ARIZONA STATE FORESTER'S

COOPERATIVE FIRE RATE AGREEMENT

COOPERATIVE FIRE RATE AGREEMENT NUMBER	IGA REFERENCE AGREEMENT NUMBER
02-0733-16	**KR94-2633-LNR**
(1) FIRE DEPT/AGENCY NAME (COOPERATOR)	(6) STATE DISTRICT OFFICE
City of Flagstaff (AZ) Fire Department	North District Office
(2) ADDRESS	(7) ADDRESS
211 W. Aspen	3650 Lake Mary Rd
(3) CITY, STATE, ZIP CODE	(8) CITY, STATE, ZIP CODE
Flagstaff AZ 86001	Flagstaff AZ 86001
(4a) BUS. PHONE / (4b) EMERGENCY PHONE	(9) PHONE
928-213-2500 / 928-607-4708 (On-duty BC)	928-774-1425
(4c) FAX NUMBER / (4d) EMAIL ADDRESS	(10) ARIZONA STATE FORESTRY DIVISION WEBSITE
928-213-2599 / psummerfelt@flagstaffaz.gov	http://www.azsf.az.gov
(5) FEDERAL EMPLOYER ID NUMBER	(11) EFFECTIVE DATES OF AGREEMENT
88-000244	BEGINNING 5/3/2016 ENDING 5/3/2018
(12) EQUIPMENT WORK RATES LISTED BELOW ARE BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY COOPERATOR (WET).	(13) OPERATORS AND PERSONNEL ARE NOT INCLUDED IN EQUIPMENT WORK RATES AND ARE PAID ACCORDING TO GENERAL PROVISION ITEM 8a4 and ITEM 8a5.

(14) EQUIPMENT DESCRIPTION **Specific apparatus and vehicles will be added to, or removed from fleet on regular basis: refer to most recent specific equipment List (Page 3 : see date - top right hand corner) to ensure accurancy**	(15) STANDARD STAFFING	RATES (16) WORK OR HRLY RATE	UNIT	(17) SPECIAL RATE	UNIT
Type 1 Engine wo/CAFS (6 total). Ea 300 gal tank w/1,000 GPM	4	$139.00	Hr	NA	NA
Type 1 Engine wo/CAFS (Quint/aerial platforms - 2 total). Ea 300 gal tank w/1,000 GPM	4	$139.00	Hr	NA	NA
Type 3 Engine w/CAFS (3 total). Ea 500 gal tank w/150 GPM	4	$145.00	Hr	NA	NA
Type 6 Engine wo/CAFS (3 total). Ea 150 gal tank w/50 GPM	3	$98.00	Hr	NA	NA
Type 1 Tactical Water Tender (2 total). Ea 3,000 gal tank w/250 GPM	2	$125.00	Hr	NA	NA
ATV w/Trailer	NA	$100.00	Day	NA	NA

(18) Special Provisions: All equipment (and personnel) meet all State and National (National Wildfire Coordinating Group) standards and requirments.
Cooperator will adhere to terms set forth on the General Provisions to Cooperative Rate Agreement FM104A (01/14) attached hereto.

(19) FIRE DEPT/AGENCY REPRESENTATIVE	(20) NAME AND TITLE (PLEASE PRINT)	(21) DATE
	Gerald W. Nabours, Mayor	
(22) STATE FORESTRY DIVISION REPRESENTATIVE	(23) NAME AND TITLE (PLEASE PRINT)	(24) DATE

FORM FM 104 (REPLACES FIN 100) Rev 01/14

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ARIZONA STATE FORESTER'S

CFR CONTINUATION SHEET

COOPERATIVE FIRE RATE AGREEMENT NUMBER	IGA REFERENCE AGREEMENT NUMBER
02-0733-16	**KR94-2633-LNR**
(1) FIRE DEPT/AGENCY NAME (COOPERATOR)	(6) STATE DISTRICT OFFICE
City of Flagstaff (AZ) Fire Department	North District Office

(14) EQUIPMENT DESCRIPTION **Specific apparatus and vehicles will be added to, or removed from fleet on regular basis: refer to most recent specific equipment List (Page 3 : see date - top right hand corner) to ensure accurancy**	(15) STANDARD STAFFING	RATES			
		(16) WORK OR HRLY		(17) SPECIAL	
		RATE	UNIT	RATE	UNIT
Type II Handcrew (Self-sufficient w/purchase authority: Rate is all-inclusive: vehicles, travel, wages, equipment, etc. Four crew vehicles - all 4x4)	18-22	$35.00	Per person/hr	NA	NA
NOTE - Handcrew may also be ordered as a Module (2-3 crew vehicles: all other standards, and same $/person/Hr as Type II handcrew)	7-12				
Advanced Life Support (ALS) Medical Kit (1 total)		$215.00	Day	NA	NA
Rescue Vehicles - transport capable, NOT an ambulance (2 total)		$100.00	Day	$1.00	Mile
Command Vehicle - Sedan (1 total)		$40.00	Day	$0.40	Mile
Command Vehicle - Pick-Up, 1/2T, 4x4 (1 total)		$45.00	Day	$0.45	Mile
Command Vehicle - Pick-Up, 1/2T, 2x4 (1 total)		$42.00	Day	$0.42	Mile
Command Vehicle - Pick-Up, 3/4T, 4x4 (2 total)		$65.00	Day	$0.65	Mile
Command Vehicle - Pick-Up, 1T, 4x4 (4 total)		$74.00	Day	$0.74	Mile
Command Vehicle - SUV Compact (2 total)		$46.00	Day	$0.46	Mile
Command Vehicle - SUV Full Size 4x4 (3 total)		$54.00	Day	$0.54	Mile

(18) Special Provisions: Supplies and materials removed/used from ALS Kit will be replaced by incident/requesting unit
Cooperator will adhere to terms set forth on the General Provisions to Cooperative Rate Agreement FM104A (01/14) attached hereto.

(19) FIRE DEPT/AGENCY REPRESENTATIVE	(20) NAME AND TITLE (PLEASE PRINT)	(21) DATE
	Gerald W. Nabours, Mayor	
(22) STATE FORESTRY DIVISION REPRESENTATIVE	(23) NAME AND TITLE (PLEASE PRINT)	(24) DATE

ARIZONA STATE FORESTER"S
COOPERATIVE FIRE RATE AGREEMENT (Page 3)
City of Flagstaff Fire Department Equipment List

AZ Cooperative Fire Rate Agreement 02-0733-16 **May 3, 2016**

Vehicle #	ICS Type	Vehicle	License #	Description (Year, make Model)
F2-03	NA	Chief	G-487EX	2007 Ford Escape
F2-04	NA	WFM - Staff	G-739FA	2007 Ford Expedition
F2-06	NA	Quint 2 – (85' platform)	G-393FB	2007 Pierce Quantum
F2-08	NA	Prevention - Staff	G-647FE	2008 Ford Escape
F2-10	NA	Operations - Staff	G-673CM	2000 Ford Expedition
F2-12	NA	Quint 3 (75' platform)	G-599BY	1998 Pierce Quantum
F2-15	1	Engine 5	G-822DM	2002 Pierce Quantum
F2-16	1	Engine 6	G-821DM	2002 Peirce Quantum
F2-17	1	Engine 1	G-649HJ	2015 Pierce Quantum
F2-18	1	Engine 3	G-434GP	2013 Pierce Quantum
F2-20	1	Engine 8 (Reserve)	G-945BL	1997 Pierce Quantum
F2-21	1	Engine 1	G-377FB	2007 Pierce Quantum
F2-23	6	Engine 126	G-791BJ	1996 Ford 1 ½ T, 4x4
F2-24	3	Engine 133 - CAFS	G-292CR	2000 International 4800 4x4
F2-25	3	Engine 113- CAFS	G-293CR	2000 International 4800 4x4
F2-26	3	Engine 153 - CAFS	G-854FT	2008 International 7400 4x4
F2-27	6	Engine 146	G-760GP	2012 Dodge 2500 4x4
F2-28	6	Engine 166	G-759GP	2012 Dodge 2500 4x4
F2-31	1	Water Tender 4 (3,000 gal)	G-098EA	2004 T-800 Kenworth
F2-32	1	Water Tender 6 (3,000 gal)	G-493CG	1999 T-800 Kenworth
F2-42	NA	WFM - Staff	G-388DY	2004 Ford 1 T PU, 4x4
F2-45	NA	Operations - Staff	G-809EN	2006 Ford ¾ T PU, 4x4
F2-46	NA	Operations Staff	G-807EN	2006 Ford ¾ T PU, 4x4
F2-47	NA	WFM – Crew	G-657ER	2006 Ford 1 T PU, 4x4
F2-48	NA	WFM - Crew	G-658ER	2006 Ford 1 T PU, 4x4
F2-49	NA	Operations – Deputy Chief	G-579FH	2007 Chevy Tahoe
F2-52	NA	Prevention - Staff	G-666EL	2006 Ford Taurus
S-733 F-241	NA	ATV 2/2-axle trailer	29178A (ATV) G-340CJ (trailer)	2006 Bobcat
F-2039	NA	Rescue 1	G-107GE	2009 Ford 1T
F-2059	NA	Rescue 2	G-521FY	2009 GMC 1T
F-2007	NA	WFM – Crew	G-818BC	1995 Ford 1 T Utility, 4x4
S-2062	NA	WFM - Staff	G-812EN	2006 Ford ½ T PU, 2x4
S-3-6	NA	Truck – Public Works	G-692EL	2006 Ford ½ T PU, 4x4

General Liability – Travelers Indemnity: Policy #ZLP-15P01914
Equipment/Auto/Apparatus Insurance – Travelers Indemnity: Policy #810-9156P739
Workers Compensation – Cooperpoint Mutual: Policy #1001569
Qualification & Certifications – All members meet current National Wildland Fire Coordinating Group (NWCG) and AZ State Forestry (ASF) standards and requirements.

GENERAL PROVISIONS TO STATE FORESTER'S COOPERATIVE RATE AGREEMENT FORM FM 104A (03/16)

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 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 workman's compensation and insurance.

3. **Safety**. Resources assigned under this Agreement are expected to follow National Wildland Coordinating Group standards ("NWCG Standards") for training, equipment, and operations. 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 Qualifications Standards including the 3-22-04 NWCG Initial Action Clarification Memo 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. Cooperators will be reimbursed for the NWCG identified minimum staffing level plus 1 person for engines, and NWCG minimum staffing for water tenders. The State may order or request staffing that differs from this value. To obtain reimbursement for staffing in excess of the Arizona standards the request for additional staff must be documented in the Resource Order accompanying the assignment.

(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, or (d) when the loss, damage, or destruction incurred prior to check-in at an incident, or after release from an incident.

(d) Claims. Claims for reimbursement for damage, loss, or destruction of equipment should be submitted separately from the invoice (FM122), 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 or the State of Arizona Representative. 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, ½ hour for water tenders, and 2 hours for crews. Equipment daily 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 State Forestry Office before the beginning of the incident to be considered; and 2) the work calculator sheet shall be submitted with the invoice.

(d) For R & R that occurs in place on an incident, Cooperator will be reimbursed up to 8 hours of base pay per day, meals and hotel costs, if any, and the daily equipment rate. Costs of previously rented and authorized rental vehicles will also be covered. Home shift hours are not applicable to R & R in place but 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 commander.

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 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) 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. No hourly/daily rate will be paid.

(e) 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.

(f) 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.

(g) 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.

(h) 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.

(i) 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. Reimbursement will be made on the basis of calendar days. 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. Cooperator will not be reimbursed for days that the equipment that is not transported or used.

8. **Personally Operated 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. 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, for in-state fires, the AFC code, and for out-of-state fires 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) AZSF Approval. Where this agreement requires approval from an Arizona State Forester's Representative, such approval may be obtained from the State Forestry Representative assigned to the fire, or from the Arizona State Forestry District Manager for the area where the Cooperator is located, or from the Arizona State Forestry 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 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.

(c) 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.

(d) Employer Related Expenses (ERE). Employer Related Expenses covered for time while on the assignment will be as follows:

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

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

(e) Special Wildland Fire Incentive Fees. Special Wildland Fire Incentive Fees/Pay will not be reimbursed.

(f) All Inclusive Rates. If agreed to by AZSF 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.

(g) Administrative fees. Cooperator will be reimbursed for reasonable administrative costs incurred preparing invoices for the state. Reimbursement may not exceed the actual hours incurred during the initial preparation of the original invoice submitted to the State Forester's Office for fire suppression activities as outlined in the Cooperators agreement. These fees will be reimbursed at the employee's normal, base rate of pay times the number of hours incurred to complete the original invoice. 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).

(h) Meal and Lodging Expense Reimbursement. Arizona State Forestry 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 State Forestry 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 for any in state incident. 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 25, paragraphs 12 – 12.2.5); 2) the allowed amount of gratuity for reimbursement must not exceed 20% of the total cost of meal plus 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 State Forestry; 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 State Forestry if their resource order allows lodging, or if the State Representative gives permission in writing. If permission is given by the State Representative for in-state lodging, then that written document must accompany the Cooperator's invoice as backup or reimbursement may be denied. 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 State Forestry. For any reimbursement of lodging, an itemized receipt signed by the occupants of the room must be submitted with the invoice.

(i) 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.

(j) 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.