

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

CC: 30
Amend No. _____

Date Prepared: May 19, 2008 Council Meeting Date: June 3, 2008

TO: Terry Ellis, City Manager

THROUGH: Susan K Thorpe, Deputy City Manager, Safety & Administrative Services *SKT*

FROM: Robert McKibben, Fire Chief *RM*

PREPARED BY: Kimberly Drabik, Administrative Assistant

SUBJECT: Cooperative Fire Rate Agreement between the Arizona State Forestry Division and the City of Peoria Fire Department

RECOMMENDATION: The Peoria Fire Department requests that City Council accept the Arizona State Forester's Cooperative Fire Rate Agreement 01-1396-08 (amendment C) between the Arizona State Forestry Division and the City of Peoria Fire Department.

SUMMARY: An updated rate agreement (amendment C) has been presented to the Peoria Fire Department by the Arizona State Forestry Division that reflects recent increases in reimbursement rates for staffing and equipment used during wildland deployments. Lines 13 a-c reflects reimbursement rate increases of 21%, while item 13 d reflects only a 5% increase. Items 14 g-q reflects reimbursement rates for specific Peoria Fire Department equipment not identified on previous agreements. The Arizona State Forestry Division reviews the reimbursement rates every two years. The City of Peoria Fire Department requests that City Council accept the Arizona State Forester's Cooperative Fire Rate Agreement # 01-1396-08, IGA reference number 00-1857-LNR dated 4/15/2008 through 4/15/2010.

ATTACHMENTS:

Arizona State Forester's Cooperative Fire Rate Agreement

CITY CLERK USE ONLY:

- Consent Agenda
- Carry Over to Date: _____
- Approved
- Unfinished Business (Date heard previous: _____)
- New Business
- Public Hearing: No Action Taken

ORD. # _____ RES. # _____
LCON# 01300 C LIC. # _____
Action Date: _____

ARIZONA STATE FORESTER'S CFR CONTINUATION SHEET

COOPERATIVE FIRE RATE AGREEMENT NUMBER		IGA REFERENCE AGREEMENT NUMBER				
01-1396-08		00-1857-LNR				
(1) FIRE DEPT/AGENCY NAME (COOPERATOR)		(6) STATE DISTRICT OFFICE				
City of Peoria Fire Department		Phoenix District #1				
(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. 12 Passenger Van, EQ #1182, 2005, Ford E350 1 Ton, License #G183DY			\$62	Day	\$0.62	Mile
h. Pickup Truck, EQ #1126, 2004, Ford F-150, 1/2 Ton, Ext Cab, 2 WD, License #G-276DR			\$42	Day	\$0.42	Mile
i. Type 1 Engine, EQ #696, 1999, E-one Hush, 4 Door, 2 WD, 500 Gallon Tank, 1500 GPM Pump, License # G-258CE		4	\$125	Hr		
j. Type 1 Engine, EQ #913, 2002, Spartan, 4 Door, 2 WD, 500 Gallon Tank, 1250 GPM Pump, License # G-368DE		4	\$125	Hr		
k. Type 1 Engine, EQ #1104, 2004, E-One, 4 Door, 2 WD, CAF System, 500 Gallon Tank, 1500 GPM Pump, License #G-252DR		4	\$144	Hr		
l. Type 1 Engine, EQ #1105, 2004, E-One, 4 Door, 2 WD, CAF System, 500 Gallon Tank, 1500 GPM Pump, License #G-251DR		4	\$144	Hr		
m. Type 1 Engine, EQ #1109 2004, E-One, 4 Door, 2 WD, CAF System, 500 Gallon Tank, 1500 GPM Pump, License #G-260DR		4	\$144	Hr		
n. Type 1 Engine, EQ #1283, 2005 American La France, Eagle Pumper, 4 Door, 2 WD, 500 Gallon Tank, 1250 GPM Pump, CAF System, G-703EH		4	\$144	Hr		
o. Type 1 Engine, EQ #1464, 2007 American La France, Eagle Pumper, 4 Door, 2 WD, 500 Gallon Tank, 1250 GPM Pump, CAF System, G-521EZ		4	\$144	Hr		
p. Command Vehicle, EQ #1440, 2007, Ford F-350, 1 Ton 4WD, 4 Door, License # G-112EY			\$74	Day	\$0.74	Mile
q. Command Vehicle, EQ #1441, 2007, Ford F-350, 1 Ton 4WD, 4 Door, License # G-111EY			\$74	Day	\$0.74	Mile
(18) Special Provisions						
Cooperator will adhere to terms set forth on the General Provisions to Cooperative Rate Agreement FM104A (01/08) attached hereto.						
19) FIRE DEPT/AGENCY REPRESENTATIVE		20) NAME AND TITLE (PLEASE PRINT)		21) DATE		
		Robert McKibben, Fire Chief		4-8-08		
22) STATE FOREST DIVISION REPRESENTATIVE		23) NAME AND TITLE (PLEASE PRINT)		24) DATE		
		Scott Hunt, District Forester		4/6/2008		

FORM FM 104 (REPLACES FIN 100) Rev 1/08

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(3) Special Work Rates (column 17):
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 25% of standard hourly rate or 50% of daily rate. In-State planned event default personnel rates will be as in item 9(4) and 9(5) without allowance for excess costs due to backfill or coverage.

(4) Career Personnel Rates:
Cooperator shall charge actual labor expenses including eligible overtime and employee related expenses in accordance with each department's pre-existing labor contracts and pay schedules. A copy of the labor contract and pay schedule shall accompany the agreement. Actual excess costs to the fire department incurred for required backfill or coverage will be eligible.

(5) Volunteer Personnel Rates:
Cooperator will charge the State for volunteer fire personnel at the current rates outlined in the State Forester Volunteer Classifications for the position for which they were ordered.

b. Method of Payment: Lump-sum payment will normally be processed at the end of the emergency incident upon receipt of invoice and agreement with charges.

9. Exceptions

a. No further payment under item 9 will accrue during any period that equipment under hire is not in a safe or operable condition or when Cooperator furnished staffing is (are) not available.

b. If the Cooperator withdraws equipment and/or staffing prior to being released by the State, no further payment under item 9 shall accrue and the cooperator shall bear all costs of returning equipment and/or personnel to the point of hire.

c. After inspection and acceptance for use, equipment and/or furnished staffing that cannot be replaced or equipment that cannot be repaired at the site of work by the Cooperator or by the incident in accordance with Clause 6, within 24 hours, may be considered as being withdrawn by the Cooperator in accordance with paragraph B above, except that the incident will bear the costs of returning equipment and/or personnel to the point of hire as promptly as emergency conditions will allow.

10. 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 smokey 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 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 it's employees.

11. In-State Subsistence. The cooperator will provide and/or pay for their own food and drinks for the first 12 hours of an assignment. The State may, at its discretion, provide food and drinks within this 12 hours at no cost to the cooperator. Subsistence provided after the first twelve hours will be procured by the incident commander through normal resource ordering procedures. If subsistence is not provided after the first 12 hours, reimbursement will conform to current State, Federal GSA, or State Forester approved Cooperator Travel Policy.

12. Out-of-State Subsistence: Reimbursement will conform to current State, Federal GSA, or State Forester approved Cooperator Travel Policy for any subsistence not provided at time under hire on out-of-state incidents (incidents located beyond 100 miles of Arizona's border).

13. Commissary Deductions. Unless specifically stated elsewhere in this agreement, the cost of any commissary items, supplies, materials, or services provided to the Contractor by the State will be deducted from the payment to the Contractor. It is encouraged that the cooperator's personnel pay commissary directly.

14. Safety Requirements

a. The cooperator is required to comply with all 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 shall apply. During initial response actions, minimum firefighter qualifications shall be completion of NWCG FFT2 training. Individuals at or above single resource boss and unit leader trainee level shall be approved by the State Qualifications Committee.

c. Fire department personnel must be in adequate physical condition to meet the physical requirements for the position for which they were ordered.

d. Personal Protective Equipment
Cooperators must supply the following minimum required personal protective equipment for wildfire response: hardhat, goggles, long sleeve fire resistant shirt, fire resistant trousers, leather lace up boots with a minimum 8" top and non-skid soles, leather work gloves, and a fire shelter. Personal protective equipment shall meet current NFPA standards where applicable.

15. Disputes. This agreement is subject to Arizona Statute 41-2617; R2-7-916. The Resolution of Contract Claims and Controversies.

16. Officials Not to Benefit. No member or delegate of congress or resident commissioner shall be admitted to any share or part of this contract or to any benefits that may arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

17. Termination. The State may cancel this contract without penalty or further obligation pursuant to A.R.S. 38-511.

18. Failure to adhere to these provisions may result in the cooperator forfeiting all rights to payment.