

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is entered into by Juliann Ashcraft, for herself and on behalf of all statutory beneficiaries of the claim for wrongful death of Andrew Ashcraft, deceased; Claire Caldwell, for herself and on behalf of all statutory beneficiaries of the claim for wrongful death of Robert Caldwell, deceased; Krista Carter, for herself and on behalf of all statutory beneficiaries of the claim for wrongful death of Travis Carter, deceased; Michael Mackenzie, for himself and on behalf of all statutory beneficiaries of the claim for wrongful death of Christopher MacKenzie, deceased; Grant Mckee, for himself and on behalf of all statutory beneficiaries of the claim for wrongful death of Grant McKee, Jr., deceased, excepting only the claims asserted in separate litigation by Marcia McKee; Daniel Parker, for himself and on behalf of all statutory beneficiaries of the claim for wrongful death of Wade Parker, deceased; John Percin, for himself and on behalf of all statutory beneficiaries of the claim for wrongful death of John Percin, Jr., deceased, excepting only the claims of Kylie Steinmetz asserted in separate litigation by Desirre McCarthy; Desiree Steed, for herself and on behalf of all statutory beneficiaries of the claim for wrongful death of Jesse Steed, deceased, excepting only the claims asserted in separate litigation by Herman Federwisch; Stephanie Turbyfill, for herself and on behalf of all statutory beneficiaries of the claim for wrongful death of Travis Turbyfill, deceased; Roxanne Warneke, for herself and on behalf of all statutory beneficiaries of the claim for wrongful death of William Warneke, deceased; Carl Whitted, for himself and on behalf of all statutory beneficiaries of the claim for wrongful death of Clayton Whitted, deceased; and Joseph Woyjeck, for himself and on

behalf of all statutory beneficiaries of the claim for wrongful death of Kevin Woyjeck, deceased, (collectively, "Plaintiffs"), and the State of Arizona and Arizona State Forestry Division, (collectively, "Defendants").

RECITALS

WHEREAS, the Plaintiffs, statutory beneficiaries of firefighters who died fighting the Yarnell Hill Fire on June 30, 2013, filed a lawsuit in Maricopa County, Arizona, against the Defendants and others styled *Ashcraft v. State of Arizona*, CV2014-009160,

WHEREAS, the Defendants removed that lawsuit to United States District Court (CV-1402308-PHX)(the "Federal Lawsuit"), and moved for dismissal of the Federal Lawsuit,

WHEREAS, the Plaintiffs and the Defendants wish to resolve the pending litigation in addition to all other claims Plaintiffs could assert against Defendants and their agents and employees in connection with the firefighters' deaths,

WHEREAS, the Parties are strongly committed to finding new ways to improve wildland fire safety,

TERMS OF AGREEMENT

NOW THEREFORE, in consideration of the promises, covenants and provisions contained in this Agreement, the sufficiency of which the Parties acknowledge, the Parties hereby agree as follows:

1. Settlement Payment. The State shall pay to Plaintiffs in the aggregate the total amount of \$600,000. Such payment shall be made payable to Plaintiffs' attorneys via warrant payable to the Gallagher & Kennedy, PA Trust Account.

2. Release. In consideration of the payment set forth in Section 1, and effective upon such payment, Plaintiffs, for themselves and all statutory beneficiaries described above, hereby fully, completely, and unconditionally release, acquit, and forever discharge with prejudice the State of Arizona, the Arizona State Forestry Division, all other departments, agencies, divisions of the State of Arizona, and all State officials, agents, and employees, including, without limitation, Roy Hall and Russ Shumate and their spouses, from any and all past, present or future claims, demands, obligations, actions, causes of action, wrongful death claims, civil rights claims, damages, attorneys' fees, costs, losses of services, expenses and compensation of any nature whatsoever, whether known or unknown, accrued or unaccrued, which the Plaintiffs, or the statutory beneficiaries described above only, now have, or which may hereafter accrue or otherwise acquire, by reason of, arising out of, or in any way related to any acts or omissions of the State of Arizona and/or any other entity or person released herein, arising from or related to the Yarnell Hill Fire in June 2013 and/or the injuries to or death of Andrew Ashcraft, Robert Caldwell, Travis Carter, Christopher MacKenzie, Grant Mckee, Jr., Wade Parker, John Percin, Jesse Steed, Travis Turbyfill, William Warneke, Clayton Whitted, and Kevin Woyjeck, and/or any injury, damage, or loss suffered by Plaintiffs and/or any statutory beneficiary described above. The Parties recognize that separate wrongful death claims have been bought by persons not represented by counsel undersigned (specifically Marcia McKee, Herman Federwisch and Desiree McCarthy on behalf of Kylie Steinmetz, a minor; collectively the "State Court Claims") that are currently pending in Maricopa County Superior Court. Nothing

in this agreement impairs the State Court Claims, or creates any obligation or responsibility on the part of any Party to this agreement with respect to any of the State Court Claims or to Plaintiffs in the State Court Claims.

3. Bills and Liens. Plaintiffs represent and warrant that all bills, costs or liens, including, without limitation, workers' compensation liens, resulting from or arising out of Plaintiffs' alleged injuries, claims or lawsuits described herein, to date and at any time in the future, are Plaintiffs' responsibility to pay or satisfy. Plaintiffs agree to assume responsibility for satisfaction of any and all rights to payment, claims or liens of any kind that arise from or are related to payments made or services provided or to be provided to Plaintiffs or on Plaintiffs' behalf arising out of injuries or claims alleged or which could have been alleged in the claims or lawsuits described herein. Plaintiffs agree to assume responsibility for all expenses, costs or fees incurred or to be incurred by Plaintiffs related to Plaintiffs' alleged injuries, claims or lawsuit including, without limitation, subrogation claims, liens or other rights to payment relating to medical treatment or lost wages that have been or may be asserted by any health care provider, insurer, governmental entity, employer, or other person or entity. Further, Plaintiffs agree to indemnify, defend and hold harmless the State of Arizona and all other entities and persons released herein from any and all damages, claims and rights to payment, including attorneys' fees, brought by any person, entity or governmental agency to recover any of these amounts.

4. Stipulation for Dismissal With Prejudice. The Parties agree to have their counsel sign and file a Stipulation for Dismissal with Prejudice of the Federal Lawsuit

against the State of Arizona, Arizona State Forestry Division, Roy Hall and Jane Doe Hall, Russ Shumate and Jane Doe Shumate, with each party to bear his, her or its own attorneys' fees and costs.

5. No Admission of Liability. Nothing in this Agreement is intended to be, or should be construed as, an admission of liability or wrongdoing. It is expressly understood that all allegations of liability and wrongdoing are expressly denied.

6. State Forestry Division Practices. Plaintiffs provided the Arizona State Forester a list of proposed improvements in wildland fire safety. The Forester agrees that wildland fire safety is a high priority, and had already begun to implement improvements on his own. Through discussion and negotiation, Plaintiffs and the Forester, compiled a list of items that the Forester agrees to do or is already doing in the spirit of improving wildland fire safety, learning from the Yarnell Hill fire and helping to make Arizona a model for wildland fire safety. Those items are attached as Appendix – A to this Settlement Agreement and Release. The Forester agrees to make good faith efforts to implement the items contained in Appendix - A. However, all Parties recognize that certain actions are dependent on matters outside the control of the Arizona State Forestry Division and the Forester, including items dependent upon budget adjustments, legislative action or adoption by national, regional and local partner agencies and organizations. Furthermore, the Parties agree that, in the event further evaluation and study demonstrate that an item in Appendix-A is contrary to the interest of firefighter safety or the Forester's mission, it is within the Forester's discretion not to implement those items. The Forester agrees to have an ongoing dialogue with Plaintiffs, through

their counsel, concerning items in Appendix-A which are not implemented and to consider alternative items or measures to accomplish the same objectives and within the spirit of the Appendix-A items. Nothing in this Agreement shall preclude the Forester from instituting any new policies, practices, protocols and technology designed to improve Wildland fire science and safety. Nor shall it preclude Plaintiffs from advocating additional improvements in Wildland fire science and safety now or in the future. Neither this Agreement nor Appendix-A shall be construed to supersede the Forester's statutory obligations. The provisions in this paragraph are severable, and the other provisions of this Settlement Agreement and Release are not conditioned upon performance of the items listed in Appendix - A.

7. Miscellaneous.

(a) Invalidity. In the event that a court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal, or unenforceable in any respect, such a determination will not affect the validity, legality, or enforceability of the remaining provisions of this Agreement, and the remaining provisions of this Agreement will continue to be valid and enforceable. If a court of competent jurisdiction determines in a final order that any part of this Agreement is invalid, illegal, or unenforceable in any substantial respect, the Parties will negotiate in good faith and execute a new Agreement that is acceptable to the Court.

(b) Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Parties and their respective executors, administrators, personal representatives, heirs, successors and assigns.

(c) Representation of Comprehension of Document. In entering this Agreement, the Plaintiffs represent that they have relied upon the advice of their attorneys, who are attorneys of their own choice, concerning the legal and income tax consequences of this Agreement; that the terms of this Agreement have been completely read and explained to Plaintiffs by their attorneys; and that the terms of this Agreement are fully understood and voluntarily accepted by the Plaintiffs.

(d) Entire Agreement. This Agreement represents the entire agreement of the Parties with respect to its subject matter and supersedes all prior discussions, negotiations, or agreements between the Parties with respect to its subject matter. No Party has made any representation, warranty, inducement, or oral agreement except as expressly set forth herein. The Parties may not change, modify, or rescind this Agreement except in writing, signed by both parties. Any attempt at oral modification of this Agreement shall be void and of no effect.

(e) Headings. The descriptive headings of the Sections and subsections of this Agreement are for convenience only, and do not constitute part of this Agreement.

(f) Counterparts. This Agreement may be executed separately by each of the Parties in counterparts, including facsimiles thereof, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

(g) Governing Law. This Agreement shall be construed in accord with, and any dispute or controversy arising from any breach or asserted breach of this Agreement will be governed by the laws of the State of Arizona.

(h) Additional Documents. The Parties agree to cooperate fully and execute any and all supplementary documents, if any, and to take all additional actions which may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

(i) Construction. The Parties agree that this Agreement shall not be construed in favor of or against either Plaintiffs or Defendants by reason of the extent to which they or their counsel participated in the drafting of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates

indicated at their respective signatures below.

By: Julianne Ashcraft
Julianne Ashcraft, for herself and on behalf of all
statutory beneficiaries of the claim for wrongful
death of Andrew Ashcraft, deceased

Date: 7-14-15

By: _____
Claire Caldwell, for herself and on behalf of all
statutory beneficiaries of the claim for wrongful
death of Robert Caldwell, deceased

Date: _____

By: _____
Krista Carter, for herself and on behalf of all
statutory beneficiaries of the claim for wrongful
death of Travis Carter, deceased

Date: _____

By: _____
Michael Mackenzie, for himself and on behalf of all
statutory beneficiaries of the claim for wrongful
death of Christopher MacKenzie, deceased

Date: _____

By: _____
Grant McKee, for himself and on behalf of all
statutory beneficiaries of the claim for wrongful
death of Grant McKee, Jr., deceased, excepting
claims brought by Marcia McKee only

Date: _____

By: _____
Daniel Parker, for himself and on behalf of all
statutory beneficiaries of the claim for wrongful
death of Wade Parker, deceased

Date: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated at their respective signatures below.

By: _____
Juliann Ashcraft, for herself and on behalf of all statutory beneficiaries of the claim for wrongful death of Andrew Ashcraft, deceased

Date: _____

By: Claire Caldwell
Claire Caldwell, for herself and on behalf of all statutory beneficiaries of the claim for wrongful death of Robert Caldwell, deceased

Date: 7/16/15

By: _____
Krista Carter, for herself and on behalf of all statutory beneficiaries of the claim for wrongful death of Travis Carter, deceased

Date: _____

By: _____
Michael Mackenzie, for himself and on behalf of all statutory beneficiaries of the claim for wrongful death of Christopher MacKenzie, deceased

Date: _____

By: _____
Grant Mckee, for himself and on behalf of all statutory beneficiaries of the claim for wrongful death of Grant McKee, Jr., deceased, excepting claims brought by Marcia McKee only

Date: _____

By: _____
Daniel Parker, for himself and on behalf of all statutory beneficiaries of the claim for wrongful death of Wade Parker, deceased

Date: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated at their respective signatures below.

By: _____
Juliann Ashcraft, for herself and on behalf of all statutory beneficiaries of the claim for wrongful death of Andrew Ashcraft, deceased

Date: _____

By: _____
Claire Caldwell, for herself and on behalf of all statutory beneficiaries of the claim for wrongful death of Robert Caldwell, deceased

Date: _____

By: Krista Carter
Krista Carter, for herself and on behalf of all statutory beneficiaries of the claim for wrongful death of Travis Carter, deceased

Date: 7/27/15

By: _____
Michael Mackenzie, for himself and on behalf of all statutory beneficiaries of the claim for wrongful death of Christopher MacKenzie, deceased

Date: _____

By: _____
Grant McKee, for himself and on behalf of all statutory beneficiaries of the claim for wrongful death of Grant McKee, Jr., deceased, excepting claims brought by Marcia McKee only

Date: _____

By: _____
Daniel Parker, for himself and on behalf of all statutory beneficiaries of the claim for wrongful death of Wade Parker, deceased

Date: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated at their respective signatures below.

By: _____
Juliann Ashcraft, for herself and on behalf of all statutory beneficiaries of the claim for wrongful death of Andrew Ashcraft, deceased

Date: _____

By: _____
Claire Caldwell, for herself and on behalf of all statutory beneficiaries of the claim for wrongful death of Robert Caldwell, deceased

Date: _____

By: _____
Krista Carter, for herself and on behalf of all statutory beneficiaries of the claim for wrongful death of Travis Carter, deceased

Date: _____

By: Michael Mackenzie
Michael Mackenzie, for himself and on behalf of all statutory beneficiaries of the claim for wrongful death of Christopher MacKenzie, deceased

Date: 7/9/2015

By: _____
Grant Mckee, for himself and on behalf of all statutory beneficiaries of the claim for wrongful death of Grant McKee, Jr., deceased, excepting claims brought by Marcia McKee only

Date: _____

By: _____
Daniel Parker, for himself and on behalf of all statutory beneficiaries of the claim for wrongful death of Wade Parker, deceased

Date: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates

indicated at their respective signatures below.

By: _____
Juliann Ashcraft, for herself and on behalf of all
statutory beneficiaries of the claim for wrongful
death of Andrew Ashcraft, deceased

Date: _____

By: _____
Claire Caldwell, for herself and on behalf of all
statutory beneficiaries of the claim for wrongful
death of Robert Caldwell, deceased

Date: _____

By: _____
Krista Carter, for herself and on behalf of all
statutory beneficiaries of the claim for wrongful
death of Travis Carter, deceased

Date: _____

By: _____
Michael Mackenzie, for himself and on behalf of all
statutory beneficiaries of the claim for wrongful
death of Christopher MacKenzie, deceased

Date: _____

By: Grant McKee
Grant McKee, for himself and on behalf of all
statutory beneficiaries of the claim for wrongful
death of Grant McKee, Jr., deceased, excepting
claims brought by Marcia McKee only

Date: 7/24/15

By: _____
Daniel Parker, for himself and on behalf of all
statutory beneficiaries of the claim for wrongful
death of Wade Parker, deceased

Date: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates

indicated at their respective signatures below.

By: _____
Juliann Ashcraft, for herself and on behalf of all
statutory beneficiaries of the claim for wrongful
death of Andrew Ashcraft, deceased

Date: _____

By: _____
Claire Caldwell, for herself and on behalf of all
statutory beneficiaries of the claim for wrongful
death of Robert Caldwell, deceased

Date: _____

By: _____
Krista Carter, for herself and on behalf of all
statutory beneficiaries of the claim for wrongful
death of Travis Carter, deceased

Date: _____

By: _____
Michael Mackenzie, for himself and on behalf of all
statutory beneficiaries of the claim for wrongful
death of Christopher MacKenzie, deceased

Date: _____

By: _____
Grant Mckee, for himself and on behalf of all
statutory beneficiaries of the claim for wrongful
death of Grant McKee, Jr., deceased, excepting
claims brought by Marcia McKee only

Date: _____

X By: *Daniel G. Parker*
Daniel Parker, for himself and on behalf of all
statutory beneficiaries of the claim for wrongful
death of Wade Parker, deceased

Date: 7/8/15

By: John Percin
 John Percin, for himself and on behalf of all
 statutory beneficiaries of the claim for wrongful
 death of John Percin, Jr., deceased, excepting
 claims brought by Kylie Steinmetz only

Date: 7-13-2015

By: _____
 Desiree Steed, for herself and on behalf of all
 statutory beneficiaries of the claim for wrongful
 death of Jesse Steed, deceased, excepting claims
 brought by Herman Federwisch only

Date: _____

By: _____
 Stephanie Turbyfill, for herself and on behalf of all
 statutory beneficiaries of the claim for wrongful
 death of Travis Turbyfill, deceased

Date: _____

By: _____
 Roxanne Warneke, for herself and on behalf of all
 statutory beneficiaries of the claim for wrongful
 death of William Warneke, deceased

Date: _____

By: _____
 Carl Whitted, for himself and on behalf of all
 statutory beneficiaries of the claim for wrongful
 death of Clayton Whitted, deceased

Date: _____

By: _____
 Joseph Woyjeck, for himself and on behalf of all
 statutory beneficiaries of the claim for wrongful
 death of Kevin Woyjeck, deceased

Date: _____

By: _____

John Percin, for himself and on behalf of all statutory beneficiaries of the claim for wrongful death of John Percin, Jr., deceased, excepting claims brought by Kylie Steinmetz only

Date: _____

By: Desiree Steed

Desiree Steed, for herself and on behalf of all statutory beneficiaries of the claim for wrongful death of Jesse Steed, deceased, excepting claims brought by Herman Federwisch only

Date: 7-6-15

By: _____

Stephanie Turbyfill, for herself and on behalf of all statutory beneficiaries of the claim for wrongful death of Travis Turbyfill, deceased

Date: _____

By: _____

Roxanne Warneke, for herself and on behalf of all statutory beneficiaries of the claim for wrongful death of William Warneke, deceased

Date: _____

By: _____

Carl Whitted, for himself and on behalf of all statutory beneficiaries of the claim for wrongful death of Clayton Whitted, deceased

Date: _____

By: _____

Joseph Woyjeck, for himself and on behalf of all statutory beneficiaries of the claim for wrongful death of Kevin Woyjeck, deceased

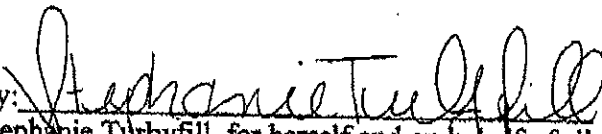
Date: _____

By: _____
John Percin, for himself and on behalf of all
statutory beneficiaries of the claim for wrongful
death of John Percin, Jr., deceased, excepting
claims brought by Kylie Steinmetz only

Date: _____

By: _____
Desiree Steed, for herself and on behalf of all
statutory beneficiaries of the claim for wrongful
death of Jesse Steed, deceased, excepting claims
brought by Herman Federwisch only

Date: _____

By: 
Stephanie Turbyfill, for herself and on behalf of all
statutory beneficiaries of the claim for wrongful
death of Travis Turbyfill, deceased

Date: 7/13/15

By: _____
Roxanne Warneke, for herself and on behalf of all
statutory beneficiaries of the claim for wrongful
death of William Warneke, deceased

Date: _____

By: _____
Carl Whitted, for himself and on behalf of all
statutory beneficiaries of the claim for wrongful
death of Clayton Whitted, deceased

Date: _____

By: _____
Joseph Woyjeck, for himself and on behalf of all
statutory beneficiaries of the claim for wrongful
death of Kevin Woyjeck, deceased

Date: _____

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death of Jesse Steed, deceased, excepting claims
brought by Herman Federwisch only

Date: _____

By: _____
Stephanie Turbyfill, for herself and on behalf of all
statutory beneficiaries of the claim for wrongful
death of Travis Turbyfill, deceased

Date: _____

By: Roxanne Warneke
Roxanne Warneke, for herself and on behalf of all
statutory beneficiaries of the claim for wrongful
death of William Warneke, deceased

Date: 7/6/15

By: _____
Carl Whitted, for himself and on behalf of all
statutory beneficiaries of the claim for wrongful
death of Clayton Whitted, deceased

Date: _____

By: _____
Joseph Woyjeck, for himself and on behalf of all
statutory beneficiaries of the claim for wrongful
death of Kevin Woyjeck, deceased

Date: _____

By: ✓
John Percin, for himself and on behalf of all
statutory beneficiaries of the claim for wrongful
death of John Percin, Jr., deceased, excepting
claims brought by Kylie Steinmetz only

Date: _____

By: ✓
Desiree Steed, for herself and on behalf of all
statutory beneficiaries of the claim for wrongful
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brought by Herman Federwisch only

Date: _____

By: ✓
Stephanie Turbyfill, for herself and on behalf of all
statutory beneficiaries of the claim for wrongful
death of Travis Turbyfill, deceased

Date: _____

By: ✓
Roxanne Warneke, for herself and on behalf of all
statutory beneficiaries of the claim for wrongful
death of William Warneke, deceased

Date: _____

By: Carl Whitted
Carl Whitted, for himself and on behalf of all
statutory beneficiaries of the claim for wrongful
death of Clayton Whitted, deceased

Date: 7-6-15

By: ✓
Joseph Woyjeck, for himself and on behalf of all
statutory beneficiaries of the claim for wrongful
death of Kevin Woyjeck, deceased

Date: _____

By: _____
John Percin, for himself and on behalf of all
statutory beneficiaries of the claim for wrongful
death of John Percin, Jr., deceased, excepting
claims brought by Kylie Steinmetz only

Date: _____

By: _____
Desiree Steed, for herself and on behalf of all
statutory beneficiaries of the claim for wrongful
death of Jesse Steed, deceased, excepting claims
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Date: _____

By: _____
Stephanie Turbyfill, for herself and on behalf of all
statutory beneficiaries of the claim for wrongful
death of Travis Turbyfill, deceased

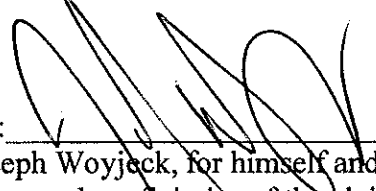
Date: _____

By: _____
Roxanne Warneke, for herself and on behalf of all
statutory beneficiaries of the claim for wrongful
death of William Warneke, deceased

Date: _____

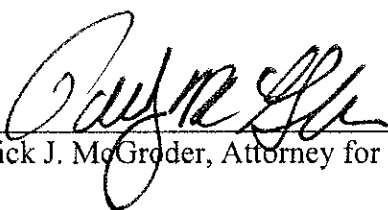
By: _____
Carl Whitted, for himself and on behalf of all
statutory beneficiaries of the claim for wrongful
death of Clayton Whitted, deceased

Date: _____

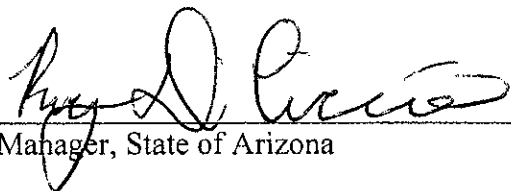
By:  _____
Joseph Woyjeck, for himself and on behalf of all
statutory beneficiaries of the claim for wrongful
death of Kevin Woyjeck, deceased

Date: 7/12/15

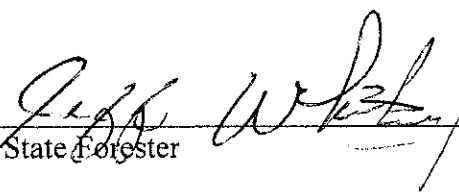
APPROVED AS TO FORM:

By: 
Patrick J. McGroder, Attorney for Plaintiffs

Date: 6/29/15

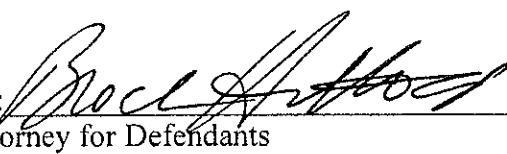
By: 
Risk Manager, State of Arizona

Date: 7/1/2015

By: 
Arizona State Forester

Date: 6/29/15

APPROVED AS TO FORM:

By: 
Attorney for Defendants

Date: 6/29/15

PHX-#4529542

APPENDIX – A

What ASFD will do:

1. After all litigation is concluded, including appeals, ASFD will meet for a full day (8 hours) with the GMIHC families and their consultants/experts to review data and information and to answer questions posed by the families and their consultants/experts. Counsel for the State Forester and the survivors shall be present. To the extent possible, questions will be submitted in writing 2 weeks in advance of the meeting. This will be a facilitated learning process, and Forestry will provide a facilitator to assist with this experience. Plaintiffs may request that specific individuals from ASFD and others who were present during the Yarnell Hill Fire attend.
2. After all litigation is concluded, including appeals, ASFD will request a Lessons Learned product regarding the Yarnell Hill fire.
3. After all litigation is concluded, including appeals, ASFD will request that NWCG create a staff ride for the Yarnell Hill fire and will make its personnel and information it has collected available. In addition, ASFD will recommend that family members of the GMIHC crew be included in the process of developing the staff ride, and that NWCG review how this Fire relates to the Common Denominators in Fatality Fires and figure out if there is a common thread.
4. ASFD will make a recommendation to NWCG that additional training will be conducted on Initial Attack complexities and responses.
5. ASFD will recommend that IDIP explore enhanced technology as part of its review process.
6. Provided funding can be obtained to support it, ASFD will volunteer for beta testing or pilot programs of advanced firefighting technology, including radios or GPS tracking devices.
7. ASFD will evaluate including a formalized emergency radio procedure in its Communications Plan.
8. ASFD will recommend to NWCG that it create a course regarding “reality of death” which would include instruction on estate planning and family care plans. Further, ASFD will recommend that GMIHC families, if they agree, be included in the development of such a course.
9. ASFD will evaluate the feasibility of ensuring that all its dispatch centers have functioning voice recorders. These recorders cost approximately \$50,000, and are not required for wildland fire dispatch centers. These recorders, if installed, would not record line of site transmissions, which are a significant portion of radio traffic at a fire, because of technological limitations. ASFD will continue to evaluate the technology of voice-activated voice recorders in all portable radios, mobiles, aircraft, and vehicles.

APPENDIX – A

What ASFD is already doing/will continue to do:

10. ASFD will continue to meet pre-season and post season with Southwest area and national partners to review and conduct after action reviews regarding the current state of wildland firefighting and update agencies on any current or future conditions during fire season.
11. ASFD will continue to participate in SafeNet (an anonymous safety reporting system) or any successor process.
12. ASFD will continue to solicit others in the wildland community to conduct appropriate reviews of incidents/accidents, with the recognition that the threat of litigation can make transparent review processes difficult absent statutory protection for such processes.
13. ASFD will continue to comply fully with Arizona's Public Records law by making all non-privileged documents available to requestors.
14. ASFD will continue working to ensure that all of its Fire Management Officers and Assistant Fire Management Officers achieve IC3 certification.
15. ASFD will continue to work with local, state, and federal agencies to study and improve Initial Attack responses to wildfires in Arizona. To this end, ASFD will fully support the NWCG's Fire Behavior Subcommittee in its implementation of additional training regarding the impact of seasonal conditions in normal and extreme years.
16. ASFD will continue to use Type 2 handcrews, including Department of Corrections crews, in appropriate circumstances. ASFD will continue the industry standard practice of not asking handcrews to engage at the head of a fire under extreme conditions, and to comply with the *Charts for Interpreting Wildland Fire Behavior Characteristics* (Hauling Chart), which recommends that unsupported handcrews not directly attack any fire where the flame lengths exceed four feet.
17. ASFD will continue to evaluate and incorporate new technologies to improve firefighter safety as they become available.
18. ASFD will continue to have a state-wide communications specialist and can order additional resources as needed through the ROSS system to enhance its communications abilities.
19. ASFD will continue to supply its Cooperators with a *Radio Frequency Co-op Guide* (Communications Plan) in advance of every fire season.

APPENDIX – A

20. ASFD currently has an annual Radio Usage training and refresher program. ASFD will recommend to NWCG that it evaluate and if warranted incorporate improvements to a course regarding standardized s-style radio operations, including tone guards, programming, squelch PRI channel line-ups, radio broadcast protocol using an SOS system, and emergency stand down.
21. ASFD will continue to directly support the development of new safety zone guidelines encompassing radiant and convective heat relationships for greater firefighter safety.
22. ASFD will continue to support and actively participate in the national campaign, “Take 5 at 2” which encourages firefighters to reevaluate their situation during the time fatalities typically occur on a fire.
23. ASFD has committed to decrease wildfire risk in Arizona. ASFD received approximately \$1.35 million for fuels treatment in the State. ASFD is working with the Arizona State Land Department to design a plan for treating fuels on State lands. To date, many of these treatments have been completed and many more are in the planning and/or implementation stage. Additionally, ASFD runs grant programs to allow local jurisdictions to treat land within their community.
24. ASFD has committed to increasing the availability of information about wildland fire in Arizona. To that end, ASFD is creating, the Arizona Wildfire Risk Assessment Portal (AZWRAP), which will assist in identifying and prioritizing high wildfire risk areas so that money can be allocated to do fuels mitigation in those areas.
25. ASFD has committed to increasing firefighter communications regarding conditions on a fire. ASFD has created the LCANS protocol, which was promoted through pre-season training conducted in 2014 and 2015 and thought the addition of the LCANS protocol to the IRPG (Incident Response Pocket Guide). ASFD will continue to refine and improve this training, and will recommend that it be included in national firefighter training programs.
26. ASFD will continue to support the NWCG’s Fire Behavior Sub-Committee’s commitment toward enhancing the “Real-time” weather/Fire Behavior information process. NWCG is exploring having the Incident Meteorologist and Fire Behavior Analyst interact with the Incident Commander and/or Operations more directly by moving these two positions to a Command and General Staff position “Intelligence Officer” that is commensurate with the FEMA all risk command structure. Test cases have been conducted last fire season and will continue through this season. Proposed implementation will be 2016.

APPENDIX – A

What ASFD has already done:

27. ASFD has evaluated the existing technology relating to resource location, monitoring, and communication and has determined that it is not currently feasible. The existing technology, including InReach and Infinity GPS, have compatibility and reliability issues, and are very expensive. However, see ASFD's commitment to continue to evaluate new technologies.
28. ASFD recently hired Don Boursier as the State Fire Safety and Logistics Manager. Mr. Boursier brings 29 years of experience in Wildland Fire, particularly as a Fire Behavior Analyst. Mr. Boursier is nationally known for his work in firefighter safety, and serves as a representative on several prominent committees, including serving as the NWCG Fire Behavior Calculations Curriculum Unit Chair, the NWCG Fire Behavior Sub-Committee Member, a National Association of State Foresters Representative to NWCG, and a prominent contributor to several efforts to improve wildland safety and firefighter training. ASFD anticipates that Mr. Boursier will further move ASFD towards the cutting edge in firefighter safety.
29. With the addition of Mr. Boursier, ASFD now has three carded Fire Behavior Analysts (FBAN) on its full-time staff. FBANs are relatively rare in the wildland fire world, and their expertise can be an important component of firefighter safety.
30. ASFD requested that the NWCG develop guidance about what roles were appropriate for the Aerial Supervision Module and Air Attack positions. NWCG asked the National Interagency Aviation Committee (NAIC) to explore this recommendation. NAIC determined that the additional training, qualification and currency requirements that were approved in November, 2013, provided the additional guidance and training necessary.
31. ASFD requested that WFLC/NWCG provide information regarding the appropriate use of VLATs (Very Large Air Tankers). A U.S. Forest Service briefing paper titled "Follow-up DC-10 Very Large Air Tanker (VLAT) Operational Considerations" dated May 1, 2014 effectively provides this information.
32. Plaintiffs had requested that ASFD discuss use of a "Mayday" button on all radios with IDIP. Unfortunately, upon further review, ASFD reports that large fire organizations (Type 1 or 2) would not be subject to IDIP recommendations. They operate their own incident level dispatch. This type of system coming off a Dispatch console would only reach Initial Attack resources. Use of a "Mayday" would be on a single frequency that may not reach all personnel or would not be directed at appropriate resources thus adding more confusion rather than removing. If it generates a blanket "Mayday" across all frequencies, this can cause issues at incidents that may not be involved in the "Mayday" situation. However, see ASFD's commitment above to explore technological advances.