

JOE SHIRLEY, JR.
MEMBER OF THE BOARD
DISTRICT I
P.O. Box 1952, Chinle, AZ 86503

ALTON JOE SHEPHERD
CHAIRMAN OF THE BOARD
DISTRICT II
P.O. Box 994, Ganado, AZ 86505

DOYEL SHAMLEY
VICE CHAIR OF THE BOARD
DISTRICT III
P.O. Box 428, St. Johns, AZ 85936

BOARD OF SUPERVISORS
OF APACHE COUNTY

P.O. BOX 428
ST. JOHNS, ARIZONA 85936

TELEPHONE: (928) 337-7503
FACSIMILE: (928) 337-2003



RYAN PATTERSON
MANAGER-CLERK
ST. JOHNS, AZ 85936

NOTICE OF A SPECIAL PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS

May 15, 2018

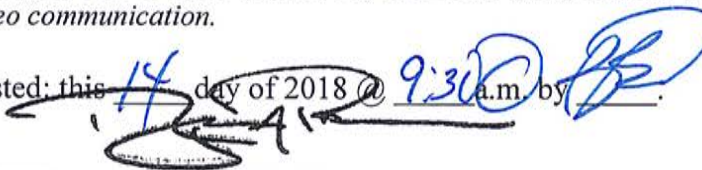
Board of Supervisors' Hearing Room, First Floor
75 West Cleveland Street
St. Johns, Arizona

1:00 p.m. MST (2:00 p.m. DMST)

REVISED *

- 1.*Emergency Management: Discussion and possible approval of a resolution to move unincorporated lands within Apache County into Stage III Fire Restrictions due to extreme fire danger, forecasted weather conditions and competition for available firefighting resources.
2. Emergency Management: Discussion and possible approval of the Cooperative Fire Rate Agreement between Apache County and the Arizona Department of Forestry and Fire Management. This is an ongoing agreement which provides the mechanism for the County to receive reimbursements for fire and law enforcement services.
- 3.*Sheriff's Office: Discussion and possible approval to enter into a Cooperative Law Enforcement Operating Plan with the Apache-Sitgreaves National Forests in the amount of \$11,553.75. This agreement provides increased patrols during weekends, holidays, and other high traffic times on the Apache-Sitgreaves National Forest. This program does not require any matching funds. The amount granted is double what we have received in the past.

Pursuant to the Americans with Disabilities Act, the Apache County Board of Supervisors endeavors to ensure the accessibility of its meetings to all persons with disabilities. If you need an accommodation for a meeting, please contact the Clerk of the Board's office at (928)337-7503, TDD (928)-337-4402 at least 48 hours prior to the meeting (not including weekends or holidays) so that an accommodation can be arranged. One or more members of the Board of Supervisors may participate telephonically or through video communication.

Posted: this 14 day of 2018 @ 9:30 a.m. by 

Ryan Patterson
Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

Submitter's Name: (Individual, Organization, or County Department)

Emergency Management

Date/Signature: Bevan Taylor 5-11-18

Per Blannan
Revised 5/14/18
BB

Describe in detail what you want to say to the Board and what action you want the Board to take:

Emergency Management requests discussion and approval of the resolution to move unincorporated, private lands within Apache County into Stage III Fire Restrictions due to extreme fire danger, forecasted weather conditions and competition for available fire fighting resources

BOS Meeting Date Requested May 15, 2018

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Check if item does not require review _____

Finance Review: _____

Signature _____

Check if item does not require review _____

Human Resources Review: _____

Signature _____

Check if item does not require review _____

Other Review: _____

Signature _____

Check if item does not require review _____

Reviews completed, item approved for Agenda. Board Clerk's Initials _____



RYAN PATTERSON
MANAGER-CLERK
ST. JOHNS, AZ 85936

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

P.O. BOX 428
ST. JOHNS, ARIZONA 85936

TELEPHONE: (928) 337-7503
FACSIMILE: (928) 337-2003

JOE SHIRLEY, JR.
MEMBER OF THE BOARD
DISTRICT I
P.O. Box 1952, Chinle, AZ 86503

ALTON JOE SHEPHERD
CHAIRMAN OF THE BOARD
DISTRICT II
P.O. Box 994, Ganado, AZ 86505

DOYEL SHAMLEY
VICE CHAIR OF THE BOARD
DISTRICT III
P.O. Box 428, St. Johns, AZ 85936

Resolution # 2018 - ____

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY,
ARIZONA, DECLARING STAGE III FIRE RESTRICTIONS DUE TO SEVERE
TEMPERATURES AND EXTREME FIRE DANGER**

WHEREAS, Apache County Board of Supervisors has previously enacted Ordinance 2018-03 establishing the Apache County Outdoor Fire Ordinance detailing restrictions and punishments in certain situations of high fire danger, and;

WHEREAS, Apache County has a legal and ethical obligation to protect the health, safety and welfare of the citizens of Apache County, and;

WHEREAS, the people, lands, infrastructure and economic activities within the boundaries of Apache County are under imminent threat from wildfire due to strong winds, relatively high temperatures, forecasted weather conditions and extremely dry conditions such that the potential of a catastrophic disaster is highly likely, and;

WHEREAS, the threat of such fires serves as a detriment of the County's residents' health, safety, welfare and economic well-being;

NOW, THEREFORE, BE IT RESOLVED, that, effective May 16, 2018 at 12:01 a.m., the Board of Supervisors of Apache County, Arizona, does hereby establish Stage 3 Fire Restrictions as defined in Apache County Ordinance 2018-03, with the obligations and sanctions established therein.

PASSED, ADOPTED AND APPROVED at St. Johns, Arizona on May 16, 2018.

APACHE COUNTY BOARD OF SUPERIVOSRS

By: Alton Joe Shepherd
Chairman of the Board

Beth Bond

From: Joe Young
Sent: Friday, May 11, 2018 10:08 AM
To: Doyel Shamley; Brannon Eagar
Cc: Ryan Patterson; Beth Bond; Joseph Dedman Jr.; Ferrin Crosby; Travis Simshauser
Subject: Re: Agenda - Stage III
Attachments: Resolution Stage III Fire Restrictions.docx

Attached please find the draft resolution for Stage 3 Fire Restrictions

From: Doyel Shamley <doyel.shamley@co.apache.az.us>
Sent: Friday, May 11, 2018 9:50 AM
To: Brannon Eagar
Cc: Joe Young; Ryan Patterson; Beth Bond; Joseph Dedman Jr.; Ferrin Crosby; Travis Simshauser
Subject: Re: Agenda - Stage III

Look good!

On May 11, 2018, at 09:48, Brannon Eagar <beagar@co.apache.az.us> wrote:

Please review the attached agenda item and backup material for the special BOS meeting on Tuesday May 15, 2018.

My understanding is that Joe has already prepared the resolution for Stage III and will include it.

Thank you.

Brannon Eagar
Chief Deputy Apache County Sheriff's Office
Director of Emergency Management - Apache County
Cell 928-245-6294

<Scan0059.pdf>

ORDINANCE NO. 2018-03



OUTDOOR FIRE ORDINANCE

An ordinance of the Board of Supervisors of Apache County, Arizona, repealing Ordinance No. 2014-05 (Open Outdoor Fire Ordinance); establishing fire zones in the unincorporated area; establishing restrictions on certain outdoor fires; providing for the implementation of emergency fire restrictions; and specifying civil and criminal penalties for violations.

Preface

The purpose of fire restrictions is to reduce the risk of human-caused fires during periods of unusually high fire danger and/or burning conditions. Fire restrictions impose many limitations on the public, and therefore should be implemented only after all other prevention measures have been taken. These measures include, but are not limited to: increasing the number of prevention signs, public contacts, media campaigns, increased enforcement of the restrictions, etc. Fire restrictions should be considered when high to extreme fire danger is predicted to persist. Other considerations are the level of human-caused fire occurrences being experienced, firefighting resources available, high human-caused risk potential, live fuel moisture is at or approaching historic thresholds, no significant relief in fire weather potential in the immediate forecast, large fire activity occurring on a unit (within the county) or within the Region, and fire preparedness levels so indicate. An appropriate level of preparedness to meet wildland fire management objectives is based upon an assessment of vegetation, climate, and topography utilizing the National Fire Danger rating system (NFDRS).

Emergency closures have an extreme impact on the public and fire agencies, and are discouraged except under the most severe conditions. Closures should be implemented only in situations where the public's safety cannot be guaranteed. Closures are not justified by fire danger alone, but should be driven by the potential for risk to life safety due to extreme fire behavior, high potential for human-caused fires, severe shortages of resources, and numerous large fires.

BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF APACHE COUNTY AS FOLLOWS:

1. **TITLE**
This ordinance shall be known as the Apache County Outdoor Fire Ordinance.
2. **REPEAL OF PRIOR ORDINANCE**
Ordinance No. 2014-05 the Open Outdoor Fire Ordinance, is hereby repealed in its entirety.
3. **EFFECTIVE AREA /FIRE ZONES**
This Ordinance is effective in the unincorporated area of Apache County, exclusive of areas under the jurisdiction of the United States, the State of Arizona or a federally recognized Indian tribe. For purposes of this Ordinance, the unincorporated area has been divided into two fire zones as depicted on the map attached hereto.

4. **PURPOSE / AUTHORITY OF EMERGENCY MANAGEMENT DIRECTOR**

- 4.1 The purpose of this Ordinance is to help provide a uniform system for political subdivisions in Apache County to determine what fire restrictions are needed and when they are to be put into place during emergency fire conditions.
- 4.2 It is the duty of the Apache County Emergency Management Director/Manager, (after consultation as the Emergency Management Director/Manager deems appropriate, with the U.S. Forest Service ("USFS"), local Fire Districts, state or municipal Emergency Management Directors, or other fire officials) to initiate fire restrictions within any fire zone (or zones) during emergency fire conditions as described in Section 7.
- 4.2.1 The Emergency Management Director/Manager shall utilize the USFS Apache-Sitgreaves NFRDS and Fire Preparedness level indicators (www.fs.fed.us) to help determine when such restrictions are necessary. As a general guideline, emergency fire restrictions should be considered when the Energy Release Components (ERC) reading reaches 90% for the last 5 days.
- 4.2.2 The Emergency Management Director/Manager shall attempt to coordinate with other fire officials in the affected zone(s) a uniform date for implementing such restrictions.
- 4.2.3 When the Emergency Management Director/Manager determines that such restrictions are necessary, and the date of implementation has been determined, the Emergency Management Director shall recommend to the Chairman of the Board of Supervisors or designee, that such restrictions be ordered pursuant to the Chairman's emergency powers under Title 26, Chapter 2, Article 1 of the Arizona Revised Statutes. Upon the issuance of the Chairman's order, the Emergency Management Director shall promptly take appropriate steps to notify residents and visitors of the nature and extent of the restrictions and the effective date.
- 4.2.4 Upon issuance of the initial order, the County shall suspend issuance of burning permits until the emergency fire restriction order is lifted.
- 4.2.5 Upon issuance of the initial order, the Chairman authorizes the Emergency Management Director/Manager to modify the restriction level or cancel the restrictions as conditions warrant per the NFRDS and Preparedness levels indicators to determine the cancellation of restrictions.

The Emergency Management Director/manager shall immediately notify the Chairman and the County Manager of any changes in restriction and provide an update of the change in restrictions at the next legally scheduled Board meeting.

5. DEFINITIONS

- 5.1 "Campfire" means an open outdoor fire used only for the cooking of food or for providing personal warmth for human beings or for recreational purposes.
- 5.2 "Charcoal Fire" means an open outdoor fire which uses primarily charcoal as the combustible material, and which is used only for the purpose of cooking food.
- 5.3 "Combustion Engines" means an engine which generates mechanical power from a fuel. This includes an engine in which combustion is intermittent such as four-stroke, two-stroke, gas turbines, and diesel engines.
- 5.4 "Emergency Management Director" means the County official designated as such by the Board of Supervisors.
- 5.5 "Firearms" means a weapon that launches one or more projectiles at high velocity through the confined burning of a propellant
- 5.6 "Fireworks" means any composition or device consisting of a combination of explosives and combustibles, detonated to generate colored lights, pyrotechnic displays, smoke, and noise for amusement or entertainment purposes.
- 5.7 "Flue" means a pipe, tube, channel, duct or passage through which hot air, gas, steam, smoke or fire may pass, such as a chimney, stovepipe or stack.
- 5.8 "Open Outdoor Fire" means any burning, oxidation or combustion of combustible material of any type in the open where the products of combustion are not directed through a flue, but not including campfires and charcoal fires.
- 5.9 "Recreational Fire" means burning of materials other than rubbish where fuel being burned is not contained in an incinerator, outdoor fireplace, barbecue grill or barbecue pit with a total fuel area of 3 feet (914 mm) or less in diameter and 2 feet (610 mm) or less in height for pleasure, religious, ceremonial, cooking or similar purposes.
- 5.10 "Red Flag Warning" (or "Red Flag Conditions") means a determination by the National Oceanic and Atmospheric Administration to inform the County and other

agencies of the imminent or actual occurrence of extreme fire danger or extreme fire conditions.

6. NON-EMERGENCY FIRE RESTRICTIONS

The following restrictions are in effect at all times in all zones, except as they may be superseded by emergency fire restrictions pursuant to Section 7:

- 6.1** It is unlawful for any person to start, ignite, cause or permit to be ignited, or allow or maintain any open outdoor fire except as allowed by permit through the Emergency Management Director, the applicable Fire District, or the Arizona Department of Environmental Quality pursuant to Title 49, Chapter 3 of the Arizona Revised Statutes. The following fires are exempt from this restriction:

EXEMPTIONS:

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity.

- 6.1.1** Fires used only for the cooking of food or for providing warmth for human beings or for recreational purposes (campfires and charcoal fires); for the branding of animals; for the purpose of frost protection in falming or nursery; or for the disposal of flags pursuant to federal law.
- 6.1.2** Any fire set or permitted by any public officer in the performance of official duty, if such fire is set or such permission is given for the purpose of instruction in the methods of fighting fires.
- 6.1.3** Fires set or permitted by authority of the director of the Arizona Department of Agriculture or by Apache County agricultural agents for the purposes of disease and pest prevention.
- 6.1.4** Fires authorized by special permits as issued by the Emergency Management Director/Manager.
- 6.1.5** After coordination with the Emergency Management Director/Manager, Fires set by or permitted by the federal government or any of its departments, agencies or agents, or by the State or any of its agencies, departments or political subdivisions, for the purpose of watershed rehabilitation or control through vegetative manipulation.

6.1.6 Fires permitted by any rule or regulation adopted pursuant to Title 49, Chapter 3, Article 3 of the Arizona Revised Statutes, by any special or conditional permit issued by a hearing board established under said Article 3, or by any rule or conditional permit issued pursuant to Title 49, Chapter 3, Article 2, when pursuant to ARS § 49-402 the Arizona Department of Environmental Quality has assumed jurisdiction of the portion of Apache County where the fire is located.

6.1.7 Fires permitted by Local Fire Chief's within their Jurisdiction.

6.1.8 Fires for the purpose of burning rubbish, waste material or refuse.

7. **EMERGENCY FIRE RESTRICTIONS**

In addition to the non-emergency fire restrictions set forth in Section 6, the following emergency fire restrictions when ordered and in effect shall apply to the zone(s) in which they have been implemented:

- 7.1 During "Red Flag Warning" conditions, as posted by the National Weather Service, no open outdoor fires, campfires, charcoal fires or outdoor smoking are permitted on either public or private property within the unincorporated area of the affected zone(s).
- 7.2 When it has been determined by the Emergency Management Director/Manager that additional emergency fire restrictions are needed to assure the safety of the public in any zone(s), the Director shall recommend that the Chairman of the Board of Supervisors order additional emergency restrictions at the appropriate restriction stage level.
- 7.3 When it has been determined by the Emergency Management Director/Manager that additional emergency fire restrictions are needed to assure the safety of the public in any zone(s), the issuance of burning permits shall be suspended until the emergency fire restrictions are lifted.
- 7.3.1 Burn permits issued prior to the emergency fire restrictions declaration shall be suspended until the fire restrictions have been lifted.
- 7.4 It shall be unlawful for any person to use fireworks when emergency fire restrictions are in effect. Prohibitions of fireworks include but are not limited to consumer or display fireworks, ground and handheld sparkling devices, cylindrical fountains, cone fountains, illuminating torches, wheels, ground spinners, tracer bullets and/or explosive targets in the unincorporated areas of Apache County.

STAGE I: Fire Restrictions

The following acts are prohibited until further notice:

1. Building, maintaining, attending, or using a fire, campfire, unless noted in the exemptions below.
2. Smoking, except within an enclosed vehicle or building, a developed recreation site, or while stopped in an area at least three feet in diameter that is barren or cleared of all flammable materials.
3. Use of any and all fireworks.
4. Use of Tracer bullets and/or explosive targets.

Note: for the smoking provision, each agency/tribe must cite their actual regulations/laws; therefore the wording for the prohibition may be slightly different.

Exemptions:

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity.

1. Fires used only for the cooking of food or for providing warmth for human beings or for recreational purposes (campfires and charcoal fires) in an area that is designated for that purpose and is barren or cleared of all debris.
2. Persons using a device solely fueled by liquid petroleum or LPG fuels that can be turned on and off. Such devices can only be used in an area that is barren or cleared of all overhead and surrounding flammable materials within 3 feet of the device.
3. Persons conducting activities in those designated areas where the activity is specifically authorized by written posted notice.
4. After coordination with the Emergency Management Director/Manager, any Federal, State, local officer or member of an organized rescue or firefighting force in the performance of an official duty.
5. All land within a city boundary is exempted unless otherwise stated by city ordinance.
6. Other exemptions unique to each agency/tribe.

STAGE II: Fire Restrictions

The following acts are prohibited until further notice:

1. Building maintaining, attending, or using a fire, campfire, charcoal, coal, or wood stove including fires in developed campgrounds or improved sites.
2. Smoking, except within an enclosed vehicle or building.
3. Mechanical and Industrial Prohibitions
 - a. Operating any internal combustion engine other than exemption 7 below.
 - b. Welding, or operating acetylene or other torch with open flame.
 - c. Using an explosive.
4. Operating motorized vehicles off designated roads and trails.
5. Use of any and all fireworks.
6. Use of Tracer bullets and/or explosive targets.

Exemptions:

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity.

1. Persons with a written permit that specifically authorizes the otherwise prohibited act.
2. Industrial operations where specific operations and exemptions are identified and mitigation measures are implemented as outlined in an agency plan.
3. Persons operating internal combustion engines with spark arrestors such as lawnmowers and landscaping equipment in maintained landscaped space.
4. Welding, or operating acetylene or other torch with open flame in an enclosed or developed area designated for that purpose that is equipped with appropriate fire protection.
5. Persons using a device fueled solely by liquid petroleum or LPG fuels that can be turned on and off. Such devices can only be used in an area that is barren or cleared of all overhead and surrounding flammable materials within 3 feet of the device.
6. Operating generators with an approved spark arresting device within an enclosed vehicle or building or in an area that is barren or cleared of all overhead and surrounding flammable materials within three feet of the generator.
7. Operating motorized vehicles on designated roads and trails so long as you park in an area devoid of vegetation within 10 feet of the roadway.
8. Emergency repair of public utilities and railroads and mitigation measures are implemented as outlined in an agency plan.
9. Persons conducting activities in those designated areas where the activity is specifically authorized by written posted notice.
10. After coordination with the Emergency Management Director/Manager, any Federal, State, or local officer, or member of an organized rescue or firefighting force in the performance of an official duty.
11. All land within a town boundary is exempted unless otherwise stated by town ordinance.

STAGE III: Fire Restrictions

Extreme Fire Danger is the method that would be employed if conditions are so extreme that the potential of a catastrophic disaster is highly likely.

Examples include:

- Potential loss of life due to explosive fire conditions.
- Potential for extreme or blowup fire behavior.
- Stage II restrictions are not effective in reducing the number of human-caused fires.
- Resources across the geographic area are at a critical shortage level.

The following acts are prohibited until further notice:

1. Building maintaining, attending, or using a fire, campfire, charcoal, coal, or wood stove including fires in developed campgrounds or improved sites.
2. Smoking, except within an enclosed vehicle or building.
3. Mechanical and Industrial Prohibitions
 - a. Operating any internal combustion engine.
 - b. Welding, or operating acetylene or other torch with open flame.
 - c. Using an explosive.
4. Operating motorized vehicles off designated roads and trails.
5. Use of any and all fireworks.
6. Use of explosive targets.
7. Use of tracer round ammunition.

EXEMPTIONS:

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity.

1. Persons with a written permit that specifically authorizes the otherwise prohibited act.
2. Emergency repair of public utilities and railroads as per attached conditions.
3. Persons conducting activities in those designated areas where the activity is specifically authorized by written posted notice.
4. After Coordination with the Emergency Management Director/Manager, any Federal, State, or local officer, or member of an organized rescue or firefighting force in the performance of an official duty.
5. All land within a city boundary is exempted unless otherwise stated in city ordinance.
6. Other exemptions unique to each town /tribe.

8. **FIRES EXEMPT FROM EMERGENCY RESTRICTIONS**

The following fires are exempt from the provisions of the emergency fire restrictions set forth in Section 7.

EXEMPTIONS:

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity.

- 8.1 Fires set or permitted by any public officer, federal, state or local, in the performance of the officer's official duties.
- 8.2 Fires set or permitted by the State Entomologist or Apache County agricultural agents for the purpose of disease and pest prevention.
- 8.3 After coordination with the Emergency Management Director/Manager, Fires set or permitted by the United States, the State of Arizona or any federally recognized Indian tribe, or any of their respective departments, agencies or political subdivisions, for the purpose of fire prevention or control, or watershed rehabilitation or control through vegetative manipulation.
- 8.4 Any federally recognized Indian Tribe.
- 8.5 Fires permitted by the Emergency Management Director or designee. The conditions of the permit, including permitted date(s) and the nature of the burning, shall be clearly stated on every such permit issued.
- 8.6 Fires permitted by Local Fire Chiefs within their Jurisdiction.

9. **FAILURE TO OBEY LAWFUL ORDER**

Under Emergency Fire Restrictions, Stage II or III, failure to obey a lawful order by the Emergency Management Director/Manager, a peace officer, a firefighter or other officer of a Fire District, or uniformed personnel of the USFS acting within the officers area of Jurisdiction or failure to comply with the requirements of this Ordinance (including without limitation an order to extinguish or put out any lit, burning or smoldering materials during emergency fire restrictions) shall be a distinct and separate violation of this Ordinance.

IO. ENFORCEMENT /PENALTIES

- 10.1 This Ordinance may be enforced by the Emergency Management Director or designee, any peace officer acting within the officer's area of jurisdiction, a firefighter or other officer of a Fire District acting within the officer's area of jurisdiction, or uniformed personnel of the USFS acting within their area of jurisdiction.
- 10.2 Civil Violation. Except as set forth in Section 10.3, when a violation of this Ordinance is undesignated or is designated a first offense by the enforcement official or prosecuting attorney, a person found to have violated this Ordinance shall be deemed to have committed a civil offense and shall be subject to a civil penalty of not less than one hundred dollars (\$100) nor more than seven hundred and fifty dollars (\$750), plus surcharges, fees and court costs, plus restitution for any medical treatment required, reimbursement for emergency response personnel and equipment and any property damage or other economic loss suffered by any person as a result of such violation.
- 10.3 Criminal Violation. When a person convicted of a violation of this Ordinance has previously been charged with a violation of this Ordinance during the preceding 12 months, or has refused to obey the lawful order of an officer as set forth in Section 9, the person shall be deemed to have committed a Class 2 misdemeanor and shall be subject to a fine of not less than two hundred and fifty dollars (\$250) nor more than seven hundred and fifty dollars (\$750) for each violation or count, plus surcharges, fees and restitution for any medical treatment required and reimbursement for emergency response personnel and equipment, and any property damage or other economic loss suffered by any person as a result of such violation.
- 10.4 Continuing violations. If any violation of this Ordinance is a continuing one, each day shall be deemed a separate violation.

SO ORDAINED by the Apache County Board of Supervisors at St. Johns, Arizona on February 26, 2018

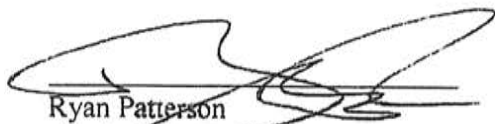
APACHE COUNTY BOARD OF SUPERVISORS

By:

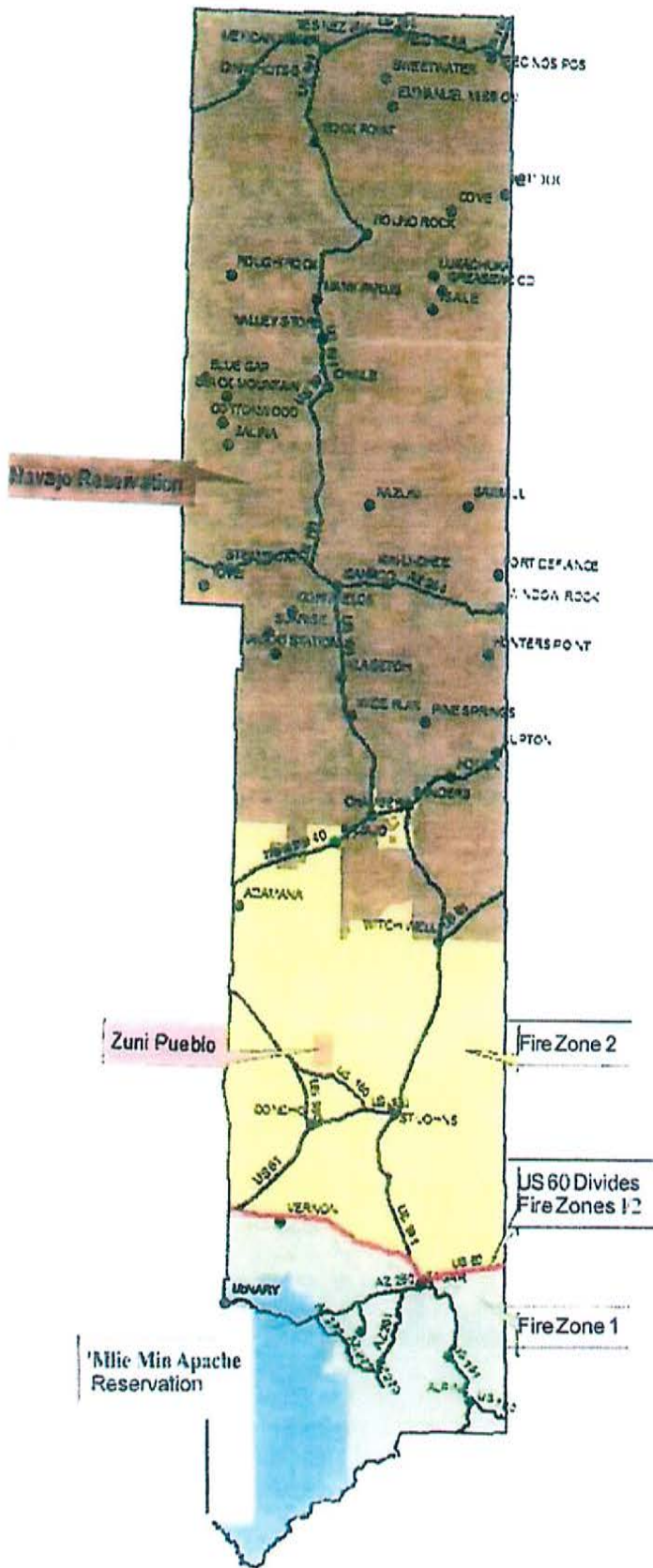


Mr. Alton Sheppard, Board Chairman

ATTEST:



Ryan Patterson
Clerk of the Board
Supervisors



Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

Submitter's Name: (Individual, Organization, or County Department)

Emergency Management

Date/Signature: Deann Egan 5-11-18

Describe in detail what you want to say to the Board and what action you want the Board to take:

Emergency Management requests discussion and approval of the Cooperative Fire Rate Agreement between Apache County and the Arizona Department of Forestry and Fire Management. This is an on-going agreement which provides the mechanism for the County to receive reimbursements for fire and law enforcement services.

BOS Meeting Date Requested May 15, 2018

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Check if item does not require review _____

Finance Review: _____

Signature _____

Check if item does not require review _____

Human Resources Review: _____

Signature _____

Check if item does not require review _____

Other Review: _____

Signature _____

Check if item does not require review _____

Reviews completed, item approved for Agenda. Board Clerk's Initials _____

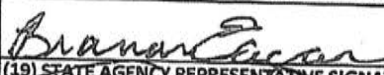

ARIZONA DEPARTMENT OF FORESTRY AND FIRE MANAGEMENT

Cooperative Fire Rate Agreement

COOPERATIVE FIRE RATE AGREEMENT NUMBER			IGA REFERENCE AGREEMENT NUMBER		
02-0058-18			CTY-14-0001-ASSFO		
(1) FIRE DEPARTMENT NAME (COOPERATOR)			(6) STATE DISTRICT OFFICE		
Apache County			Northeast District Office 2922 W. White Mountain Blvd Lakeside, Arizona 85935 Main Office Number: 928-367-0313 Fax: 928-367-1035 dcraig@dffm.az.gov		
(2) PHYSICAL ADDRESS		(3) MAILING ADDRESS			
370 S. Washington		P.O. Box 518			
(4) CITY, STATE, ZIP CODE	(4a) DISPATCH NUMBER	(4b) FAX NUMBER			
St Johns, AZ 85936	928-337-4321	928-337-2709			
(4c) FIRE CHIEF NAME	(4d) EMERGENCY PHONE	(4e) EMAIL ADDRESS	www.dffm.az.gov aidclogistics@dffm.az.gov		
Brannon Eagar	928-245-6294	beagar@co.apache.az.us			
(4f) WILDLAND CONTACT NAME			(7) FEDERAL EMPLOYER ID NUMBER		
Brannon Eagar			866000385		
(5) EFFECTIVE DATES OF AGREEMENT			BEGINNING: 4/1/18		
			ENDING: 4/1/20		
(8) Equipment work rates listed below are based on all operating supplies being furnished by cooperator (WET).			(9) Resources assigned under this Agreement remain employees or property of the cooperator and are subject to cooperators supervision and control and are covered by Cooperators workman's compensation and insurance.		

(10) EQUIPMENT DESCRIPTION						(11) RATES		
NWCG MINIMUM EQUIPMENT STANDARDS	LICENSE PLATE NUMBER	YEAR	MAKE	MODEL	VEHICLE IDENTIFIER	(12) RATE	(13) UNIT HR./DAY	(14) MILEAGE
a. Pickup 4 X 4 3/4 Ton All Body Styles	CA-92355	2015	Dodge	2500		\$65.00	Day	\$0.65
b. Pickup 4 X 4 1/2 Ton All Body Styles	G-894GW	2014	Dodge	2500		\$65.00	Day	\$0.65
c. Travel Trailer 8X32	G-274DL	2003	Fleetwood		1EA1H27203 1588810		Hour	\$2.25
d. Incident Command Trailer 8X24	G-048DM	2003	Haulmark	RT85X20WT2	16HG620223 A008287		Hour	\$1.95
e.								
f.								

(15) SPECIAL PROVISIONS: Cooperator will adhere to terms set to on the General Provisions to Cooperative Rate Agreement FM104A(03/16) attached hereto. FEMA equipment rates will be used for Apache County equipment. Salary rates will adhere to Apache County salary rate schedule.

(16) FIRE DEPARTMENT/AGENCY REPRESENTATIVE SIGNATURE	(17) NAME AND TITLE (PLEASE PRINT)	(18) DATE
	Brannon Eagar, Chief Deputy	3/20/2018
(19) STATE AGENCY REPRESENTATIVE SIGNATURE	(20) NAME AND TITLE (PLEASE PRINT)	(21) DATE
	Darrell Craig.	3-29-2018

**ARIZONA DEPARTMENT OF FORESTRY AND FIRE MANAGEMENT
CFR Continuation Sheet**

COOPERATIVE FIRE RATE AGREEMENT NUMBER					IGA REFERENCE AGREEMENT NUMBER			
(1) FIRE DEPARTMENT / AGENCY NAME (COOPERATOR)					(6) STATE DISTRICT OFFICE			
(10) EQUIPMENT DESCRIPTION					(11) RATES			
NWCG MINIMUM EQUIPMENT STANDARDS	LICENSE PLATE NUMBER	YEAR	MAKE	MODEL	VEHICLE IDENTIFIER	(12) RATE	(13) UNIT HR./DAY	(14) MILEAGE
g.								
h.								
i.								
j.								
k.								
l.								
m.								
n.								
o.								
p.								
(15) SPECIAL PROVISIONS: Cooperator will adhere to terms set to on the General Provisions to Cooperative Rate Agreement FM104A(03/16) attached hereto.								
(16) FIRE DEPARTMENT/AGENCY REPRESENTATIVE SIGNATURE			(17) NAME AND TITLE (PLEASE PRINT)			(18) DATE		
(19) STATE AGENCY REPRESENTATIVE SIGNATURE			(20) NAME AND TITLE (PLEASE PRINT)			(21) DATE		

FORM FM 104 (REPLACES FM 100) Rev 3/16
DISTRIBUTION: ORIGINAL TO STATE, COPIES TO FM DISTRICTS AND COOPERATOR

COOPERATIVE FIRE RATE AGREEMENT NUMBER					IGA REFERENCE AGREEMENT NUMBER			
(1) FIRE DEPARTMENT / AGENCY NAME (COOPERATOR)					(6) STATE DISTRICT OFFICE			
(10) EQUIPMENT DESCRIPTION					(11) RATES			
NWCG MINIMUM EQUIPMENT STANDARDS	LICENSE PLATE NUMBER	YEAR	MAKE	MODEL	VEHICLE IDENTIFIER	(12) RATE	(13) UNIT HR./DAY	(14) MILEAGE
q.								
r.								
s.								
t.								
u.								

V.								
W.								
X.								
Y.								
Z.								
(15) SPECIAL PROVISIONS: Cooperator will adhere to terms set to on the General Provisions to Cooperative Rate Agreement FM104A(03/16) attached hereto.								
(16) FIRE DEPARTMENT/AGENCY REPRESENTATIVE SIGNATURE			(17) NAME AND TITLE (PLEASE PRINT)			(18) DATE		
(19) STATE AGENCY REPRESENTATIVE SIGNATURE			(20) NAME AND TITLE (PLEASE PRINT)			(21) DATE		

FORM FM 104 (REPLACES FM 100) Rev 3/16
DISTRIBUTION: ORIGINAL TO STATE, COPIES TO FM DISTRICTS AND COOPERATORS

GENERAL PROVISIONS TO STATE FORESTER'S COOPERATIVE RATE AGREEMENT FORM FM 104A (01/18)

This Cooperative Fire Rate Agreement is entered into pursuant to the Cooperative Intergovernmental Agreement currently in effect between the State Forester and the Cooperator. The following terms and provisions apply, but in the event of a conflict between this Rate Agreement and the Cooperative Intergovernmental Agreement, the Cooperative Intergovernmental Agreement shall prevail.

1. Reimbursement for expenses incurred under this Agreement follows the most recent version of the Interagency Incident Business Management Handbook (the "Yellow Book"). Cooperators under this Agreement are treated as Cooperators under the Handbook. In the event of a conflict between the Handbook, this Rate Agreement, and/or the Cooperative Intergovernmental Agreement ("IGA"), the IGA shall prevail, followed by this Rate Agreement.

2. Resources assigned under this Agreement remain employees or property of the Cooperator and are subject to Cooperators supervision and control and are covered by Cooperators workers' compensation and insurance.

3. **Safety.** Resources assigned under this Agreement are expected to follow National Wildland Coordinating Group standards ("NWCG Standards"). This includes training, qualifications, and the expectation that resources assigned will be expected to operate unsupported for the first 24 hours of an assignment. Failure to follow these standards may result in resources being removed from the fire line, sent home prior to the end of the assignment, and/or refusal to dispatch such resources to other incidents until the deficiencies are remedied.

(a) The Cooperator must comply with all applicable rules and regulations covered by the Arizona Industrial Commission Occupational Safety Codes, Title 23, Chapter 2, Article 10.

(b) Current NWCG Qualification standards apply. During initial response actions, minimum firefighter qualifications are completion of NWCG FFT2 qualifications. Individuals that are training at or above, or are qualified at or above single resource boss or unit leader level, must have been approved by the State Qualifications Committee.

(c) Fire department personnel must be a minimum of 18 years of age and in adequate physical condition to meet the NWCG Standard 310-1 designated work capacity test physical requirements for the position for which they were ordered. Fire department personnel will carry a current, approved Incident Qualification Card showing the position for which they were ordered.

4. **Equipment Requirements.** Failure to follow these standards may result in resources being removed from the fire line, sent home prior to the end of the assignment, and/or refusal to dispatch such resources to other incidents until the deficiencies are remedied.

(a) **Personal Protective Equipment.** Cooperators must supply and utilize the following minimum required personal protective equipment for wildfire response: hardhat, eye protection, long sleeve fire resistant shirt, fire resistant trousers, leather lace up boots with a minimum 8" top and non-skid soles, leather work gloves, hearing protection, and a fire shelter. Personal protective equipment shall meet current NFPA standards where applicable.

(b) **Condition of Equipment.** Equipment furnished under this Agreement will be equipped to the standards listed in the State Required Equipment Guide 2014. Equipment determined at the time of check in or inspection to be not in safe and operative condition or not compliant with the State Required Equipment Guide 2014 may be rejected by the incident. The incident may allow the Cooperator to correct deficiencies within 24 hours. No reimbursement will be made for rejected equipment.

(c) **Standard Staffing.** Staffing for equipment is determined by capacity of the equipment and the number of personnel needed to effectively operate the equipment. Arizona DFFM expects equipment to be staffed to the capacity allowed by the equipment. Maximum allowable staffing levels for a type 3 engine shall be 5 persons. A Type 6 engine will have a maximum staffing level of 4 persons. All watertenders will be staffed with 2 persons. Arizona DFFM recognizes that not all cooperators may be able to staff at maximum levels. Minimum staffing levels will be at least NWCG minimum staffing plus 1 body for engines and NWCG minimum staffing for water tenders. Chase trucks to allow for maximum staffing levels ARE NOT automatically authorized. Chase trucks must be authorized on the Resource order to be reimbursed.

(d) **Operating Supplies.** Operating supplies are to be provided by the Cooperator. Operating supplies may include but are not limited to fuel, oil, filters, lube/oil changes. Though all operating supplies are to be furnished by the Cooperator, the State may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be deducted from reimbursement to the Cooperator.

5. Equipment Damage.

(a) **Repairs.** Repairs to equipment shall be made and paid by the Cooperator. The State may, at its option, elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be deducted from reimbursement to the Cooperator.

(b) **Equipment Damaged on Incident.** Equipment that cannot be repaired at the site of work by the Cooperator or by the incident, within 24 hours, may be considered as being withdrawn by the Cooperator. Cooperator may be reimbursed for the normal costs of returning equipment and/or personnel to the Home Unit as promptly as emergency conditions will allow. Personnel

assigned to inoperable equipment are limited to 8 hours of compensation per shift unless otherwise dictated by home unit shift schedule.

(c) Loss, Damage or Destruction. Equipment furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this agreement, the Cooperator agrees that what is considered wear and tear under this Agreement is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment. No reimbursement will be made for loss, damage or destruction when (a) it is due to normal wear and tear, or (b) negligence of the Cooperator or the Cooperator's agents which caused or contributed to the loss, damage or destruction, or (c) damages caused by equipment defects unless such defects are caused by negligence of the State or its employees. Vehicular damage claims, not directly related to incident activity, particularly prior to check-in or after demob, should be submitted through the owning agency's insurance prior to submission to the state. Loss, damage, or destruction claims will be evaluated on a case by case basis and evaluated for extraordinary circumstances outside of normal conditions.

(d) Claims. Claims for reimbursement for damage, loss, or destruction of equipment should be submitted separately from the invoice (FM122). Claims documentation must include an S-number, copies of any paperwork submitted to the fire to obtain the S-number, a written description on an ICS Form 213, General Message Form, of how the loss, damage or destruction occurred (who, what, when, where and why), and a copy of the paid receipt. The written description must be signed by incident supervisory personnel, the Logistics Section Chief or designee, and the Incident Business Advisor (IBA). In the absence of an IBA, the signature of the Finance Section Chief or designee is required. On a State jurisdiction incident compensation for loss, damage or destruction is at the discretion of the State, even if an S-number has been issued by the incident.

6. Time Eligible for Reimbursement. The Cooperator may seek reimbursement for personnel and equipment furnished under this Agreement starting at the time the resource leaves its Home Unit, and ending when that resource returns to its Home Unit, unless an allowance for refurbishment and/or rest and recuperation applies.

(a) Home Unit. For travel to and from the incident, the Home Unit for equipment and personnel is the place where that equipment or personnel is normally stationed. For personnel who do not have a normal place they are stationed, the Home Unit shall be the Cooperator's station located closest to their place of residence. When equipment or personnel are moved from one incident directly to another incident, Cooperator must submit separate bills for each incident, and

will be reimbursed for travel between the incidents.

(b) Refurbishment/Rehabilitation. Refurbishment/rehabilitation ("rehab") will be allowed but will be restricted to the time it takes to bring the resource back to fire readiness. The State Forester anticipates that most rehab will occur prior to the resource leaving the incident. However, Cooperators may be reimbursed for personnel time only for rehab after return to the home station. Cooperators will not be reimbursed for rehab time that exceeds 1 hour for engines, water tenders, and vehicular medical/rescue resources and 2 hours for crews. Equipment rates will not be paid for rehab time. Vehicle types not listed above are not eligible for rehab time. Reimbursement for rehab time that exceeds these time frames must be approved by the Arizona State Forester's representative in advance and in writing, and such approval must be presented with the invoice.

(c) Rest and Recuperation (R & R). Cooperator will be reimbursed for personnel R & R after return home from a 14 day assignment (exclusive of travel), under the following conditions: 1) Cooperating agency must have a Policy that allows for R & R and that policy must comply with NWCG Standards as laid out in the Incident Business Management Handbook and filed with the DFFM Office before the beginning of the incident to be considered and 2) the work calculator sheet shall be submitted with the invoice. Comparable costs for backfill are reimbursable.

(d) R & R In Place: For R & R that occurs in place on an incident, Cooperator will be reimbursed personnel costs, meals and hotel costs, if any, and the daily equipment rate. Costs of previously rented and authorized rental vehicles will also be covered. Backfill for additional hours is permitted.

(e) Excessive Work Hours. Work shifts exceeding sixteen (16) hours after the first shift of the incident will not be paid unless accompanied by a written justification on the CTR or other incident documentation completed by the incident commander or immediate incident supervisor.

Excessive work hour limitations do not apply while in travel status (before checking in at the incident or after checking out). Note that excessive travel hours may be subject to agency or incident driving regulations or other limitations. All excessive hours must be mitigated by adequate rest as soon as possible.

7. Equipment. Cooperator may be reimbursed only for equipment listed on the Cooperative Fire Rate Agreement and at the rates listed on that Agreement. Vehicles will be reimbursed at the rates set in the current "Equipment Rates for Cooperative Fire Rate Agreements". Equipment may be designated to be paid an hourly rate or a daily rate on the Cooperative Fire Rate Agreement. Alternatively, Cooperator may designate equipment under an all-inclusive rate as described in 11(f) below.

- (a) Transportation of Equipment. When apparatus is being transported (lowboy), Cooperator may seek reimbursement for the costs of transportation and for the hourly/daily rate for that equipment while it is being moved. Cooperator must provide a copy of the transporter's log showing what hours the vehicle was underway. Cooperator will not be reimbursed additional amounts for trailers used to transport equipment that normally must be moved by trailer (i.e. ATVs and UTVs).
- (b) The hourly rate is intended to reimburse the Cooperator for the costs of operating the vehicle, including the costs of fuel and maintenance. If indicated on the Cooperative Fire Rate Agreement, equipment listed under the daily rate may charge a mileage rate in addition to the daily rate. Equipment does not take a break, and time will not be deducted for breaks when equipment is reimbursed with an hourly rate. However, Cooperator will not be reimbursed for days that equipment reimbursed with a daily rate is not transported or used.
- (c) The hourly/daily rate is not intended to include the cost of personnel used to operate the equipment. Cooperator may seek reimbursement for the costs of assigned personnel, pursuant to this agreement.
- (d) Daily Rate Equipment. Daily Work Rates/Mileage Rates should be documented in column 16-17 of FM 104. Daily rates shall be used for light duty non-tactical vehicles, command vehicles, ATVs/UTVs and miscellaneous equipment. Agency vehicles, included on a resource order, will be reimbursed for the duration of the assignment. Reimbursement will be made on the basis of calendar days for vehicles and equipment included on resource orders. Personally Owned Vehicles (POVs), listed on a CFRA, will be compensated the daily rate only when utilized for line assignments. For fractional days at the beginning and end of the invoiced time, Cooperator will be reimbursed for 50% of the daily rate for periods of less than 8 hours, and the full daily rate for periods of more than 8 hours. Current State equipment rate sheets will be utilized to set these rates.
- (e) Inoperable Equipment. Hourly/daily rates for equipment will not be reimbursed when such equipment is inoperable due to damage, loss, destruction, or lack of qualified personnel.
- (f) If the Cooperator withdraws equipment prior to being released by the incident, Cooperator shall bear all costs of returning equipment to the Home Unit, unless prior written approval is obtained from the Arizona State Forester's representative, and such approval is submitted with the invoice.
- (g) Airport Travel: Travel to and from airports in relation to an incident assignment is reimbursable. Agency vehicles left at the airport for the duration of the assignment will be reimbursed only for the cost of long term parking and mileage (State travel policy, Topic 50, Section 95, Title 3 Airport Parking). No hourly/daily rate will be paid.
- (h) Crew Swaps. Equipment is assigned with the understanding that it may be on assignment for 14 days. Cooperator will not be reimbursed for travel related to a staffing swap that is required before the completion of 14 days unless prior approval by the Arizona State Forester's representative is obtained. If reimbursement for the swap is approved, appropriate vehicles used for crew swaps will be compensated at the daily/hourly rate for that vehicle.
- (i) Additional Equipment including ALS and BLS Kits. Cooperator will be reimbursed for additional equipment when such equipment is ordered on the resource order and listed on the Cooperator's Cooperative Fire Rate Agreement.
- 8. Personally Owned Vehicles (POVs).** POVs not signed up on the Cooperative Fire Rate Agreement may not be used to transport personnel to an incident. POVs signed up on the Cooperative Fire Rate Agreement will be reimbursed pursuant to section 7 above. POVs not signed up on the Cooperative Fire Rate Agreement may be used to transport personnel to the airport if this is the most economical method of travel. POVs used to transport to and from airports will be reimbursed for mileage only at the current state mileage rate. Cooperator may also be reimbursed for reasonable costs of parking pursuant to the State travel policy (Topic 50, Section 95, Title 3 Airport Parking). No parking fees will be reimbursed if return travel occurs on the same day. POVs used must carry the state minimum insurance, and Cooperator certifies that the vehicle is adequately insured when it submits a claim for reimbursement for these vehicles.
- 9. Timekeeping.** Time will be recorded in military time and to the nearest quarter hour.
- 10. Invoices.** Cooperator must submit an invoice to the State to receive reimbursement for expenses incurred pursuant to this Agreement. Invoices must be submitted electronically in the form provided by the State and must be signed by an authorized Cooperator's representative. Invoices must be submitted to the State within the time frame specified in the Intergovernmental Agreement. Invoices received outside this timeframe may be subject to refusal. Separate invoices should be completed for each incident or change in P-Code. Invoices must contain the following information and attachments:
- (a) Unique invoice number, three letter fire district code and incident number. Cooperator should assign the invoice a unique invoice number. Cooperator must include Cooperator's three letter ID and, the P-code.
- (b) Time information. Fire Time Reports (Federal Form OF288) and/or Emergency Equipment Use Invoices (Federal Form OF286) must be submitted. Any hours submitted for reimbursement not documented on an OF-288 or OF-286 must be supported by Crew Time Reports and/or Emergency Equipment Shift Tickets. If the incident does not supply OF288s or OF286s, completed Crew Time Reports (Federal Form SF261) and/or Emergency Equipment Shift Tickets (Federal Form OF297), signed by the Incident Commander, Immediate Supervisor or

Arizona State Forester's representative must be submitted to qualify time for reimbursement, along with a filled-out work calculator sheet. Travel time from the incident to the Home Unit may be documented on Crew Time Reports and/or Emergency Equipment Shift Ticket signed by the Cooperator's authorized representative.

- (c) Meals and Lodging information. Cooperator will be reimbursed for meals and lodging pursuant to State of Arizona Accounting Manual Topic 50, Section 65 on Vendor and other Non-employee Travel. Cooperator should submit a spreadsheet showing meal and lodging expenses. Cooperator must keep meal receipts but these should not be submitted. Lodging receipts must be submitted. See additional information below.
- (d) Supply purchases. Itemized receipts and resource order form with order #'s for authorized supply purchases are required and subject to state review.
- (e) Resource orders. Cooperators must include a copy of the resource order(s) showing all equipment and personnel for which the Cooperator seeks reimbursement.
- (f) Claims. Claims for damages to equipment should be submitted separately.
- (g) DFFM Approval. Where this agreement requires approval from an Arizona State Forester's Representative, such approval may be obtained from the DFFM Representative assigned to the fire, or from the Arizona DFFM District Manager for the area where the Cooperator is located, or from the Arizona DFFM Fire Management Officer. Such approval should be documented in writing (email is sufficient) and must be included with the invoice.
- (h) Unusual Circumstances. If Cooperator encounters unusual circumstances that make compliance with the terms of these General Provisions impossible, Cooperator should consult with an Arizona State Forester Representative as to how to accommodate the situation.

11. Reimbursements.

- (a) Special Work Rates. If a specific work rate or work rate amendment is not in place for planned events within Arizona such as preparedness patrols, prescribed burns, and various non-emergency activities, the default equipment rate will be 50% of standard hourly rate. In-State planned event default personnel rates will be as provided in this section without allowance for excess costs due to backfill or coverage.
- (b) Career Personnel Rates. Cooperator shall charge actual labor expenses including eligible overtime and employer related expenses in accordance with each department's pre-existing labor contracts and pay schedules. A copy of the pay schedule with grade ranges shall accompany this Agreement. Pay schedule revisions occurring during the agreement period will be provided to the State. Non budgeted costs incurred by fire departments for required backfill or coverage will

be eligible for reimbursement up to the limits imposed by the following section.

- (c) Backfill: Costs accrued as a result of backfill of assigned personnel or those personnel on R&R as a result of assignment are potentially reimbursable. Reimbursable costs are those costs incurred when an individual's backfill rate exceeds the base rate of the individual on assignment. DFFM will reimburse the difference in the two rates up to the rate of the top step of the rank of the individual on assignment. Backfill costs above the top step of the rank of the individual on assignment will not be reimbursable.
- (d) Volunteer and Supplemental Personnel Rates. Cooperator will charge the State for volunteer and supplemental fire personnel at the current rates outlined in the Arizona State Forester's Emergency Pay Plan for Seasonal Hires for the position for which they were ordered. Supplemental Fire employees are defined per NWCG Memo #004-2009. The pay period is defined as a seven day work week beginning the first day of the incident, e.g., Monday through Sunday. Overtime will be paid for hours in excess of 40 hours.
- (e) Employer Related Expenses (ERE). Employer Related Expenses covered for time while on the assignment will be as follows:

- Workers Compensation
- Unemployment Insurance
- FICA taxes
- Retirement
- Long term disability

Note that when calculating the rate for overtime, fixed rate insurance expenses are not included.

- (f) Wildland Fire Incentive. Rates applied out of district will be the same as applied in district for similar services and responses.
- (g) All Inclusive Rates. If agreed to by AZDFFM and Cooperator and included on the Cooperator's "Cooperative Fire Rate Agreement", Cooperator may charge an all-inclusive rate that would include the costs of equipment, personnel and backfill (as applicable). Cooperator agrees that the billing method included in the "Cooperative Fire Rate Agreement" is binding for the year it is applicable and must be used unless the "Cooperative Fire Rate Agreement" is amended.
- (h) Administrative fees. Cooperator will be reimbursed for reasonable administrative costs incurred preparing invoices. If there are issues with the invoice and it is returned to the Cooperator for a revision, hours incurred to revise the invoice will not be reimbursed. Cooperator may not seek reimbursement for overtime pay incurred to prepare wildland invoices. Cooperator may seek reimbursement for reasonable costs incurred if Cooperator's invoices are prepared by Cooperator's contractor (for instance, an accountant or CPA).

(i) Meal and Lodging Expense Reimbursement. Arizona DFFM is governed by State Policy in how it reimburses non-State employees for travel expenses incurred while on State related business. State of Arizona Accounting Manual Topic 50, Section 65 on Vendor and other Non-employee Travel provides the direction that DFFM is required to follow. Stated meal and lodging reimbursement rates are for maximum reimbursement for actual costs incurred, and are not per-diem rates.

(i) Meals. Cooperators are expected to be self-sufficient during initial attack. Cooperators will not be reimbursed for meals incurred during the first 12 hours of deployment, whether in travel status or on an incident in state. After the first 12 hours, meals may be reimbursed if: 1) the request complies with applicable portions of the State travel policy (Topic 50, Section 95.); 2) the allowed amount of gratuity for reimbursement must not exceed 20% of the total cost of meal before taxes, and when combined with the total cost of the meal plus taxes it does not exceed the state allowed maximum rate in order to be fully reimbursed; 3) the incident is not providing meals; 4) receipts are kept on file by the Cooperator and produced for audit as requested by DFFM; and 5) if meals are on individual receipts Cooperator will be reimbursed for the actual cost of the meal or the maximum allowable amount, whichever is less; if meals for multiple crew members are on the same receipt, Cooperator will be reimbursed for the actual cost of the meal or maximum allowable amount times the number of crew members, whichever is less.

(ii) Lodging. A Cooperator may only be allowed in-state lodging reimbursement by DFFM if their resource order allows lodging. Any approved lodging (in-state or out of state) shall be reimbursed according to current State travel policy and only for actual costs incurred up to the stated maximum rate for that geographic area. Utilizing lodging above the stated maximum is at the Cooperator's own risk as the overage shall not be reimbursed by DFFM. For any reimbursement of lodging, an itemized receipt signed by the occupants of the room must be submitted with the invoice.

(j) Rental Vehicles. Cooperator may seek reimbursement for rental vehicles, when listed on the Resource Order. For in-state vehicle use, Cooperator will not be reimbursed for additional insurance purchased. For out of state only, Cooperator will be reimbursed for the costs of the rental vehicle and CDW insurance. Please note that at all times resources ordered under this Agreement remain the employees of Cooperator, and Cooperator's insurance coverage is responsible. For this reason, Cooperator may wish to obtain additional rental vehicle insurance coverage, even though this coverage will not be reimbursed by the State.

Rental vehicles should be commensurate with position requested on resource order. 4x4 and high clearance vehicles are appropriate for fire line positions. SUVs above the Full size class must be approved by the incident or Arizona DFFM unless no other vehicles are available due to activity in the area.

(k) Miscellaneous. Reimbursement for miscellaneous costs listed on the resource order will be at the discretion of the State.

12. General provisions.

(a) Disputes. In the event of a dispute, the parties agree to arbitrate the dispute to the extent required by A.R.S. § 12-1518.

(b) Termination. The State may cancel this agreement without penalty or further obligation pursuant to A.R.S. § 38-511.

(c) Failure to adhere to these provisions may result in the Cooperator forfeiting all rights to reimbursement.

(d) Audit. Within a 5 year period of invoice submittal, the state at its discretion may request a review of fire invoicing documentation.

(e) The Parties agree to comply with all applicable Federal or State laws relating to equal opportunity and non-discrimination.

(f) Pursuant to A.R.S. § 35-214, the Cooperator shall retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Cooperator shall produce the original of any or all such records.

(g) This agreement shall be subject to available funding, and nothing in this agreement shall bind the State to expenditures in excess of funds appropriated and allotted for the purposes outlined in this agreement.

(h) The Cooperator assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplies by third parties to the Cooperator toward fulfillment of this Contract.

Instructions for Completing the Arizona State Foresters Cooperative Fire Rate Agreement FM104 (rev 01/18)

Complete the Cooperative Fire Rate Agreement (FM 104) as follows:

Lines 1, 2, and 3. Fire Dept/Agency Name.

Line 4a Day Phone No. Fire Department Business Phone.

Line 4b. Fire Department Emergency Phone.

Line 4c. Fire Department Fax #.

Line 4d. Fire Department email address.

Line 5. Federal Employer ID Number. Needed for payment. All fire departments, fire districts, and non-profits will need to list Federal Employer Identification #. *Example 86-0334576*

Lines 6, 7, 8, 9 & 10. State District Responsible for the Agreement, Address, City State, Zip Code, Phone Number and Website.

Line 11. Effective Dates of Agreement. The State Forester requests a two year agreement. Amendments may be used to add/subtract/change agreement.

Line 12. Operating Supply Statement. Self explanatory.

Line 13. Operator Statement. Self Explanatory.

Line 14. Equipment Description. List equipment to be made available to the State. Include ICS type, License #, Unit #, Model, Year, gallon capacity, G.P.M., 4x4, 4x2, and foam capability.

Line 15. Standard Staffing. List your standard staffing number with each piece of equipment. The State has designated standard staffing levels for engines as the NWCG standard plus one body.

Lines 16 & 17. Rates. The State Forester request that fire departments submit rates in the following categories.

1. Hourly rates for tactical apparatus. Rates per State Forester's Equipment Rate Sheet.
2. Daily rates plus mileage for command, light vehicles, such as pickups and sedans. Rates per State Forester's Equipment Rate Sheet. Please refer to the General Revisions in regards to personal operated vehicles as daily rates may not be applicable.

3. Other specialized equipment – contact your District Forester.

Personnel Rates: You do not need to enter personnel rates. Personnel rates will be paid in the following systems:

Career Personnel Rates: Actual labor expenses including eligible overtime and employee related expenses in accordance with your department’s pre-existing labor contract or pay schedules.

Fire Department Backfill or Coverage Costs: Actual excess costs to the fire department incurred for required backfill or coverage will be eligible. *For example: A fire department has to bring in an off duty firefighter for 10 hours shift coverage at time and one-half salary because their normal person is on a State Wildfire for 10 hours. In this case the State would be responsible for the additional one-half salary cost the fire department has incurred.*

Volunteer Personnel Maximum Rates:

POSITION/RANK	ALLOWABLE RATE
WILDLAND FIREFIGHTER	AD -C
ADVANCED WILDLAND FIREFIGHTER	AD - D
ENGINE BOSS	AD - F
NWCG HIGHER QUALS	Contact District Forester

See website for current AD rates.

Please refer to the General Provisions that state Administrative or Special Wildland Fire Incentive Fees/Pay will not be reimbursed.

Line 18. Special Provisions. Space for any special provisions that your department or the State Forester needs to incorporate into the agreement. Be sure to contact your State Forester representative to see if the language will be acceptable. Be sure to include a reference incorporating the Cooperative Fire Rate General Provisions, FM104a here also (and attach them to the agreement).

Line 19. Fire Dept/Agency Representative (Signature). Needs to be signed by Fire Chief or other authorized representative of your fire department before the State signs the agreement.

Lines 20 & 21. Name and Title (Printed) and Date. Self Explanatory.

Lines 22, 23, & 24. State Forester Representative, Name & Title, Date. Last signature on the agreement.

MAILING. The Fire Department is to mail the signed and completed CFR form in its entirety to the appropriate State Forester Representative. The State will assign the agreement #, sign the bottom section and mail an executed copy back to the fire department.

EMAILING: If capable, the Division also requests an electronic copy emailed to the addresses below.

Listed below are names and addresses of the State Forester Representatives:

<p>Aaron Green Northern District Manager Arizona State Forestry 3650 Lake Mary Road Flagstaff, AZ 86001 928-774-1425 agreen@dffm.az.gov Coconino County</p>	<p>Gene Beaudoin Northeast District Manager Arizona State Forestry 3048 White Mtn. Blvd. Pinetop, AZ 85935 928-367-0313 gbeaudoin@dffm.az.gov Apache and Navajo Counties</p>	<p>Steve Millert Southeast District Manager Arizona State Forestry Division 3740 E 43rd Place Tucson, AZ 857143 520-628-5480 smillert@dffm.az.gov Pima, Pinal (South of Gila River), Cochise, Graham, Greenlee, and Santa Cruz Counties</p>
<p>Dan Colgan Central District Manager Arizona State Forestry 2901 W. Pinnacle Peak Phoenix, AZ 85027 623-445-0274 dcolgan@dffm.az.gov Maricopa, Gila, Yuma, LaPaz, and Pinal (North of Gila River) Counties</p>	<p>Russ Shumate Northwest District Manager Arizona State Forestry 1133 West Road 3 North Chino Valley, AZ 86323 928-778-9567 rshumate@dffm.az.gov Yavapai and Mohave Counties</p>	

NOTE: Ambulances should only be hired if the incident is in such a remote location that local EMS or an area medical helicopter is not available. Ambulances will be under hire for incident use only and will be required to be available during off-shift hours if needed for emergency transport. No additional compensation will be allowed for this availability. 2:1 work/rest guidelines will be maintained.

TYPE	RATE TYPE	MINIMUM PERSONNEL	RATES
Ambulance (ALS)	Unoperated, personnel rates to be included	2 – (1) ALS and (1) BLS	\$56.00/Hour
Ambulance (BLS)	Unoperated, personnel rates to be included	(2) BLS	\$51.00/Hour
ALS Kit			\$215/day
BLS Kit			\$150/day
Patient Transport	Mileage Rate \$1.25/mile		normal DHS transport rate

For ALS/BLS kits with less than 8 hours in the day, the rate would be reduced to half of the posted daily rate.

Equipment

The resource order must specify whether ordering an ALS or BLS ambulance, or an ALS or BLS Kit. Equipment shall be stored in a manner that makes it easily transportable by helicopter.

Personnel

All personnel must complete the annual Fire Line Safety Refresher.

Medical Transport: When the ambulance is mobilized to transport a patient the hourly rate is dropped to \$0.00 and the ambulance reverts to their normal DHS billing procedures for the medical incident however the mileage rate would be \$1.25/mile. Medical transport shall be documented on the shift ticket. A copy of the transport paperwork showing the incident name and E# of the resource shall be turned in with the shift ticket to Finance (if available) or the District Office for documentation purposes. If no patient care or transport occurs, the ambulance will be paid the hourly rate for the time worked.

Ambulances are to be contracted wet (fuel provided by the resource).

When ordering ambulances, consideration should be made for providing adequate work/rest ratios.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Sheriff's Office

Date/Signature: 5/9/2018 *Brian Pagan*

Describe in detail what you want to say to the Board and what action you want the Board to take:

Sheriff's Office requests authorization to enter into a Cooperative Law Enforcement Operating Plan with the Apache-Sitgreaves National Forests, in the amount of \$11,553.75. This agreement provides increased patrols during weekends, holidays, and other high traffic times on the Apache-Sitgreaves National Forest. This program does not require any matching funds. The amount granted is double what we have received in the past.

BOS Meeting Date Requested June 5, 2018 *Place on May 15th per Brian Pagan* 

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Check if item does not require review _____

Finance Review: _____

Signature _____

Check if item does not require review _____

Human Resources Review: _____

Signature _____

Check if item does not require review _____

Other Review: _____

Signature _____

Check if item does not require review _____

Reviews completed, item approved for Agenda. Board Clerk's Initials _____

Beth Bond

From: Joe Young
Sent: Thursday, May 10, 2018 12:30 PM
To: Beverly Parks; Ryan Patterson; Beth Bond
Cc: Brannon Eagar; Doyel Shamley
Subject: RE: Agenda item request for June 5th

I have no legal issues with the agreement

From: Beverly Parks [mailto:bparks@co.apache.az.us]
Sent: Wednesday, May 09, 2018 3:20 PM
To: Joe Young; Ryan Patterson; Beth Bond
Cc: Brannon Eagar; Doyel Shamley
Subject: Agenda item request for June 5th

Joe,
Please look over the attached Cooperative Law Enforcement Operating Plan. It is the same agreement we get every year from the Apache Sitgreaves National Forest. This pays overtime for deputies to patrol campgrounds. This agreement will be effective January 2018 – December 2018.

The first page shows a change in funding. We had funds remaining on last year's agreement, in the amount of \$1,553.75. The modification allows the funds to roll over onto this year's agreement.

If you are fine with it, please C'c all on this email so we can move forward with getting this on the agenda in June. If you have any questions, please contact either myself or Brannon.

Thank you,

Bev Parks



MODIFICATION OF GRANT OR AGREEMENT

PAGE	OF PAGES
1	9

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 17-LE-11030121-008		2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: 001
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Apache-Sitgreaves National Forests P.O. Box 640 30. South Chiricahua Drive Springerville AZ 85938		5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Douglas Andrew Pederson, Patrol Captain Apache-Sitgreaves National Forests 1824 S Thomas Street Flagstaff, AZ 86001 Phone: 928-477-2255 email dapederson@fs.fed.us	
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Apache County Sheriff's Office P.O. Box 518 St. Johns AZ 85936		7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only): N/A	

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: An additional amount of \$10,000 is added to the agreement through this modification. A 2018 Annual Operating Plan for this modification is attached as Attachment A.
<input type="checkbox"/>	ADMINISTRATIVE CHANGES:
<input type="checkbox"/>	OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):
This modification adds additional funding as the 2018 Annual Operating Plan.

10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input checked="" type="checkbox"/>	Revised Financial Plan
<input type="checkbox"/>	Other:



FS Agreement No. 17-LE-11030121-008
Cooperator Agreement No. _____

EXHIBIT A

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &
FINANCIAL PLAN
Between The
APACHE COUNTY
And the
USDA, FOREST SERVICE
APACHE-SITGREAVES NATIONAL FORESTS**

2018 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Apache County, hereinafter referred to as "Apache County or Cooperator," and the USDA, Forest Service, Apache-Sitgreaves National Forests, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #17-LE-11030121-008 executed on May 1, 2017. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning January 1, 2018 and ending December 31, 2018.

Previous Year Carry-over: \$1,553.75
Current Fiscal Year Obligation: \$10,000.00
FY2018 Total Annual Operating Plan: \$11,553.75

I. GENERAL:

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principle Apache County Contacts:

Apache County Program Contact	Apache County Administrative Contact
Joseph Dedman Jr., Sheriff Apache County Sheriff's Office PO Box 518 St. Johns, AZ 85936-0518 Phone: 928-337-4321 FAX: 928-337-2709 Email: jdedman@apachecounty.net	Beverly Parks Apache County Emergency Management PO Box 518 St. Johns, AZ 85936-0518 Phone: 928-337-4321 FAX: 928-337-2709 Email: bparks@co.apache.az.us



Principle U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Douglas Andrew Pederson U.S. Forest Service Law Enforcement Officer 1824 S Thomas Street Flagstaff, AZ 86001 Phone: 928-477-2255 Email: dapederson@fs.fed.us	Shanea Clawson Grants Mgt. Specialist Apache-Sitgreaves National Forests P.O. Box 640 Springerville AZ 85938 Phone: 928-333-6342 FAX: 928-333-5966 Email: shaneakclawson@fs.fed.us

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

Mileage: \$0.55/mile patrolled

Per diem: Not applicable

Wages: Actual wages not to exceed \$34.00/hour plus actual fringe benefits for the individual officer not to exceed \$15/hour.

Actual rates charges under this agreement will be charged as per the rank of the individual Sheriff's Deputy involved in the specific actions.

II. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Apache County and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:

Patrol all areas of the **Alpine, Springerville, and Lakeside Ranger Districts** on NFS lands within Apache County, with primary emphasis on the Black River and Greer areas.

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

Luna Lake, Alpine Divide, West Fork and East Fork of Black River, Big Lake, Winn, South Fork, Benny Creek, Hoyer, and Los Burros Campground; and Alpine, Springerville, and Lakeside Ranger Districts.

Patrol recreation areas and dispersed areas on weekends, with special emphasis on the Memorial Day, Independence Day and Labor Day holiday weekends, from the period of May 1 through September 30. Patrol emphasis should be from 1300 to 2200 hours.



Total reimbursement for this category shall not exceed the amount of: **\$11,553.75.**

III. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Apache County whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression and fire severity situations and upon request by the Forest Service pursuant to an incident resource order, the Apache County agrees to provide special services beyond those provided under Section II-A, within the Apache County's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Apache County will be compensated at the rate specified in Section I-B; the U.S. Forest Service will specify times and schedules. Upon concurrence of the local Patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Apache County personnel assigned to an incident where meals are provided will be entitled to such meals.

All requests to provide additional law enforcement support on National Forest System lands during extreme fire conditions will become effective and reimbursable only when the Forest Service specifically requests assistance through the Forest Dispatch or Expanded Dispatch Office, a Resource Order Number is provided, and the County Dispatch Office is notified of the request. Initial attack responses without a Resource Order by the Forest Service are not reimbursable.

Upon request and concurrence by the Apache County,



The Apache County shall:

- a. Provide to the Forest Service, fully equipped Sheriff's Deputies who meet the standards of training as listed in the Cooperative Law Enforcement Agreement, Provisions II-B, including appropriate vehicles(s), in numbers requested by the Forest Service to provide law enforcement for fire severity or fire suppression situations. These duties are above and beyond the customary duties that are routinely provided by the Apache County and will be covered under Special Enforcement Situations. The Sheriff's Deputies will continue to work under the direction of the Sheriff's Department. The Sheriff's Deputies will coordinate their patrol activities with the U.S. Forest Service Patrol Captain, or their designee, while assigned to each specific fire severity or fire suppression patrol area, and coordinate their activities with the Incident Commander while assigned to each specific wildland fire severity or fire suppression situation. All Deputies assigned to a wildland fire severity or fire suppression situation are required to follow Check-in and Demobilization procedures.
- b. Assign Sheriff's Deputies requested by the Forest Service for fire severity or fire suppression situation patrols and law enforcement.
- c. Furnish itemized statements of expenditures to the Forest Service for the fire severity or fire suppression situation services requested by the Forest Service, at the address below:

Douglas Andrew Pederson, Patrol Captain
U.S. Forest Service
Law Enforcement Officer
1824 S. Thomas Street
Flagstaff, AZ 86001
Email: dapederson@fs.fed.us

The Patrol Captain will review and approve the invoice, and forward the invoice and support documentation to Incident Finance for payment.

Billing requests will include the following information:

- Apache County Name, address, phone number and agency financial contact
- Invoice or Bill number;
- Resource Order number(s);
- **Appropriate incident number** (State code or Forest Service P-code and override);
- Cooperative Law Enforcement Agreement number;
- Dates of the incident covered by the billing; and
- Location and jurisdictional unit of the incident.

Summary cost data for the amount being billed:



Use incident-generated cost reports generated by the Agency to support the billing whenever possible. Summary cost data may include, but not limited to, a list of personnel expenses including base, overtime and travel and a listing by vendor name and amount spent for supplies and services procured.

The Forest Service shall:

- a. Relay requests to the Apache County to provide fully equipped Sheriff's Deputies, including vehicles, through Forest Service Dispatch or Expanded Dispatch Office to the County Dispatch Office, including specific information on numbers of Deputies needed, tour, location, expected length of duty, authorization for overtime expenditures, and fire severity (S-code) or fire suppression (P-code) for billing. A resource order number must be issued by the Forest Service to support each request. The resource order number will be provided to the Apache County by the Forest Dispatcher.
 - b. Post each Deputy's time and vehicle mileage to a Fire Time Report (Optional Form 288) to provide documentation to support payment of each itemized statement of expenditures provided by the Apache County.
 - c. Reimburse the Apache County for requested fire severity or fire suppression special enforcement situation services that are provided and covered under this Section, at the prevailing rates as per Section I, Paragraph B above.
3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

IV. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

- A. Billing shall be not less than quarterly and is on a reimbursable basis.
- B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.



Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$11,553.75	100%
Training	\$0.00	N/A
Equipment	\$0.00	N/A
Special Enforcement Situations	\$0.00	N/A
Total	\$11,553.75	100%

- C. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or de-obligated at the request of the U.S. Forest Service. See *Cooperative Law Enforcement Agreement Provision IV-D*.

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.