



## ARIZONA STATE FORESTER'S CFR CONTINUATION SHEET

COOPERATIVE FIRE RATE AGREEMENT NUMBER		IGA REFERENCE AGREEMENT NUMBER				
01-0859-16		KR-02-0017-LNR-FIR				
(1) FIRE DEPT/AGENCY NAME (COOPERATOR)		(6) STATE DISTRICT OFFICE				
City of Glendale		Central District #4				
(14) EQUIPMENT DESCRIPTION		(15) STANDARD STAFFING	RATES			
List: ICS Type, Gallons, GPM, make, model, year, FD Unit #, License #, 4x4, foam capability.			(16) WORK OR HRLY		(17) SPECIAL	
			RATE	UNIT	RATE	UNIT
g. Pickup 4x4 3/4 ton, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	65/day	.65/mile		
h. Pickup 4x4 1 ton, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	74/day	.74/mile		
i. Medium Duty Truck 2 ton., see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	72/day	.72/mile		
j. Medium Duty Truck 2 1/2 ton, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	78/day	.78/mile		
k. SUV 4x2 1/2 ton, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	44/day	.44/mile		
l. SUV 4x2 3/4 ton, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	54/day	.54/mile		
m. SUV 4x4 1/2 ton, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	54/day	.54/mile		
n. SUV 4x4 3/4 ton, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	63/day	.63/mile		
o. Van 12 to 15 passenger full size, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	62/day	.62/mile		
p. ATV Quad - Large, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	100/day			
q. L7500 Box Truck or Hook Lift truck, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	75/hr	.75/mile		
(18) Special Provisions						
Cooperator will adhere to terms set forth on the General Provisions to Cooperative Rate Agreement FM104A (03/16) attached hereto (Exhibit A). See attached Glendale Fire Department Vehicle list for detailed vehicle descriptions (Exhibit B)						
(19) FIRE DEPT/AGENCY REPRESENTATIVE		(20) NAME AND TITLE (PLEASE PRINT)		(21) DATE		
(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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City of Glendale		Central District #4				
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List: ICS Type, Gallons, GPM, make, model, year, FD Unit #, License #, 4x4, foam capability.			(15) WORK OR HRLY		(16) SPECIAL	
			RATE	UNIT	RATE	UNIT
r. Large Generator- tow behind 64 KW- see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	22/hr			
s.Squad- Heavy Rescue- see inventory list for vehicle id, license#, Make, Model, Year, Etc.		5	200/hr			
t.Hazardous Materials Truck, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		5	200/hr			
u.Support Tender Type 3, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	89/hr			
v.Ladder Truck, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		5	200/hr			
x.Ladder Tender, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		5	100/hr			
y.Ambulance/Rescue (ALS), Unoperated, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		2	56/hr			
z. Utility Truck/Air Truck		1	85/hr			
aa. ALS Medical Kit		1	215/day			
bb. BLS Medical Kit		1	150/day			
cc. Support Water Tender Type 3, see inventory list for vehicle id, license#, Make, Model, Year, Etc.		1	89/hr			
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(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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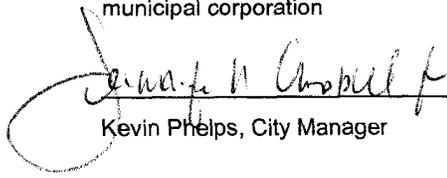
## STATE FORESTER'S COOPERATIVE FIRE RATE AGREEMENT (AMENDMENT PAGE)

COOPERATIVE FIRE RATE AGREEMENT NUMBER	AMEND NO.	IGA REFERENCE AGREEMENT NUMBER
01-0859-16		KR-02-0017-LNR-FIR
(1) FIRE DEPT/AGENCY NAME (COOPERATOR)		(6) STATE DISTRICT OFFICE
City of Glendale		Central District #4
EFFECTIVE DATES		
BEGINNING	4/15/2016	ENDING <span style="float: right;">4/15/2018</span>

Special Provisions Additions or Amendment Page Instructions: This sheet to be used to add or delete equipment, additional stipulations or for special pricing such as severity patrols. Each amendment shall be numbered (#1, #2, etc) for reference. Ending date of amendment shall be the same as listed on original CFR. Once signed, this sheet will be attached to original CFR.

**Cooperator will adhere to terms set forth on the "General Provisions to Cooperative Rate Agreement FM 104A (03/16) attached hereto (Exhibit A).**

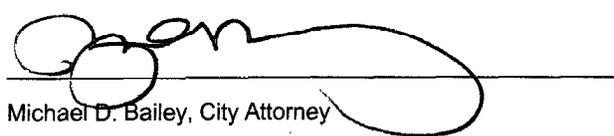
CITY OF GLENDALE, an Arizona  
municipal corporation

  
 Kevin Phelps, City Manager

ATTEST:

  
 Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

  
 Michael D. Bailey, City Attorney

(18) FIRE DEPT/AGENCY REPRESENTATIVE	(19) NAME AND TITLE (PLEASE PRINT)	(20) DATE
(21) STATE LAND DEPT. REPRESENTATIVE	(22) NAME AND TITLE (PLEASE PRINT)	(23) DATE

**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

EXHIBIT A

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

EXHIBIT A

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.

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.

(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.

(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.

(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

Exhibit B

<b>Sedans</b>						
VEHICLE	YEAR	VEHICLE MAKE	VEHICLE MODEL	UNIT ID	RATE/MILEAGE	MIN STFNG License Plate
3320A15	2005	FORD	TAURUS		\$40/day \$.40/mile	1 G-605DY
3320A151	2006	CHEVROLET	IMPALA		\$40/day \$.40/mile	1 G-514EN
3320A21	2006	FORD	TAURUS		\$40/day \$.40/mile	1 G-310EM
3320A22	2006	FORD	TAURUS		\$40/day \$.40/mile	1 G-309EM
3320A23	2006	FORD	TAURUS		\$40/day \$.40/mile	1 G-308EM
3320A25	2008	FORD	CROWN VICTORIA		\$40/day \$.40/mile	1 G-600EX
3320A28	2008	CHEVROLET	IMPALA		\$40/day \$.40/mile	1 G-700FG
3320A29	2008	CHEVROLET	IMPALA		\$40/day \$.40/mile	1 G-057FM
3320A30	2008	CHEVROLET	IMPALA		\$40/day \$.40/mile	1 G-062FM
3320A31	2008	CHEVROLET	IMPALA		\$40/day \$.40/mile	1 G-056FM
3320A34	2016	FORD	TAURUS		\$40/day \$.40/mile	1 G-689HL
3320A35	2016	FORD	TAURUS		\$40/day \$.40/mile	1 G-690HL
3320A36	2016	FORD	TAURUS		\$40/day \$.40/mile	1 G-691HL
<b>Light Duty Trucks 1/2 Ton &amp; 3/4 Ton</b>						
VEHICLE	YEAR	VEHICLE MAKE	VEHICLE MODEL	UNIT ID	RATE/MILEAGE	MIN STFNG License Plate
3320B03	2006	CHEVROLET	C1500 1/2 ton 4x2	FMO	\$42/day \$.42/mile	1 G-725EH
3320B04	2006	FORD	F150 Ext Cab 1/2 ton 4x2	Resource	\$42/day \$.42/mile	1 G-748EP
3320B10	2006	FORD 4x4	EXPEDITION 1/2 ton 4x4	TLO	\$54/day \$.54/mile	1 G-716EP
3320B11	2008	FORD	F250 3/4 ton 4x2	TLO	\$57/day \$.57/mile	1 G-515EZ
3320B12	2008	FORD	F250 3/4 ton 4x2	TA	\$57/day \$.57/mile	1 G-517EZ
3320B13	2008	FORD	F250 3/4 ton 4x2	Resource	\$57/day \$.57/mile	1 G-009FA
3320B15	2008	FORD	F150 1/2 ton 4x2	TA	\$42/day \$.42/mile	1 G-027FA
3320B16	2008	FORD	F150 Ext Cab 1/2 ton 4x2	FMO	\$42/day \$.42/mile	1 G-663FG
3320B17	2010	FORD	F150 Ext Cab 1/2 ton 4x2	FMO	\$42/day \$.42/mile	1 G-639FV
3320B18	2010	FORD	E150 Panel Van	Resource	\$42/day \$.42/mile	1 G-678FV
3320B19	2011	FORD	F150 1/2 ton 4x2	FMO	\$42/day \$.42/mile	1 G-924FW
3320B20	2011	FORD	F150 1/2 ton 4x2	FMO	\$42/day \$.42/mile	1 G-549GD
3320B21	2006	FORD	F150 1/2 ton 4x2	EMS	\$42/day \$.42/mile	1 G-733EP
3320B29	2008	FORD	EXPLORER 1/2 ton 4x2	Admin	\$44/day \$.44/mile	1 G-053FM



Exhibit B

VEHICLE	YEAR	VEHICLE MAKE	VEHICLE MODEL	UNIT ID	RATE/MILEAGE	MIN STFN	License Plate
3320C21	2008	FORD 4x4	F550 4X4	gal/gpm/foam 300/125/ CAFS Yes	\$85/hour+\$13/CAFS	3+1	G-623FG
3320C34	2015	FORD 4x4	F550 4x4	300/125/CAFS Yes	\$85/hour+\$13/CAFS	3+1	G-332HF
<b>Type 1 Engines</b>							
VEHICLE	YEAR	VEHICLE MAKE	VEHICLE MODEL	UNIT ID	RATE/MILEAGE	MIN STFN	License Plate
3320D05	2003	E-ONE	HUSH	500/1500/yes	\$139/Hour	4	G-811DF
3320D17	1995	EONE	HUSH	500/1500/yes	\$139/Hour	4	G-510BD
3320D18	1995	E-ONE	HUSH C900	500/1500/yes	\$139/Hour	4	G-532BD
3320D19	1995	E-ONE	Hush	500/1500/yes	\$139/Hour	4	G-343BE
3320D20	1995	EONE	HUSH	500/1500/yes	\$139/Hour	4	G-533BD
3320D22	1997	EONE	H160	500/1500/yes	\$139/Hour	4	G-116BL
3320D23	2003	EONE	HUSH	500/1500/yes	\$139/Hour	4	G-155DY
3320D24	2003	EONE	HUSH	500/1500/yes	\$139/Hour	4	G-154DY
3320D25	2003	EONE	HUSH	500/1500/yes	\$139/Hour	4	G-602DY
3320D26	2003	EONE	HUSH	500/1500/yes	\$139/Hour	4	G-164DY
3320D28	2005	EONE	HUSH	500/1500/yes	\$139/Hour	4	G-144EX
3320D29	2005	EONE	HUSH	500/1500/yes	\$139/Hour	4	G-879ES
3320D31	2009	EONE	HUSH	500/1500/yes	\$139/Hour	4	G-626FV
3320D32	2009	EONE	HUSH	500/1500/yes	\$139/Hour	4	G-655FV
3320D38	2014	EONE	EMAX	500/1500/yes	\$139/Hour	4	G-331HF
3320D39	2015	EONE	EMAX	500/1500/yes	\$139/Hour	4	G-380HJ
3320D43	2015	EONE	EMAX	500/1500/yes	\$139/Hour	4	G-379HJ
<b>Heavy Duty</b>							
VEHICLE	YEAR	VEHICLE MAKE	VEHICLE MODEL	UNIT ID	RATE/MILEAGE	MIN STFN	License Plate
3320D02	2000	EONE	75 Ft LADDER		\$200/hour	4	G-416CP
3320D06	2004	EONE	BRONTO		\$125/hour	4	G-664DY
3320D21	1997	EONE	H160	Ladder Tender	\$100/hour	4	G-919BM
3320D27	2005	FREIGHTLINER	ALF	SQ 159-Heavy Rescue	\$200/hour	5	G-713EH
3320D30	2008	SPARTAN	LADDER TENDER		\$100/hour	4	G-650FG



Exhibit B

VEHICLE	YEAR	VEHICLE MAKE	VEHICLE MODEL	UNIT ID	RATE/MILEAGE	MIN STFNG	License Plate
3320S01	2004	JOHN DEERE	4X2 TRAIL	Special Events/Med	\$100/day	1	
3320S02	2005	JOHN DEERE	2020 Pro Gator	Special Ops	\$100/day	1	
3320S03	2006	JOHN DEERE	GATOR TH 6X4	Fire Ops	\$100/day	1	
3320S04	2006	JOHN DEERE	GATOR TX	Special Events/Med	\$100/day	1	
3320S05	2006	JOHN DEERE	GATOR TX	Special Events	\$100/day	1	
3320S06	2007	JOHN DEERE	GATOR TX	TRAINING ACADEM	\$100/day	1	
3320S07	2007	JOHN DEERE	GATOR TX	TRAINING ACADEM	\$100/day	1	
3320S08	2007	POLARIS	ASAP	Special Events	\$100/day	1	G-819FE
3320S09	2007	POLARIS	ASAP	Special Events	\$100/day	1	G-640FG
3320S10	2007	JOHN DEERE	GATOR TH 6X4	Fire Ops	\$100/day	1	
3320S11	2007	JOHN DEERE	GATOR TX	Support Services	\$100/day	1	
3320S12	2008	CLUB CAR	6 PASS	GRPSTC	\$100/day	1	
3320S13	2008	CLUB CAR	6 PASS	GRPSTC	\$100/day	1	
3320s14	2009	Polaris Ranger		Special Ops	\$100/day	1	4972SA
3320S15	2009	Polaris Ranger		Special Ops	\$100/day	1	4973SA
3220S002	2006	John Deere	Gator TH 4x2	GRPSTC PD	\$100/day	1	
3220S003	2006	John Deere	Gator TH 6x4	GRPSTC PD	\$100/day	1	
3220S004	2006	Honda	Foreman Rubicon	GRPSTC PD	\$100/day	1	
3220S005	2006	Honda	Foreman Rubicon	GRPSTC PD	\$100/day	1	
3220S008	2008	Kawasaki	3010 Mule 4x4	GRPSTC PD	\$100/day	1	
3220S001	2006	Polaris	Ranger 4x4	GRPSTC PD	\$100/day	1	
3220S010	2008	Polaris	Ranger 4x4	GRPSTC PD	\$100/day	1	
	<b>OTHER</b>						
VEHICLE	YEAR	VEHICLE MAKE	VEHICLE MODEL	UNIT ID	RATE/MILEAGE	MIN STFNG	License Plate
3320E01	2000	CASE LOADER	570LXT		TBD	1	
3320G02	1996	EAGLE PICHER	FORKLIFT		TBD	1	
3320G03	2011	CLARK	FORKLIFT		TBD	1	
3320T01	2011	MAGNUM	LIGHT TRAILER		TBD	1	no plate