

ARIZONA STATE FORESTER'S
COOPERATIVE INTERGOVERNMENTAL AGREEMENT

This Cooperative Agreement is made by and between Cochise County (County), and the State Forester.

This Agreement supersedes all previous Cooperative Agreements and will be effective for a period of (4) four-years from the date of final signature, unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This Agreement shall be reviewed every (2) two years at a meeting of both parties to assess continuing necessity and viability. This Agreement will be automatically renewed for successive periods of (4) four-years unless either party shall give notice in writing to the other not less than (30) thirty days nor more than (90) ninety days prior to the initial or renewed expiration date. Further, this Agreement may be cancelled by either Party at any time upon (30) thirty-day written notice to the other party. At the termination of this Agreement, each party shall return to the other party any equipment belonging to that party.

RECITALS:

WHEREAS the County and State Forester wish to enter into a Cooperative Agreement for the protection of forests and wildlands, and assistance with fire and nonfire national, state, and county emergencies and multiagency logistical support in this state and other states;

WHEREAS the State Forester and the County have a duty and responsibility to respond to wildland fire and other nonfire national, state and county emergencies;

WHEREAS the State Forester is authorized to enter this Cooperative Intergovernmental Agreement under A.R.S. Sections 37-623(F) and 37-623.02,

WHEREAS the County is authorized to enter this Cooperative Intergovernmental Agreement under A.R.S. 11-251.61 and .63 and 26-308,

WHEREAS it is an Intergovernmental Agreement entered into pursuant to A.R.S. §11-952; and

NOW THEREFORE, the parties to this agreement do hereby agree as follows:

1. THE STATE AGREES:

- A. To pay and reimburse the County for County resources used for incident support, and other incident related activities within the State's jurisdiction at the rates established per the Cooperative Fire Rate Agreement (State Form FM104) on file with the State Forester;
- B. To reimburse the County under an approved Federal Emergency Management Agency Fire Management Assistance Grant (FMAG) for eligible costs relating to Essential Assistance as described under Subpart C, 204.42, CFR 44 and Section 403 Robert T. Stafford Disaster Relief and Emergency Assistance Act 42 U.S.C. 5121. These costs are commonly known as Category B expenses and must be incurred during the declared emergency period as defined in the grant declaration. Under an approved FMAG, the State shall reimburse the county 90% (75% Federal share, 15% State share) of its eligible costs. The remaining 10% cost share is borne by the County.
- C. That resource orders originating from the County and ordered through the County Emergency Operation Center will be considered potential Category B expenses.
- D. That resource orders originating from the Incident and ordered through the State Forestry Dispatch Center will be considered potential Category H (direct fire fighting) expenses.
- E. To provide State Forestry resources and resources under State Forestry agreement to the County for wildland fire suppression, pre-suppression, and for unplanned all-risk emergencies, for incidents that originate on county owned property, when requested by the County and deemed available by the State Forester. Per A.R.S. 37-623.02H, the State Forester may require reimbursement for cost incurred for these requested resources. Payment for the State's resources will be negotiated as

soon as practical after each request and will be based upon one or more of the following factors: the type of request, resources furnished, jurisdiction, land ownership, threat to State jurisdiction, state or federal emergency declaration status, and the actual cost of those resources to the State.

- F. To make available organization and training technical assistance and other expertise to the County as staffing may allow;
- G. To make available such equipment as can be obtained and is suitable for the use of the County in fire management and emergency work;
- H. The County may purchase wildland firefighting equipment and supplies through the State Forester's procurement system.

2, THE COUNTY AGREES:

- A. The County Emergency Manager shall be the coordinator for all County Departments for the implementation of this agreement.
- B. Reimbursement for emergency assistance and cooperation provided by the County at the request of the State for emergency services shall be pursuant to the Cooperative Fire Rate Agreement (State Form FM 104).
- C. That no reimbursement for loss of County equipment due to ordinary wear and tear will be made. Condition of equipment to be determined by inspection conducted at check-in to and demobilization from an incident.
- D. To submit claims for reimbursement to the State within thirty (30) days after release of its personnel and/or equipment in the manner and form prescribed by the State; in the event of a Federal Declaration, timeframes for submission of claims for reimbursement will be extended to conform with direction provided in the emergency declaration; Said manner and form are available in the Arizona State Forestry Billing Procedures Manual. This Billing Procedures Manual is available on the Arizona State Forestry website at <http://www.azsf.az.gov>;
- E. To participate to the extent possible in fire prevention activities as requested by the State;
- F. That County resources assigned to an incident will accept direction and supervision by the State Forester or his duly authorized representatives while engaged in fire suppression and emergency related activities at the State's request;
- G. To maintain emergency incident training qualifications as set forth by the State; Qualifications are defined in the National Wildfire Coordinating Group (NWCG) publication Wildland Fire Qualifications Subsystem Guide Handbook 310-1, and as defined by the Federal Emergency Management Agency (FEMA) and documented as part of the National Incident Management System (NIMS);
- H. To accept and use equipment obtained from the State pursuant to this agreement ("Assigned Equipment"); to maintain the Assigned Equipment in operable condition and state of readiness, and promptly report any loss or damage of such equipment to the State; to obtain prior approval for any planned alterations of the Assigned Equipment from the State; to provide adequate shelter from the weather elements for the Assigned Equipment; upon request, the Cooperator will promptly provide the State Forester with a report of the condition of Assigned Equipment; that the Assigned Equipment may not be sold, transferred, loaned or otherwise disposed of, or traded, but must be returned to the State Forester; the assigned equipment will be painted and identified and marked in a manner that will indicate the cooperation between the County and the State; and if the equipment is not used as provided by this agreement, the State Forester may remove said equipment upon written notification.

3. JOINT PROJECTS:

The County and the State may jointly conduct appropriate mutual interest projects from time to time to maintain and improve the parties' emergency services and fire protection capability. Such projects will be documented and will set forth the objective of each undertaking and the role each agency will play in accomplishing that objective. The documentation shall show the anticipated cost, the amount of each agency's share of the cost, and the anticipated duration of the undertaking. Project specific work agreements may be developed to exchange funds between the County and State.

4. MUTUAL AGREEMENTS:

- A. That every obligation of the State Forester or the County under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation; if funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either Party at the end of the period for which funds are available. No liability shall accrue to either Party in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments for any damages as a result of termination under this paragraph.
- B. Amendments: This agreement may be modified only by a written amendment signed by both parties. However, if mutually agreed, the parties may enter into specific supplemental, written agreements, subject to appropriate approvals, to accomplish the goals of this agreement and to carry out its terms and conditions.
- C. Dispute Resolution: In the event of a dispute, the parties agree to arbitrate the dispute to the extent required by A.R.S. Section 12-1518.
- D. Inspection and Audit of Records: Pursuant to A.R.S. Sections 35-214 and -215, the County shall retain all books, accounts, reports, files and other records ("Records") relating to this agreement for a period of five years after completion of the contract. All records shall be subject to inspection and audit by the State Forester or State Auditor General at all reasonable times. Upon request, the County shall produce the original of any and all such records at the offices of the State Forester.
- E. Cancellation for Conflict of Interest: Pursuant to A.R.S. Section 38-511, the State may, within three years after its execution, cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to this contract in any capacity, or a consultant to any other party to this contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the Governor is received by all other parties to the contract of the cancellation, unless the notice specifies a later time.
- F. Nondiscrimination: The parties agree to comply with Arizona Governor's Executive Order 99-4 - "Prohibition of Discrimination in Contracts Non-Discrimination in Employment by Government Contractors and Subcontractors."
- G. Third-Party Antitrust Violations: The Cooperator assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Cooperator toward fulfillment of this Agreement.
- H. Notices: All notices required by this agreement shall be in writing delivered to the person and addresses specified below or to such other persons or addresses as either party may designate to the other party by written notice.

State Forester:

Office of the State Forester
Arizona State Forestry Division
1110 West Washington, Suite 100
Phoenix, AZ85007
602-771-1400
602-771-1421 fax

____Cochise____ County:

In WITNESS WHEREOF the parties by and through their duly qualified acting officials have hereunto set their hands.

State of Arizona Arizona State Forester By _____ Scott Hunt State Forester Date: _____	____ Cochise _____ County By _____ Date: _____
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INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who have determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

Approved as to Form: By _____ Assistant Attorney General Arizona State Forestry Division Date: _____	Approved as to Form: By _____ County Attorney Date: _____
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