreement.
- M. Fire Training** - The Contractor shall ensure that personnel used in forest fire suppression efforts are properly trained and participate in formal wildfire training.
- N. Illegal Substance/Alcohol** - Use, distribution, or being under the influence of illegal substances or alcohol while in active or standby status during an assignment is cause for immediate dismissal from the assignment.
- O. Assignment Related Illness/Injury** - Contractor will report illness/injury to fire officials on scene, notify State Fire Dispatch, and complete SD First Report of Injury form. The completed SD First Report of Injury is to be sent to the Fire Business Accountant as soon as possible after the occurrence of the injury / illness.¹ Fax (605-393-8044) a copy if possible. SDCL 62-7-10 states "...Written notice of the injury shall be provided to the employer no later than three business days after occurrence." Barring extenuating circumstances.

¹ Note - Processing of a Workman's Compensation Claim cannot begin until a copy of the "SD First Report of Injury" has been received by the Fire Business Accountant

IV. MINIMUM REQUIREMENTS FOR FIREFIGHTERS

A. Universal Qualifications

A firefighter must:

1. be at least 18 years of age;
2. have no known physical disability that would jeopardize his/her health or the safety of others, or that would make it impossible for the person to fight fire or respond to an emergency situation.

B. Physical Fitness Requirements of Firefighters

The following standards shall apply to all firefighters provided by the Contractor.

1. No firefighter will fill any position unless qualified according to the current Wildland and Prescribed Fire Qualification System Guide, 310-1.
 - a. A firefighter must meet the physical fitness standard for the position they are filling on the fire. In general, the following will serve as a guide:
 - 1) Line Positions - Any personnel serving on an engine or other line position, where heavy physical exertion will require certification at the arduous level.
 - 2) Support/Camp Positions - Any person serving in a support/camp position must meet the moderate to light physical exertion level.
 - 3) Water-tender operators that are staged in areas away from the wildland fireline in a support role must only meet the light fitness standard.
 - 4) Water-tender operators working tactically on a wildland fire must meet the arduous standard.
 - 5) Structural fire protection is currently exempt from any physical fitness standard. However, when NWCG determines qualifications for structural protection the requirements for physical fitness will be included in this agreement.
 - b. A firefighter will be certified to perform at one of four levels of physical exertions:
 - 1) Arduous. Duties involve fieldwork requiring physical performance calling for above-average endurance and superior conditioning. These duties may include an occasional demand for extraordinarily strenuous activities in emergencies under adverse environmental conditions and over extended periods of time. Requirements include running, walking, climbing, jumping, twisting, bending and lifting more than 50 pounds; the pace of work typically is set by the emergency situation.

- 2) Moderate. Duties involve fieldwork requiring complete control of all physical faculties and may include considerable walking over irregular ground, standing for long periods of time, lifting 25 to 50 pounds, climbing, bending, stooping, squatting, twisting and reaching. Occasional demands may be required for moderately strenuous activities in emergencies over long periods of time. Individuals usually set their own work pace.
 - 3) Light. Duties mainly involve office type work with occasional field activity characterized by light physical exertion requiring basic good health. Activities may include climbing stairs, standing, operating a vehicle and long hours of work, as well as some bending, stooping or light lifting. Individuals almost always can govern the extent and pace of their physical activity.
 - 4) None. Duties are normally performed in a controlled environment, such as an incident base or camp. For any position identified in this guide with a fitness level of "None" or any technical specialist positions who have the need to be on the fireline for non-suppression tasks, the required fitness level shall be "Light".
- c. Determination of the appropriate level of a firefighter's physical fitness may be documented by the test results on three nationally recognized testing methods: the "Step Test;" the "Mile-and-a-Half Run;" or the "Pack Test."
 - d. In the alternative, the Contractor may elect to have a physician certify, in writing, that a firefighter is qualified to fight fire at one of the three levels of fitness listed above (arduous, moderate, or light). Written certification must be provided for each firefighter. No certification is required for the category of "none."

V. MINIMUM ENGINE AND TENDER STANDARDS

- A. Fire Engine Equipment** - All fire engines shall be equipped with a pump and tank in good operating condition. Each engine shall carry drinking water, food rations, and a basic first aid kit. Each fire engine shall also be equipped with the following fire fighting hand tools: one Pulaski; one McLeod; one fire shovel; one hand operated backpack water pump; and drip torch and fuel or fuses. Additional hand tools may be carried to ensure that each person assigned to the unit shall have an appropriate hand tool.
- B. Vehicle Inventory** - An accurate and current inventory list shall be maintained for each engine or tender. An inventory record shall be available with each engine or tender responding to an incident. The Division may inspect any engine

or tender, provided by the Contractor and check the inventory record. This may be done when the engine or tender arrives at a staging area, the fire scene, or at any time the unit is assigned to an incident.

All fire engines and water tenders must meet minimum NWCG or state standards unless otherwise stated. For initial attack, an engine crew can be up to 3 persons. Resource orders will be filled as per NWCG standard.

C. Classification Standards - Engines and Tenders will be classified by type according to the following standards:

ENGINE TYPES:

Components	STRUCTURAL ENGINES		WILDLAND ENGINES					
	TYPE 1	TYPE 2	TYPE 3	TYPE 4	TYPE 5	TYPE 6	TYPE 7	TYPE 9*
Pump Rating	1000+	250+	150	50	50	30	10	6
Min. flow (gpm) @ rated pressure.(psi)	150	150	250	100	100	100	100	100
Tank capacity range(gal)	400+	400+	500+	750+	400-750	150-400	50-200	50
<u>Hose</u> 2.5" (feet)	1200	1000						
<u>Hose</u> 1.5" (feet)	400	500	500	300	300	300		100 ½"
<u>Hose</u> 1" (feet)	200	200	500	300	300	300	200	
Ladder (feet)	20 -	20 -						
Master Stream (GPM)	500							
Personnel	3**	3	2***	2****	2***	2***	2***	2

- State standard not NWCG requirement

** - In-State standard is 3 or 4 personnel (Out-of-State requires 4 personnel)

*** - In-State standard is 2 or 3 personnel (Out-of-State requires 3 personnel)

**** - In-State standard is 20 feet of ladder (Out-of-State requires 48 feet)

Common additional needs. Requested as needed.

-All wheel drive

-Pump & Roll

-High pressure pump (minimum 40 gpm @ 250 psi)

-Class A Foam Proportioner

-Compressed air foam system (CAFS) with minimum 40 cfm compressor

-Additional personnel

WATER TENDER TYPES:

Minimum Standards by Type

Components	1	2	3	4*	5*
Tank capacity (gal)	5000+	2500+	1000+	400+	400+
Pump capacity (gpm)	300+	200+	200+	80+	---
Off load Capacity (gpm)	300+	200+	200+	---	---
Max. Refill Time (minutes)	30	20	15	---	---

* - State standard not NWCG requirements

Water tenders must carry appropriate hose, clamps, adapters, and tools to be able to fill engines and or portable tanks. Tenders must also carry a minimum of one shovel and pulaski. Tenders participating in out of state dispatches must meet minimum federal guidelines for equipment and accessories.

General specification for Engines and Tenders:

1. Larger diameter hose may be substituted for smaller hose to achieve total needed length.
2. Hose size is hose coupler size.
3. Engines must carry fittings to connect all hose on the apparatus.

D. Ordered Structural Fire Engines - Any engine specifically ordered for the purpose of providing structural fire protection should have the basic gear and safety equipment required by structural fire fighting standards. Each engine must have, at a minimum, the following items for personnel:

1. NFPA approved protective clothing for structural fire fighting.
2. NFPA approved protective hoods.
3. NFPA approved gloves for structural fire fighting.
4. NFPA approved helmets for structural fire fighting.
5. NFPA approved SCBA's; for structural fire fighting.
6. NFPA approved footwear for structural fire fighting.
7. 400 ft of 1 ½ “ single jacket wildland hose.
8. 200 ft of 1” single jacket wildland hose.
9. 2 – Shovels: 1 – Mc Leod, 1 – Pulaski
10. The following appliances: 2 – 1 ½ “ to 1” Forestry “T’s”, 2 – Reducers NST – 1 ½ “ to 1”.
2 – 1 ½ “ – 40 GPM nozzles.
2 – 1” – 20 GPM nozzles.
2 – Forestry clamps for single jacket wildland hose.
11. Fire shelters for all engine crew members.
12. Wildland fire personal protective equipment for all engine crew members.

VI. COMPENSATION PLAN

- A. Compensation Rates** - Billing the Division for fire suppression costs is not required, this is optional. Should the Contractor choose to bill the rates for manpower and equipment shall be reviewed annually. This document shall be labeled as, "Addendum - A: 2003 Compensation Rates for Contractor Personnel and Equipment on In-State Agreement" and made a part of this agreement.
- B. Compensable/Non-Compensable Time** - All hours recorded under this compensation plan will be recorded as either on-shift or off-shift. All on-shift time is compensable. All off-shift time is non-compensable. For the purpose of recording shift time, a calendar day will be defined as beginning at 0001 hours and ending at 2400 hours military time. Meal periods for personnel are not compensable work time.
- C. Minimum Payment** - The minimum compensation for any contract period is two hours of work time for each person on the fire and one hour for each fire unit. Thereafter, time will be computed in multiples of 15 minutes. At no time shall the Contractor be compensated for less than 50 percent of the total time assigned to an incident.
- D. Compensation for Meals & Lodging** - The first meal shall be provided by the Contractor and brought with the unit and is not compensable. Whenever practical, the incident official shall provide additional meals and sleeping arrangements for contract personnel. The Contractor may secure or purchase meals and lodging but shall obtain documented approval from the incident commander, or his designee, prior to making these arrangements if compensation is expected. Receipts and documentation shall be furnished for all lodging. Compensation for lodging and meals shall be made according to state per-diem regulations and at established state per-diem rates. Tips are not compensable.
- E. Administrative Pay** - An administrative fee equal to two additional hours of work at a Firefighter II rate may be added to the contractors time if the Contractor's total man hours on an incident exceeds twenty-four (24) hours.
- F. Hazardous Duty/Overtime** - Consideration of the hazardous nature of fire fighting was used in establishing the compensation scale. No additional compensation will be authorized for hazardous duty. Nor shall there be any adjustments in hourly compensation rates for services rendered for night work, Sundays, work on holidays, or in excess of eight hours per day or forty hours per week.
- G. Ineligible Government Personnel** - Personnel employed by state, federal, or local governments, or active military personnel assigned to fire fighting duty and paid for this duty by their employer are not eligible for compensation to the Contractor under this agreement.
- H. Equipment** - Engines, tenders, and specialized equipment ordered by the Division and provided by the Contractor shall be paid according to rates established by the Division for each classification standard. Vehicles used to transport personnel, equipment, or supplies will be paid mileage rates established by the state of South Dakota.

- I. Water Tenders** - When the Division requests a water tender from a Contractor, the Division shall compensate the Contractor according to water tender classification standards established by the Division.

If a Type I or Type II fire engine is used as a water tender, the Division shall compensate the Contractor at the rate established for water tenders. If a fire engine is redirected to active fire suppression duties, the Contractor shall charge the appropriate rate for a fire engine. Incident records must document the time of change.

- J. Specialized Equipment** - Compensation rates for specialized equipment such as chain saws, portable tanks, portable pumps, portable foam generation and rescue equipment will be established by the Division. Specialized equipment rates will be based on actual hours or days of use.

The compensation rate for portable pumps will include use of suction hose, screen, 100 feet of hose and nozzle. If this equipment is not with the pump, the rate shall be adjusted accordingly.

Compensation rates for specialized equipment do not include compensation for operators.

- K. Normal Equipment Maintenance** - Equipment rates include the costs of regular servicing, maintenance, and normal wear and tear associated with the use of the vehicles and equipment on an incident. Normal maintenance costs include, but are not limited to fuel, oil, filters, tire repairs, tire replacement, repair and replacement of hand tools, hose, and other equipment provided with the unit.

- L. Damage Claims** - Damage to a fire unit or loss of equipment associated with a unit shall be reported to the Division, the incident safety officer, or other appropriate person prior to leaving the fire scene. Claims shall be submitted to the Contractor's insurance company before any damages shall be reimbursed or paid by the Division.

The Claim must be filed immediately with the comprehensive claims unit of the agency with jurisdiction over the fire and, in no event, filed later than four days of the damage.

Because the Division does not guarantee that all damage will be paid, it is highly recommended that a comprehensive insurance package be maintained by the Contractor.

- M. Deduction for Equipment and Supplies** - The Contractor shall pay for or return any equipment or supplies checked out from supply. The Division shall charge for returned items that are damaged or unsuitable for reuse.

The Contractor may choose to have the charges subtracted from the final payment or billed separately. This includes fuel obtained at the fire scene.

- N. **Cleaning and Refitting Equipment** - The Division shall not compensate the Contractor for the time and cost of cleaning and refitting contract equipment after the unit has returned to the point of hire. This is considered normal equipment maintenance.
- O. **Time recording** - Proper check-in and demobilization by contract personnel or the Fire Chief at the fire scene must be with the Incident Commander or the finance section in base camp or at the fire scene. This must be done once per day, at the end of shift, or at the time of crew rotation.
- P. **Billing** – It is the Contractor’s responsibility to supply a true and accurate bill. A detailed “*Fire Suppression Cost Statement*”, receipts, and a copy of the South Dakota Rural Fire Department Wildland Fire Report shall be submitted to the Division within 30 working days after the incident.

All bills for VFDs in Lawrence, Butte, and Harding Counties to be sent to:

South Dakota Wildland Fire Suppression Division
Fire Management Officer
11361 Nevada Gulch RD
Lead, SD 57754-3740

All bills for VFDs in Meade and Pennington Counties to be sent to:

South Dakota Wildland Fire Suppression Division
Fire Management Officer
3305 ½ W. South Street
Rapid City, South Dakota 57702

All bills for VFDs in Custer and Fall River Counties to be sent to:

South Dakota Wildland Fire Suppression Division
Fire Management Officer
2202 University Avenue
Hot Springs, SD 57747-1802

Bills from VFDs in other counties are to be sent to:

South Dakota Wildland Fire Suppression Division
Fire Business Accountant
4250 Fire Station Road, Suite #2
Rapid City, South Dakota 57703

The Division will return any bill found to contain errors. It will be the contractor’s responsibility to correct and re-submit their bill.

- Q. **Reports** - A State Fire Incident Report shall be filed with the State Fire Marshall's Office in Pierre, South Dakota for each forest fire responded to by the Contractor.

- R. Audits** - The Contractor shall permit the Division to audit or review applicable wildfire suppression records including fire logs and wildfire expenditure records, and fire training records during reasonable business hours.
- S. U.S. Forest Service** - Compensation for services performed on fires in the U.S. Forest Service protection area will be billed to the Division at established Division rates. Bills will be certified correct by the responsible U.S. Forest Service District Ranger or his designee before payment is made.
- T. Personnel Payments** - The Division shall make payment to the Contractor. No Contractor personnel will receive direct payment from the state or the federal government. The Division assumes no responsibility for payment of Contractor personnel; this remains solely the responsibility of the Contractor.
- U. Payment** - Payment shall be made by the Division in the following manner: The Division will have 15 working days to review all bills submitted to assure they are proper and correct. Once the bill is accepted as correct, the Division will pay all bills within 45 days of receipt. After 45 days, the "bill" shall accrue interest at 1 1/2% per month, in accordance with state law.