

**INTERGOVERNMENTAL AGREEMENT
FOR
PRESCRIBED FIRE OPERATIONS
between
City of Flagstaff
and
Coconino County**

The Scope of Work for this Intergovernmental Agreement ("Agreement") shall be performed by the City of Flagstaff Fire Department ("COF-FD"), on behalf of the City of Flagstaff ("COF"), for Coconino County ("COUNTY") (collectively, "the Parties").

Purpose: The purpose of the Agreement is to plan, conduct, and report on prescribed fire operations — both broadcast and slash/debris pile burning (each defined below) — on both the County-owned Rogers Lake Natural Area ("RLNA") and the Fort Tuthill County Park ("FTCP") to reduce wildfire threat and to maintain/improve a healthy forest ecosystem. This Agreement shall begin on the date of full and complete execution and terminate on June 30, 2027.

I) Introduction and Recitals:

The forests of both the RLNA and FTCP support a multitude of values, all which are at risk from wildfire and an unhealthy forest ecosystem. These include recreation, scenic values, watershed integrity, emotional and spiritual ties to the land, wildlife habitat, air quality, public confidence in government, public safety, structures and other infrastructure, and economic vitality.

COF-FD has extensive skills, knowledge, and experience in planning, permitting, conducting, and reporting on prescribed fire operations. The County owns the two parcels and wishes to reduce wildfire threats and ensure overall forest health and sustainability.

In general, annual operations (by Fiscal Year) will be dependent upon COUNTY funding and/or grant funds obtained and dedicated to prescribed fire operations, as agreed upon by both parties no later than September 1st of each year.

II) COF-FD shall:

A) Develop and provide a Prescribed Burn Plan for both RLNA and FTCP to include both Broadcast and Pile burn operations (Exhibit A)

B) The Broadcast Burn component will detail on-site values and hazards, weather parameters, desired fire behavior, expected fire effects, smoke management actions, ignition sequences and patterns, contingency plans, and public notification requirements.

C) The Pile Burn component will detail necessary site and weather conditions to reduce risk and actions to be taken to effectively consume the targeted piles.

D) Secure necessary smoke management permits from AZ Dept of Environmental Quality ("ADEQ") and report accomplishments as required.

- E) Coordinate, direct, and conduct all burn operations using trained and supervised wildland fire personnel.
- F) Provide necessary orientation and any required training for all other parties, to include County sponsored volunteers and/or staff engaged in pre-ignition site preparation and post-fire monitoring.
- G) Coordinate with COUNTY staff regarding the timing of prescribed burn operations so that minimal disruption and/or interruption occurs to various entities conducting research or other natural resource management efforts or scheduled events on either the RLNA or FTCP sites.

III) COUNTY shall:

- A) Seek to obtain/allocate funds each year to permit any planned prescribed burn operations to be conducted by COF-PD to proceed as scheduled.
- B) Act as primary Point-of-Contact for any/all entities who are conducting research or other natural resource management efforts or events on either the RLNA or FTCP site and provide reminder notifications of scheduled prescribed burns and time periods wherein such entities and their respective research, efforts, or events will not have access to either the RLNA or FTCP site for safety reasons, as recommended by COF-FD, during or immediately following any prescribed burn operations.
- C) Coordinate/implement any/all annual pre-ignition mitigation actions identified and required by COF-FD within the designated burn unit for that year.
- D) Notify COF-FD of any planned thinning operations or other activities that will result in debris/slash piles that are to be later burned by COF-FD before such work occurs, and ensure that all said debris/slash piles are piled in accordance with COF-FD standards as described in Exhibit A.
- E) Assist COF-FD with post-fire monitoring actions as agreed upon with COF-FD.

IV) Description of Work

The different types of burning are described below:

Broadcast Burning is the planned and documented ignition, holding, and monitoring of wildland fire, typically confined to ground debris fuels (needles, downed and dead wood, and scattered slash) over a predetermined area that has been previously prepared to receive fire (for example, control lines identified and/or established, heavy fuel concentrations isolated and/or broken-up, trees near control lines limbed upwards of 4-6 feet above ground level, dead standing trees that are to be retained have had adjacent ground fuels removed). This type of operation occurs in the spring and/or fall. The goal of each burn shall be to reduce accumulated natural fuels, recycle nutrients, improve composition of understory vegetation, improve long-term forest health, and restore the historical fire interval.

Pile Burning is the planned ignition, holding, and monitoring of debris and slash that has previously been gathered into piles and allowed to dry for a sufficient time to ensure efficient consumption. Such work typically occurs during and immediately following a selective tree thinning and/or mechanical harvesting operation: subsequently, piles may be either hand-piles or mechanical piles. This type of operation occurs during winter months when snow is present or during summer monsoon events. To reduce smoke emissions and facilitate efficient burn operations, all such piles are allowed to dry for a minimum of six (6) months before any ignition occurs. The goal of each burn shall be to reduce accumulated activity-generated debris fuels and facilitate future broadcast burns.

Any burn operation under this Agreement shall occur only when current and projected site, fuel, weather, and staffing conditions permit. In addition, adequate consideration will be given to other events or issues on-site or in the area which may affect the operation itself. Working with designated County staff, each factor will be evaluated and interpreted by COF-FD to meet operational requirements safely and effectively prior to any ignition.

V) Deliverables

Acres burned is the primary deliverable. For any given annual burn unit, a written operational plan that details any variance from the Burn Plan and/or details specific issues in that burn unit that need to be addressed shall be prepared by COF-FD and delivered to Coconino County no less than 30 days prior to any planned ignition. Once any given burn operation is declared fully extinguished or "out" by COF-FD, a copy of all documentation related to the deliverable (e.g., fire behavior forms, weather observation forms, burn request, permits, and accomplishment forms, and any photos/videos of the activity) shall be delivered to COUNTY, along with the invoice for said work, within thirty (30) days.

VI) Amount of Agreement

The total amount of reimbursement from the COUNTY to COF-FD for services rendered in any given Fiscal year, incurred under this Agreement, shall not exceed the amount made available by the County for Prescribed Fire operations for that given Fiscal year.

VII) Mutual Indemnification

Except as provided below and to the extent permitted by law, each party to this Agreement (as "Indemnitor") agrees, to defend, indemnify, and hold harmless the other Parties, and such other Parties' officers, officials, employees, agents, and directors (collectively, "Indemnitees") from and against any and all claims, demands, losses, liabilities, causes of action and costs (including expert witness fees, reasonable attorney fees and costs of defense and appellate appeal) herein referred to as "Claims," arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitees, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

VIII) Insurance

COF/COF-FD shall maintain adequate insurance to cover any liability arising from the acts and omissions of COF/COF-FD and/or their employees or agents in the performance of this Agreement. COF/COF-FD shall

not be responsible for maintaining insurance to cover liability arising from the acts and omissions of COUNTY'S employees and agents. COUNTY shall maintain adequate insurance to cover any liability arising from the acts and omissions of COUNTY's employees or agents in the performance of this agreement. COUNTY shall not be responsible for maintaining insurance to cover liability arising from the acts and omissions of COF/COF-FD employees and agents.

I) Employment Status

A) Each Party to this agreement will be solely responsible for the acts and omissions of its officers, agents, servants, employees, and volunteers. Each Party is responsible for the payment of all applicable income and employment taxes required by law.

B) An employee of any Party to this Agreement who works under the authority or control of or within the jurisdictional boundaries of another Party to this Agreement pursuant to this Agreement is deemed to be an employee of both public agencies for the purposes of Arizona workers' compensation law, and A.R.S. § 23-1022. The primary employer shall be solely liable for the payment of workers' compensation benefits and for providing all workers' compensation insurance required by law.

C) Each Party to this agreement shall have in force a resolution approved by its elected Board to provide its volunteers with workers' compensation coverage while working in the course and scope of assigned volunteer duties for the host agency. The host agency (either City of Flagstaff or Coconino County) with whom the volunteer signs a volunteer service agreement shall be solely liable for tracking and recording of volunteer registration and service hours for worker's compensation purposes, and for the payment of workers' compensation benefits should a volunteer be injured during assigned volunteer work duties.

D) With the exception of workers' compensation outlined above, each Party will operate as an independent entity and none of the employees of one are considered employees of the other. Employees of either COF, COF-FD, or the COUNTY working under this agreement are not eligible for the other's group health insurance or any other benefits.

E) Each Party will be solely responsible for offering health insurance to its employees as required by the Affordable Care Act, and for any penalties charged to it by the Internal Revenue Service for noncompliance with the Affordable Care Act.

IX) Designated Officer and Authority

Authority to enter into this Agreement for COF (to include COF-FD) is upon approval of the Council for the City of Flagstaff through its Mayor, and, for the COUNTY, upon approval of the Board of Supervisors through its Chair.

X) Financial and Performance Reporting Requirements

A) For the duration of this agreement, costs are as follows:

- Broadcast Burning - \$100/acre for 80 acres or less

\$75/acre for 81+ acres

NOTE: Add \$20/acre for either if COF-FD is responsible for any pre-ignition site preparation related work.

- Pile Burning - \$40/acre
- B) COF shall submit reimbursement requests and performance reports upon completion of each annual burn operation within 60 days.
- C) If any Federal pass-through funds are allocated to this work by the COUNTY, then a closeout audit shall be conducted by County staff or their designee in accordance with the Single Audit Act of 1984, Public Law 98-502, 98 Stat 2327 (1984; codified at 31 V.S.C., 7501-7507).

XI) Program Performance Requirements

This Agreement shall begin on the date of full and complete execution and terminate on June 30, 2027. The costs primarily follow the amount of personnel time spent on the project, and the equipment and supplies necessary to complete the proposed tasks.

All COF-FD work and products shall be prepared under the direction of the Wildland Fire Management Officer COF-FD or designee. The majority of the work to be performed is implementation of annual burn projects and shall be conducted by COF-FD Wildland Fire Management staff, assisted by other qualified personnel obtained or hired by COF-FD Wildland Fire Management as required for each specific operation and under the direction of Wildland Fire Management Officer COF-FD or designee.

XII) Correspondence and Administration

- A) COUNTY shall address all correspondence and notices relative to this Agreement to the attention of:
Stacey Brechler-Knaggs, Grants Manager
City of Flagstaff
211 W. Aspen
Flagstaff, AZ 86001
Telephone: (928) 213-2227
Fax: (928) 213-2599
E-mail: sknaggs@flagstaffaz.gov
- B) COF shall address all correspondence and notices relative to this Agreement to the attention of:
Cynthia Nemeth
Parks and Recreation Director
Coconino County, AZ
Telephone: (928) 679-8004
Fax: (928) 774-2572
E-mail: CNemeth@coconino.az.gov

- C) The representative for the COUNTY to serve as point of contact for the administration of the scope of work is:
 Geoffrey Gross
 Coconino County Parks and Recreation
 Natural Resource Supervisor
 Telephone: 928-310-4798
 Fax: 928-774-2572
 E-mail: ggross@coconino.az.gov

- A) The representative for the COF-FD to serve as point of contact for the administration of the scope of work is:
 Neil Chapman
 Flagstaff Fire Dept
 211 W. Aspen
 Flagstaff, AZ 86001
 Telephone: (928) 213-2512
 E-mail: neil.chapman@flagstaffaz.gov

XIII) Entire Agreement

This agreement constitutes the entire Agreement between the Parties and no waiver of any right, agreement, or conditions herein and no modifications hereof shall be binding upon either of the Parties hereto unless made in writing and signed by all Parties.

SIGNATURE PAGE FOLLOWS IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written above.

City of Flagstaff

Coconino County

 Paul Deasy
 Mayor

 Matt Ryan
 Chairman, Board of Supervisors

Dated: _____

Dated: _____

Attest:

Attest:

 City Clerk

 Clerk of the Board

Dated: _____

Dated: _____

Approved as to form and as being within the powers and authority granted under the laws of the State of Arizona to the City of Flagstaff:

Approved as to form as being within the powers and authority granted under the laws of the State of Arizona to Coconino County:

City Attorney

Deputy County Attorney

Dated: _____

Dated: _____