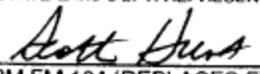
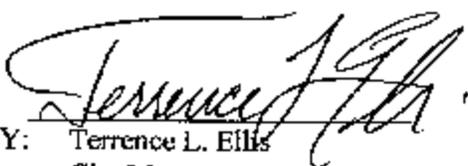


STATE FORESTER'S COOPERATIVE FIRE RATE AGREEMENT

COOPERATIVE FIRE RATE AGREEMENT NUMBER 01-1396-04		IGA REFERENCE AGREEMENT NUMBER 00-1857-LNR				
(1) FIRE DEPT/AGENCY NAME (COOPERATOR) City of Peoria Fire Department		(6) STATE DISTRICT OFFICE Phoenix District				
(2) ADDRESS 8401 W Monroe St		(7) ADDRESS 2901 West Pinnacle Peak Road				
(3) CITY, STATE, ZIP CODE Peoria, AZ 85345		(8) CITY, STATE, ZIP CODE Phoenix, AZ 85027				
(4a) BUS. PHONE 623 773-7279	(4b) EMERGENCY PHONE 602 329-0307	(9) PHONE 602-255-4059				
(4c) FAX NUMBER 623 773-7620	(4d) EMAIL ADDRESS					
(5) FEDERAL EMPLOYER ID NUMBER 86-6003634		(10) EFFECTIVE DATES OF AGREEMENT BEGINNING ENDING 04/15/2004 04/15/2006				
(11) EQUIPMENT WORK RATES LISTED BELOW ARE BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY COOPERATOR (WET).		(12) OPERATORS ARE NOT INCLUDED IN EQUIPMENT WORK RATES AND ARE PAID ACCORDING TO GENERAL PROVISION ITEM 9a4 and ITEM 9a5.				
(13) EQUIPMENT DESCRIPTION List: ICS Type, Gallons, GPM, make, model, year, FD Unit #, License #, 4X4, foam capability.		(14) STANDARD STAFFING	RATES			
			(15) WORK OR HRLY (16) SPECIAL			
			RATE	UNIT	RATE	UNIT
a. EQ#1114, B-199, Ford F-550 4 door cab, 4WD, 300 Gallon Tank, 250 GPM Pump, CAF System, Type 6X, license #G-278DR		2	\$78	Hourly		
b. EQ#1033, B-197, Ford F-550 4 door cab, 4WD, 300 Gallon Tank, 250 GPM Pump, CAF System, Type 6X, license #G-210DR		2	\$78	Hourly		
c. EQ#730, 1999 E-ONE International 4700, 4 door cab, 2WD, 750 Gallon Tank, Foam System, 1500 GPM Pump, Type 1, License #G-739CF		4	\$130	Hourly		
d. EQ#542, E-One Hush, 4 door cab, 2WD, 500 Gallon Tank, No Foam, 1500 GPM Pump, Type 1, License #G-850BS		4	\$113	Hourly		
(17) Special Provisions Cooperator will adhere to terms set forth on the "General Provisions to Cooperative Rate Agreement FM104A (2/04)" attached hereto. All operators and fire personnel will be provided at additional hourly charge as listed on attachment "A."						
(18) FIRE DEPT/AGENCY REPRESENTATIVE 		(19) NAME AND TITLE (PLEASE PRINT) Robert McKibben, Fire Chief		(20) DATE 5-11-04		
(21) STATE LAND DEPT. REPRESENTATIVE 		(22) NAME AND TITLE (PLEASE PRINT) SCOTT HUNT, Dist. Forester		(23) DATE 5/22/04		

State Forester's Cooperative Fire Rate Agreement
A04-251
IGA LCON 07300

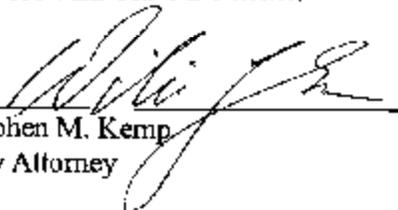
CITY OF PEORIA, ARIZONA
A municipal corporation


BY: Terrence L. Ellis
City Manager



Mary Jo Kief
City Clerk

APPROVED AS TO FORM:


Stephen M. Kemp
City Attorney

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STATE FORESTER'S ACCEPTABLE EQUIPMENT RATES FOR COOPERATIVE FIRE RATE AGREEMENTS							
ENGINE TYPE	PUMP RATE MINIMUM G.P.M. @ psi	TANK CAP. MINIMUM Gallons	MAXIMUM BASE HOURLY RATE (see next column for additions & subtractions to this rate)	COMPRESSED AIR FOAM ADDITION (+15%)	UNITS OVER 20 YEARS OLD SUBTRACTION (-15%)	INCOMPLETE EQUIPMENT SUBTRACTION (-25%)	
ICS TYPE 1	1000 @ 150 psi	400	\$113	\$17	\$17	\$28	
ICS TYPE 2	250 @ 150 psi	400	\$102	\$15	\$15	\$26	
ICS TYPE 3	150 @ 250 psi	500	\$102	\$15	\$15	\$26	
ICS TYPE 4	50 @ 100 psi	750	\$81	\$12	\$12	\$20	
ICS TYPE 5	50 @ 100 psi	400	\$81	\$12	\$12	\$20	
ICS TYPE 6	30 @ 100 psi	150	\$68	\$10	\$10	\$17	
ICS TYPE 7	10 @ 100 psi	50	\$61	\$9	\$9	\$15	
TENDER ICS TYPE 1	300	5000	\$113	\$17	\$17	\$28	
TENDER ICS TYPE 2	200	2500	\$102	\$15	\$15	\$26	
TENDER ICS TYPE 3	200	1000	\$81	\$12	\$12	\$20	
COMMAND			\$15 See note below	n/a	n/a	n/a	
COOPERATIVE EXCESS APPARATUS TYPE 1-5			\$60				
COOPERATIVE EXCESS APPARATUS TYPE 6			\$33				
Light Vehicles (Sedans, Vans, Pickups, SUV's)							
UTILIZE CURRENT USDA FOREST SERVICE EERA RATE SHEET							

Vehicles over 20 years old: Subtract 15% from base rate
 Vehicles not fully equipped per ASLD Equipment Guide: Subtract 25% from base rate.
 CAFS Units: Add 15% to base rate. Note: Units not ordered on resource order as CAFS and not used as CAFS while on incident will be paid at Non-CAFS rate.
 Command Vehicles and transportation vehicles: Current USDA Forest Service R-3 daily/mileage rates will be used for all vehicles not meeting ASLD Command Vehicle specifications or utilization. Command Vehicles utilized at incident in "non-command" functions will also be paid at USDA R-3 rates.

**GENERAL PROVISIONS TO STATE FORESTER'S
EMERGENCY EQUIPMENT RENTAL AGREEMENT (FINANCE-100a - 2/04)**

Since the equipment needs of the State and availability of contractor's equipment during an emergency incident cannot be determined in advance, it is mutually agreed that, upon request of the State, the contractor shall furnish the equipment listed hereon to the extent the contractor is willing and able at the time of order.

1. **Dispatch.** At the time of dispatch or order, a Resource Order Number and Request Number will be assigned. Contractor must furnish this number upon arrival and check in at the incident. When such equipment is furnished to the State, the following provisions shall apply;

2. **Condition of Equipment.** The State reserves the right to reject equipment which is not in safe and operative condition. No payment will be made by the State for rejected equipment.

3. **Time Under Hire.** The time under hire shall start at the time agreed upon when equipment is ordered by the State and end by notification to the Contractor by the State that equipment is released back to its point of hire, except as provided in Clause 9.

4. **Transportation of Equipment.** Equipment will be transported at State expense from point of hire to the site of work and return, except as provided in Clause 9.

5. **Operating Supplies.** As identified in Block 11, operating supplies include fuel, oil, filters, lube/oil changes. Even though Block 11 may specify that all operating supplies are to be furnished by the Contractor (wet), 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 payment to the Contractor.

6. **Repairs.** Repairs to equipment shall be made and paid for by the Contractor. 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 payment to the Contractor.

7. **Timekeeping.** Time will be recorded by the State Agent responsible for ordering and/or directing use of each piece of equipment. Time will be recorded as follows:

- a. Hourly rate - To nearest quarter hour.
- b. Daily rate - By calendar day except for first and last day, this will be recorded to nearest quarter hour, not to exceed total daily rate.
- c. Mileage Rate - To nearest mile.

8. Payments

a. **Rates of Payments:** Rates for equipment hired with operator(s) include all operator's expenses except those items provided by the State under Clause 9. Payment for equipment and operator(s) furnished will be at rates specified and, except as provided in Clause 9, shall be in accordance with the following:

(1) **Work Rates :** Shall apply when equipment is under hire as ordered by the State and on shift, including relocation of equipment under its own power. (On shift, actual units ordered and performed.)

(2) **Daily Rate:** Payment will be made on basis of calendar days. For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours.

(3) **Special Rates:** Shall apply as specified.

(4) **Guarantee:** For each calendar day that equipment is under hire at least 8 hours, the State will pay the amount shown as a guarantee. If equipment is under hire for less than 8 hours during a calendar day, the amount earned for that day will be 50 percent of the guaranteed amount. The guarantee is not applicable to equipment hired under the Daily Rate. Equipment under transport is time under hire and compensated through the guarantee. If equipment is transported under its own power it is compensated under the Work or Daily Rate.

b. **Method of Payment:** Lump-sum payment will normally be processed at the end of the emergency incident. Payment for each calendar day will be made for a) actual units ordered and performed under Work or Daily and/or Special Rates or b) the guarantee earned, whichever is the greatest amount.

9. Exceptions

a. No further payment under Clause 8 will accrue during any period that equipment under hire is not in a safe or operable condition or when Contractor furnished operator(s) is (are) not available.

b. If the Contractor withdraws equipment and/or operator(s) prior to being released by the State, no further payment under Clause 8 shall accrue and the contractor shall bear all costs of returning equipment and/or operator(s) to the point of hire.

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

9. Meals and Bedding. When camps are available, meals and bedding for contractor's operator(s) will be furnished without charge to the Contractor.

10. Loss, Damage or Destruction:

a. The State shall reimburse contractor only for damages to equipment directly caused by the fire being suppressed and where Contractor, its employees and/or operational failures in the equipment are not a contributing factor to such damage.

b. Only the State Forester Staff or a designated agent thereof, is authorized to resolve fire damage equipment claims.

11. Contractor's Responsibility:

a. Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona. Contractor shall furnish, at its own expense, commercial general liability, automobile

general liability, and workmen's compensation and employers liability insurance as listed in Appendix A. Theft, fire, and other insurance Contractor deems necessary for its protection shall be at Contractor's expense.

b. The extension of benefits under the provisions of this agreement shall be without discrimination as to race, color, creed, sex or national origin.

12. 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.

13. Personal Protective Equipment. Contractor's operators shall be provided with safety equipment and personal protective equipment (PPE) by the Contractor. Contractors that provide engines and tactical water tenders shall provide operators with full wildland PPE meeting current NFPA specifications: fire shirts, fire pants, hardhats, goggles, hearing protection, boots, gloves, and fire shelters. Operators shall be issued additional personal safety equipment when required by the State. Said equipment shall be turned in upon release from the emergency incident. Cost of safety equipment not returned will be deducted from final payment to Contractor.

14. Safety Requirements. The contractor is required to comply with all rules and regulations covered by the Arizona Industrial Commission Occupational Safety Codes, Title 23, Chapter 2, Article 10, which is included herein by reference. Contractor will meet National Wildfire Coordinating Group and State Forester Training standards where applicable.

15. Disputes. This agreement is subject to Arizona Statute 41-2617; R2-7-916 (which is included herein by reference), for the resolution of Contract Claims and Controversies.

16. Officials Not to Benefit. No member or delegate of the State House of Representatives or State Senate or any other elected or designated State Officer, or resident commissioner shall be admitted to any share or part of this contract or to any benefits that may arise therefrom, 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. 38-611, which is included herein by reference.

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ARIZONA STATE LAND DEPARTMENT - FIRE MANAGEMENT DIVISION
COOPERATIVE INTERGOVERNMENTAL AGREEMENT

This Cooperative Agreement is made by and between City of Peoria, hereinafter referred to as the Cooperator, and the State Forester.

WITNESSETH:

WHEREAS the Cooperator did on 7/11/00 enter into a Cooperative Agreement with the State Forester for the protection of its forests and wildlands as authorized under A.R.S. Section 37-623(E), as amended and; the protection of forest, wild and agricultural lands, and rural structures as provided for within the Cooperative Forestry Assistance Act, 16 U.S.C. Section 2106; and

WHEREAS it is in the best interest of the State of Arizona to have wildland fires detected and suppressed quickly before they become large and more difficult to control; and

WHEREAS the Cooperator may have the capability to respond and suppress fires under the jurisdiction of the State Forester on a more timely and effective basis than any other assets or resources in the state; and

WHEREAS the Cooperator can more adequately carry out this function if additional equipment and technical assistance is available; and

WHEREAS the State Forester may have a limited number of units of firefighting equipment that can be made available to fire associations, fire districts, and incorporated fire departments involved in fire suppression; and

WHEREAS the Cooperator represents that it is a duly constituted fire department, fire district, or political subdivision of the State authorized to provide fire protection within the boundaries of the map attached hereto and by reference made a part hereof (Appendix A); and

WHEREAS it has been determined to be advantageous to the State Forester in the proper discharge of his responsibilities to make certain equipment available to the Cooperator; and

WHEREAS the Cooperator may also have a limited number of units of firefighting equipment that can be made available to the State Forester for fire suppression work.

NOW THEREFORE, the parties to this agreement do hereby agree as follows:

THE STATE FORESTER AGREES:

1. To make available organization and training, technical assistance and other expertise as available on his staff;
2. To provide State Forester's and wildland firefighting resources inside the Cooperator's boundary when deemed available by the State Forester, and when the Cooperator has exhausted its own resources and has declared need to the State Forester. Payment for the State's resources will be negotiated after each incident based upon the resources furnished and the actual cost of those resources to the State Forester;
3. To make available such firefighting equipment as can be obtained and is suitable for the use of the Cooperator in fire management work;

4. That title to all accessories, tools, equipment, sirens, etc., which the Cooperator adds or attaches to state equipment provided by the State Forester will remain the property of the Cooperator and the Cooperator shall remove same prior to returning same equipment to the State Forester;
5. To pay and reimburse the Cooperator for fire suppression activities, equipment and manpower at the rates established per the Cooperative Fire Rate Agreement (FM104) on file with the State Forester; provided, however, that payment shall be made only for such activities on lands outside the Cooperator's established boundaries or service area when requested by the State Forester;
6. That no reimbursement for loss, damage or destruction of equipment due to ordinary wear and tear will be made;
7. To provide necessary forms as needed by the Cooperator in executing his responsibilities to the State Forester;
8. That the Cooperator may refuse to furnish manpower and equipment when requested by the State Forester if by so doing it would reduce the Cooperator's resources to a level where he could no longer maintain an adequate level of fire protection on lands within his boundary or service area;
9. The Cooperator may purchase wildland firefighting equipment and supplies through the State Forester's procurement system.

THE COOPERATOR AGREES:

1. To accept and use equipment obtained from the State Forester pursuant to this agreement ("Assigned Equipment");
2. To maintain the Assigned Equipment in operable condition and state of readiness, and promptly report any loss or damage of such equipment to the State Forester;
3. To obtain prior approval for any planned alterations of Assigned Equipment received from the State Forester;
4. Upon request, the Cooperator will promptly provide the State Forester with a report of the condition of Assigned Equipment;
5. To provide adequate shelter from the weather elements for the Assigned Equipment;
6. That the Assigned Equipment may not be sold, transferred, loaned or otherwise disposed of, or traded, but must be returned to the State Forester;
7. To provide the State Forester with a summary report on all known wildland fires inside their jurisdiction on a calendar year basis by February 1st of each year;
8. To submit a State Forester's Arizona Individual Wildland Fire Report (Wild-RF)¹-1 within 15 days, for each wildland fire that the Cooperator responds to outside their jurisdiction;
9. To respond to all wildland fires on State and Private lands within their boundary or service area at the Cooperator's expense;
10. To respond and engage in fire suppression activities upon lands under the jurisdiction of the State Forester located outside the Cooperator's boundary or service area as set forth in attached Appendix A at such time and with equipment and manpower available as requested by the State Forester;
11. To maintain and make available for use at the request of the State Forester manpower and equipment subject to the provisions of Cooperative Fire Rate Agreement (FM 104);

12. To participate to the extent possible in fire prevention activities within their boundary or service area as requested by the State Forester;
13. To accept direction and supervision by the State Forester or his duly authorized representatives while engaged in suppression activities at the State Forester's request;
14. To submit claims for reimbursement to the State Forester within ninety (90) days after release of its manpower and/or equipment in the manner and form prescribed by the State Forester;
15. To maintain wildland fire training qualifications as set forth by the State Forester;
16. 16.A. Without limiting any liabilities or any other obligations of Cooperator, Cooperator shall provide and maintain and cause its subcontractors to provide and maintain insurance coverage with forms and insurance acceptable to the state until all obligations under this Agreement are satisfied as follows:
 1. Workman's Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction of its employees engaged in the performance of the services and Employer's Liability Insurance with a minimum limit of \$100,000 each accident; \$100,000 each employee; and \$500,000 policy limit disease.
 2. Commercial general liability limits of \$1 million per occurrence. The policy shall contain a severability of interests provision. The policy shall include coverage for bodily injury, personal injury, broad form property damage, and contractual liability.
 3. Commercial automobile liability insurance of \$1 million combined single limit for each occurrence for all owned, hired, or non-owned vehicles, applicable to claims arising from bodily injury or death or any personal injury or property damage arising out of the ownership, maintenance, or use of any vehicle.

B. The policy required by this section shall have the State of Arizona, the State Land Department, the State Forester, and their agents, officials and employees as additional insured and shall specify that the insurance afforded the Cooperator shall be primary insurance and that any insurance coverage carried by the State, the State Land Department, the State Forester or their employees shall be excess coverage except as provided by State law and not contributory insurance to that provided by the Contractor. Evidence of qualified self-insurance status may suffice for the purposes of this section.

C. Failure on the part of the Cooperator to procure and maintain the required liability insurance and provide proof thereof to the State Forester within 30 days following the commencement of a new policy period shall constitute a material breach of the contract upon which the State Forester may immediately terminate this Agreement. Upon execution of the Agreement, the Cooperator shall furnish the Department with an appropriately executed certificate of insurance. The Cooperator shall provide a certificate of insurance to the State Forester annually on the anniversary of the date of executions of this Agreement as evidence that the policies shall not be canceled, terminated or materially altered until at least 30 days prior written notice has been given to the State Forester. The State of Arizona, the State Land Department and the State Forester reserve the right to request and receive certified copies of any or all of the above policies and endorsements. The amount and type of insurance coverage required herein will in no way be construed as limiting the scope of indemnity set forth in paragraph 17 below.
17. Each party to this agreement is responsible for its own, independent negligence. Each party to this agreement agrees to insure, defend, and hold harmless the other covered party(ies) with respect to this Arizona State Land Department, Fire Management Division, Cooperative Intergovernmental Agreement, but only to the extent any claims are asserted against the other covered party(ies) for its/their vicarious or derivative liability.

IT IS MUTUALLY AGREED:

1. That the Cooperator will be hired and reimbursed as set forth in an "Cooperative Fire Rate Agreement" (FM104) attached hereto as Exhibit "B", to the State Forester;
2. The equipment issued by the State Forester will be painted and identified and marked in a manner that will indicate the cooperation between the Cooperator and the State Forester;
3. If the equipment is not used as provided by this agreement, the State Forester may remove said equipment upon written notification.
4. Amendments: This agreement may be modified only by a written amendment signed by both parties. However, if mutually agreed, the parties may enter into specific supplemental, written agreements, subject to appropriate approvals, to accomplish the goals of this agreement and to carry out its terms and conditions.
5. Dispute Resolution: In the event of a dispute, the parties agree to arbitrate the dispute to the extent required by A.R.S. Section 12-1518.
6. Inspection and Audit of Records: Pursuant to A.R.S. Sections 35-214 and -215, the Cooperator shall retain all books, accounts, reports, files and other records ("Records") relating to this agreement for a period of five years after completion of the contract. All records shall be subject to inspection and audit by the State Forester at all reasonable times. Upon request, the Cooperator shall produce the original of any and all such records at the offices of the State Forester.
7. Cancellation for Conflict of Interest: Pursuant to A.R.S. Section 38-511, the State may, within three years after its execution, cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the parties is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to this contract in any capacity, or a consultant to any other party to this contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the Governor is received by the governing body of the political subdivision, unless the notice specifies a later time.
8. Nondiscrimination: The parties agree to comply with Arizona Governor's Executive Order 75-5 - "Prohibition of Discrimination in State."
9. Notices: All notices required by this agreement shall be in writing delivered to the person and addresses specified below or to such other persons or addresses as either party may designate to the other party by written notice.

State Forester:

State Forester
Arizona State Land Department
Fire Management Division
2901 West Pinnacle Peak Road
Phoenix, AZ 85027
(602) 255-4059

Cooperator:

Michael F. Fusco
(Chief's Name) (print)
Peoria Fire Dept.
(Department Name)
8401 W Maroon
(Address)
Peoria, AZ 85345
(City, State, Zip Code)
(623) 773-7262
(Phone Number)

This agreement supersedes all previous Memorandums of Understanding and Cooperative Agreements and will become effective upon filing with the Secretary of State and will continue in force from year to year unless terminated by either party by thirty days written notice to the other, provided, however, that all of the provisions herein are complied with.

In WITNESS WHEREOF the parties by and through their duly qualified acting officials have hereunto set their hands.

COOPERATOR:

Terrence L. Ellis
(Print Name)
Peoria, Arizona 85345
City, State, Zip
Terrence L. Ellis
Signature
City Manager
Title
07-6-2000
Date

8401 W. Monroe St.
Address
(623) 773-7330
Business Phone
ATTEST:
Jessica L. Graziano
Witness City Clerk
NA
Witness



STATE FORESTER:

Kirk Rowdabaugh
(Print Name)
Kirk Rowdabaugh
Signature
State Forester
Title
8/7/2000
Date

The undersigned has reviewed the foregoing Intergovernmental Agreement and determined that such Intergovernmental Agreement is within the power and authority of the State Forester and is herewith approved as to form.

This _____ day of _____, 19 _____

Attorney General
By _____
Assistant Attorney General
Attorney for State Forester

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who have determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

Attorney General
By: *Theresa Gray*
Assistant Attorney General
Attorney for State Forester

Date: 9/14/00

City Attorney
By: *[Signature]*

Date: 6/5/00

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who have determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

Attorney General
By: Theresa Wang
Assistant Attorney General
Attorney for State Forester

City Attorney
By: [Signature]

Date: 7-14-00

Date: 6/5/00

NO. 24240

Filed with the Secretary of State

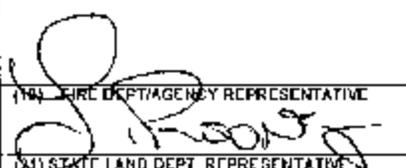
Date Filed: 09/21/00

Petey Bayless

Secretary of State

Nicky D. Graenewald

**ARIZONA STATE LAND DEPARTMENT
FIRE MANAGEMENT DIVISION
COOPERATIVE FIRE RATE AGREEMENT**

COOPERATIVE FIRE RATE AGREEMENT NUMBER		IGA REFERENCE AGREEMENT NUMBER			
(1) FIRE DEPT/AGENCY NAME (COOPERATOR) City of Peoria / Fire Department		(5) STATE LAND DISTRICT OFFICE Phoenix District			
(2) ADDRESS 8401 W Monroe Street		(6) ADDRESS 2901 W Pinnacle Peak Rd			
(3) CITY, STATE, ZIP CODE Peoria, AZ 85345		(7) CITY, STATE, ZIP CODE Phoenix, AZ 85027			
(4a) BUS. PHONE (623) 773-7440 1.4		(4b) EMERGENCY PHONE (623) 979-4222		(8) PHONE	
(9) FEDERAL EMPLOYER ID NUMBER		(10) EFFECTIVE DATES OF AGREEMENT BEGINNING _____ ENDING 4/15/02			
(11) EQUIPMENT STAFFING <input type="checkbox"/> INCLUDED IN EQUIPMENT RATE <input type="checkbox"/> SEPARATE		(12) TYPE OF DEPARTMENT <input type="checkbox"/> VOLUNTEER <input checked="" type="checkbox"/> CAREER <input type="checkbox"/> COMBINATION			
(13) EQUIPMENT DESCRIPTION List make, model, year, ICS Type, Gallons, GPM, Unit #, License #, 4x4, Foam Capability		(14) STANDARD STAFFING		RATES	
				(15) WORK OR HRLY	
		RATE	UNIT	RATE	UNIT
a. (531) 1989 Chevy, One Ton, 4x4, Type 6 200 gallons, 200 GPM, foam		2	\$65.00	Hr	\$520 Day
b. (530) 1989 Pierce, 2 WD, Foam, Type 1 ALS Capability 1500 GPM, 500 Gallon		4	\$100.00	Hr	\$800 Day
c. (535) 1990 Pierce, 2 WD, Type 1, Foam, ALS Capability. 1500 GPM, 500 Gallon		4	\$100.00	Hr	\$800 Day
d. (516) 1996 Ford Crown Victoria		1	\$10.00	Hr	\$80 Day
e.					
f.					
g.					
(17) Special Provisions Cooperator will adhere to terms set forth on Pages 1 - 2 of the "General Provisions to Cooperative Rate Agreement (FM 104 02/01)" attached hereto.					
1. All operators and fire personnel will be provided at additional hourly charge as listed on Attachment "A"					
2. See other special provisions included herein as listed in Attachment "A" which is incorporated herein by this reference					
(18) FIRE DEPT/AGENCY REPRESENTATIVE 		(19) NAME AND TITLE (PLEASE PRINT) LARAN ROONEY, DEPUTY CHIEF OF OPERATIONS		(20) DATE 9/9/01	
(21) STATE LAND DEPT REPRESENTATIVE		(22) NAME AND TITLE (PLEASE PRINT) Scott Hunt, District Forester		(23) DATE	

FORM FM 104 (REPLACES FIN 103) rev 02/01

DISTRIBUTION: ORIGINAL TO FIRE MANAGEMENT-DVO, COPIES TO FM DISTRICTS, COOPERATORS, & FINANCE

Jane Dee Hull
Governor

Michael E. Anable
State Land
Commissioner

Arizona
State Land Department

FIRE MANAGEMENT DIVISION

2901 West Pinnacle Peak Road Phoenix, AZ 85027-1002 1602; 255 4059



April 16, 2001

Larry Rooney
Peoria Fire Department
Box C-4038
Peoria, AZ 85380

Dear Larry:

Enclosed is our Cooperative Fire Rate Agreement Package to be filled out by Peoria Fire Department to set their equipment rates for use by the State Forester. I have also enclosed our acceptable rate range sheet and a few agreements from nearby fire departments for examples. I will need this rate sheet completed before Peoria can get reimbursed for State dispatched wildfires.

Feel free to call with any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Scott Hunt".

Scott Hunt
District Forester/FMO

encs

LC0N07401

GENERAL PROVISIONS TO COOPERATIVE RATE AGREEMENT FORM FM 104 (2/01)

This Cooperative Fire Rate Agreement is entered 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. **Dispatch.** At the time of dispatch, an Incident Order Number and Resource Number will be assigned. Cooperator must furnish this number upon arrival and check in at the incident. When such resources are furnished to the State, the following provisions shall apply;

2. **Condition of Equipment.** The State reserves the right to reject equipment which is not in safe and operative condition. No payment will be made for rejected equipment.

3. **Time Under Hire.** The time under hire shall start at the time agreed upon when equipment is ordered by the State and end by notification to the Cooperator by the State that equipment is released back to its point of hire, except as provided in Clause 9.

4. **Transportation of Equipment.** Equipment will be transported at State expense from point of hire to the site of work and return, except as provided in Clause 9.

5. **Operating Supplies.** Operating supplies are to be provided by the Cooperator. Operating supplies include fuel, oil, filters, lube/oil changes. Even 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 payment to the Cooperator.

6. **Repairs.** Repairs to equipment shall be made and paid for 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 payment to the Cooperator.

7. **Timekeeping and Invoicing.** Time will be recorded by the Incident Commander or State Forester's representative responsible for ordering and/or directing use of each piece of equipment. Time will be recorded as follows:

a. **Hourly rate - To nearest half hour.**

b. **Daily rate -** By calendar day except for first and last day, this will be recorded to nearest half hour. Not to exceed total daily rate.

c. **Mileage Rate - To nearest mile.**

Invoices to the State must include completed Crew Time Reports (Form 261) and/or Emergency Equipment Shift Tickets (Form 297) signed by the Incident Commander or State Forester's representative, and itemized receipts for meals, lodging and supplies, except as listed in item 11.

Invoices must be accompanied by written explanation and approved by the incident commander for workshifts exceeding 16 hours.

8. Payments.

a. **Rates of payments:** Payment for equipment and staffing furnished shall be in accordance with the following, except as provided in clause 9:

(1) **Inclusive rates (column 11):** Rates for equipment include the standard equipment staffing levels as marked in column 14. If the State orders additional personnel above the standard staffing listed in column 14, cooperators may bill separately for these personnel hours per clause 8a6.

(2) **Separated rates (column 11):** Rates for equipment will not include staffing costs. Staffing will be paid at additional costs per clause 8a6.

(3) **Hourly Work Rates (column 15):** Shall apply when the cooperator's resources are under hire as ordered by the State and on shift, including relocation of equipment under its own power. (On shift, actual units ordered and performed.) Hourly rates may apply to either inclusive or separated equipment staffing rate methods as checked in column 11.

(4) **Mileage Work Rates (column 15):** Shall normally apply only to State Cooperative Firefighting Units and will be listed at the State Land Department Cooperative Equipment mileage rates. These rates are without staffing. Staffing will be paid at additional costs per clause 8a6.

(5) **Special Rates (column 16):** Shall normally apply to a maximum daily rate for equipment that is listed without staffing. The maximum daily rate will be the total payment for the equipment in a calendar day when the hours worked multiplied by the hourly work rate equal the maximum daily rate. Staffing will be paid at

additional costs per clause 8a6.

(6) Personnel rates for career fire personnel shall be actual labor expenses including eligible overtime and employee related expenses in accordance with each department's pre-existing labor contracts and pay schedules. Actual excess costs to the fire department incurred for required backfill or coverage will be eligible. Personnel charges for volunteer fire personnel will be at the State Land Volunteer Classifications for Firefighters, Engineers, and Officers.

b. Method of Payment: Lump-sum payment will normally be processed at the end of the emergency incident. Payment for each calendar day will be made for a) actual units ordered and performed under Work and/or Special Rates or b) the guarantee earned.

9. Exceptions

a. No further payment under Clause 8 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 clause 8 shall accrue and the cooperator shall bear all costs of returning equipment and/or operator(s) 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 State 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 State will bear all costs of returning equipment and/or staffing to the point of hire as promptly as emergency conditions will allow.

10. 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 at any time 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.

11. Out-of-State Subsistence: Travel reimbursement to and from fires beyond 100

miles of Arizona's borders shall conform to current State Land Department Fire travel policies for meal and motel rates.

12. 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.

13. 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 minimum 8" top and non-skid soles, leather work gloves, and a fire shelter. Personal protective equipment shall meet NFPA 1977-93 where applicable.

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. All fire department personnel must have completed the State's Basic Wildland Firefighting 20 or 32-hour Course or equivalent.

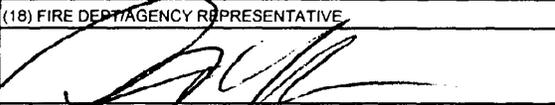
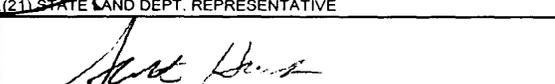
c. Fire department personnel shall be of adequate physical condition to meet the arduous demands of wildland firefighting.

15. Disputes. This agreement is subject to Arizona Statute 41-2517; 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 therefrom, 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.

STATE FORESTER'S COOPERATIVE FIRE RATE AGREEMENT

COOPERATIVE FIRE RATE AGREEMENT NUMBER		IGA REFERENCE AGREEMENT NUMBER				
01-1396-06		00-1857-LNR				
(1) FIRE DEPT/AGENCY NAME (COOPERATOR)		(6) STATE DISTRICT OFFICE				
City of Peoria Fire Department		PHOENIX DISTRICT				
(2) ADDRESS		(7) ADDRESS				
8401 W. Monroe St.		2901 W. PINNACLE PEAK RD				
(3) CITY, STATE, ZIP CODE		(8) CITY, STATE, ZIP CODE				
Peoria, AZ 85345		PHOENIX, AZ 85027				
(4a) BUS. PHONE	(4b) EMERGENCY PHONE	(9) PHONE				
623-773-7279	602-329-0307	602-255-4059 (BUS) 1-800-309-7081 (FIRE EMERGENCY LINE)				
(4c) FAX NUMBER	(4d) EMAIL ADDRESS					
623-773-7294	scottf@peoriaaz.com					
(5) FEDERAL EMPLOYER ID NUMBER		(10) EFFECTIVE DATES OF AGREEMENT				
86-6003634		4/15/2006		4/15/2008		
		BEGINNING		ENDING		
(11) EQUIPMENT WORK RATES LISTED BELOW ARE BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY COOPERATOR (WET).		(12) OPERATORS ARE NOT INCLUDED IN EQUIPMENT WORK RATES AND ARE PAID ACCORDING TO GENERAL PROVISION ITEM 9a4 and ITEM 9a5.				
(13) EQUIPMENT DESCRIPTION		(14)	RATES			
List: ICS Type, Gallons, GPM, make, model, year, FD Unit #, License #, 4x4, foam capability.		STANDARD STAFFING	(15) WORK OR HRLY		(16) SPECIAL	
			RATE	UNIT	RATE	UNIT
a. EQ #1114, B-199, Ford F-550 4 door cab, 4 WD, 300 Gallon Tank, 250 GPM Pump, CAF System, Type 6X, license #G-278DR		2	\$72	Hourly	\$83	Hourly (CAFS Rate)
b. EQ #1033, B-197, Ford F-550 4 door cab, 4 WD, 300 Gallon Tank, 250 GPM Pump, CAF System, Type 6X, license #G-210DR		2	\$72	Hourly	\$83	Hourly (CAFS Rate)
c. EQ #730, 1999 E-ONE International 4700, 4 door cab, 2 WD, 750 Gallon Tank, CAF System, 1500 GPM Pump, Type 1, license #G-739CF		4	\$119	Hourly	\$137	Hourly (CAFS Rate)
d. EQ #542, E-ONE Hush, 4 door cab, 2 WD, 500 Gallon Tank, No Foam, 1500 GPM Pump, Type 1, license #G-850BS		4	\$119	Hourly		
e. EQ #1320, 2006 Ford F-250, 4 door crewcab, 2 WD, Command Vehicle, license #G-155EN		2	USDA Rates	Hourly		
(17) Special Provisions						
Cooperator will adhere to terms set forth on the General Provisions to Cooperative Rate Agreement FM104A (01/06) attached hereto.						
All operators and fire personnel will be provided at additional hourly charge as listed on attachment "A".						
Items A,B, & C: CAFS Rate applicable if ordered or utilized as CAFS Engine.						
(18) FIRE DEPT/AGENCY REPRESENTATIVE		(19) NAME AND TITLE (PLEASE PRINT)			(20) DATE	
		Robert McKibben, Fire Chief			3-15-06	
(21) STATE LAND DEPT. REPRESENTATIVE		(22) NAME AND TITLE (PLEASE PRINT)			(23) DATE	
		Scott Hunt, District Forester			3-14-06	

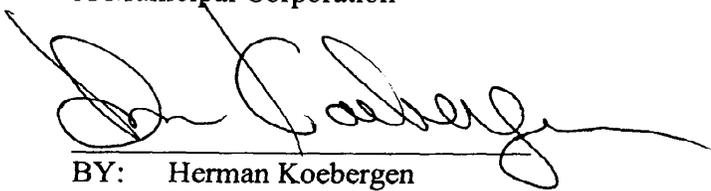
FORM FM 104 (REPLACES FIN 100) Rev 1/06

DISTRIBUTION: ORIGINAL TO STATE, COPIES TO FM DISTRICTS AND COOPERATORS

L CON ~~07401A~~
07300B

State Forester's Cooperative Fire Rate Agreement
A04-251
IGA LCON 07300

CITY OF PEORIA, ARIZONA
A Municipal Corporation



BY: Herman Koebergen
Materials Manager

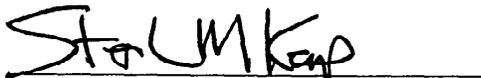
ATTESTED BY:



Mary Jo Kief
City Clerk



APPROVED AS TO FORM:



Stephen M. Kemp
City Attorney

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Vehicles over 20 years old: Subtract 15% from base rate
 Vehicles not fully equipped per ASLD Equipment Guide: Subtract 25% from base rate.
 CAFS Units: Add 15% to base rate. Note: Units not ordered on resource order as CAFS and not used as CAFS while on incident will be paid at Non-CAFS rate.
 Command and Light Vehicles : Current USDA Forest Service R-3 daily/mileage rates will be used for all light vehicles. Current rates may be found at:
<http://gacc.nifc.gov/swcc/administrative/finance/finance.htm>

STATE FORESTERS' ACCEPTABLE EQUIPMENT RATES FOR COOPERATIVE FIRE RATE AGREEMENTS						
Revision Date 1/23/06						
ENGINE TYPE	PUMP RATE G.P.M. @ psi	TANK CAP. MINIMUM Gallons	MAXIMUM BASE HOURLY RATE (see next columns for additions & subtractions to this rate)	COMPRESSED AIR FOAM ADDITION (+15%)	UNITS OVER 20 YEARS OLD SUBTRACTION (-15%)	INCOMPLETE EQUIPMENT SUBTRACTION (-25%)
ICS TYPE 1	1000 @ 150 psi	400	\$119	\$18	\$18	\$30
ICS TYPE 2	250 @ 150 psi	400	\$108	\$16	\$16	\$27
ICS TYPE 3	150 @ 250 psi	500	\$108	\$16	\$16	\$27
ICS TYPE 4	50 @ 100 psi	750	\$85	\$13	\$13	\$21
ICS TYPE 5	50 @ 100 psi	400	\$85	\$13	\$13	\$21
ICS TYPE 6	30 @ 100 psi	150	\$72	\$11	\$11	\$18
ICS TYPE 7	10 @ 100 psi	50	\$64	\$10	\$10	\$16
TENDER ICS TYPE 1	300	5000	\$119	\$18	\$18	\$30
TENDER ICS TYPE 2	200	2500	\$108	\$16	\$16	\$27
TENDER ICS TYPE 3	200	1000	\$85	\$13	\$13	\$21
COOPERATIVE ASLD EXCESS APPARATUS TYPE 1-5						
COOPERATIVE ASLD EXCESS APPARATUS TYPE 6			\$35			
UTILIZE CURRENT USDA FOREST SERVICE ERA RATE SHEET http://gacc.nifc.gov/swcc/administrative/finance/finance.htm Command, Light Vehicles (Sedans, Vans, Pickups, SUV's)						

GENERAL PROVISIONS TO STATE FORESTER'S COOPERATIVE RATE AGREEMENT FORM FM 104A (1/06)

This Cooperative Fire Rate Agreement is entered 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. Dispatch. At the time of dispatch, an Incident Order Number and Resource Number will be assigned. Cooperator must furnish this number as well as a copy of the agreement upon arrival and check in at the incident. When such resources are furnished to the State, the following provisions shall apply;

2. Condition of Equipment. The State reserves the right to reject equipment which is not in safe and operative condition. No payment will be made for rejected equipment.

3. Time Under Hire. The time under hire shall start at the time agreed upon when equipment is ordered by the State and end by notification to the Cooperator by the State that equipment is released back to its point of hire, except as provided in Clause 9.

4. Transportation of Equipment. Equipment will be transported at State expense from point of hire to the site of work and return, whether under its own power or by transport, except as provided in Item 10.

5. Operating Supplies. Operating supplies are to be provided by the Cooperator. Operating supplies include fuel, oil, filters, lube/oil changes. Even 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 payment to the Cooperator.

6. Repairs. Repairs to equipment shall be made and paid for 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 payment to the Cooperator.

7. Timekeeping and Invoicing. Time will be recorded by the Incident Commander or State Forester's representative responsible for ordering and/or directing use of each piece of equipment. Time will be recorded as follows:

a. Hourly rate - To nearest quarter hour.

b. Daily rate - By calendar day except for first and last day, this will be recorded to nearest hour. Not to exceed total daily rate.

c. Mileage Rate - To nearest mile.

d. Excessive Work Hours - Work shifts exceeding 16 hours after the first shift of the incident will require the written justification by the incident commander.

e. Meal breaks - A minimum of thirty minute meal break must be shown on crew time reports for each operational period. Exceptions to this must

meet conditions as referenced in chapter 10 section 12.6 of the NWCG Intergency Incident Business Management Handbook #2 (NWCG BMH #2 <http://www.nwcg.gov/pms/pubs/large.html>)

f. Rest and Recuperation (R&R) - R & R can be reimbursed if it is the policy of the cooperator to allow R&R. A copy of the cooperator's R & R policy should accompany their rate agreement. Cooperators must meet the conditions listed in the NWCG BMH #2 section 12.7-2 & 12.7-3.

8. Invoices: Invoices to the State must include the information in the State Invoice Format (State form FM 122) and must be signed by an authorized Cooperator's representative. Invoices shall be submitted within 90 days to the State after release from the incident. Invoices shall contain the following attachments:

a. Completed Crew Time Reports (Form 261) and / or Emergency Equipment Shift Tickets (Form 297) signed by the Incident Commander, Immediate Supervisor or State Forester's representative. On extended Federal Incidents and Team Managed Incidents, Fire Time Reports (Form 288) and Emergency Equipment Use Invoices (OF-286) are also required.

b. Itemized receipts and resource order #'s for authorized supply purchases are required..

c. Incident Commander written justification for excess work hours (See item 7f).

d. Rest & Recuperation (R&R) recommendation if submitting for R&R reimbursement (See item 7f).

e. Cell phone reimbursement: A resource order number and form FM 121 are required if submitting for reimbursement of ordered and approved cell phone use.

f. Incident based documentation: All inspections, reports, resource order #'s and approval for reimbursement (justifications) for damage or loss claims shall accompany invoice.

9. Payments.

a. Rates of payments: Payment for equipment and staffing furnished shall be in accordance with the following, except as provided in item 10:

(1) Hourly Work Rates (column 15): Shall apply to cooperator tactical apparatus, including federal excess cooperative property. Current State equipment rate sheets will be utilized to set these rates. Rates shall apply when the cooperator's resources are under hire as ordered by the State and on shift, including mobilization and demobilization of equipment under its own power. (On shift actual units ordered and performed.) When apparatus is being transported (lowboy), a maximum of 4 hours per calendar day will be paid.

(2) Daily Work Rates (use column 15): Will apply to light duty non-tactical vehicles, command vehicles and miscellaneous equipment. Payment will be made on the basis of calendar days. For fractional days at the beginning and ending of time under hire payment will be based on 50% of the daily rate for periods less than 8 hours. Current USDA R-3 EERA rate sheets will be utilized to set these rates.

(3) Special Work Rates (column 16): Shall normally apply for mileage rates and special agreement conditions, such as severity patrols and prescribed burning.

(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. 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 Firefighters, Engineers and Officers. Volunteer personnel who are NWCG qualified in an advanced wildland position and are officially ordered by the State to work in the advanced NWCG Position, may charge current State AD5 rates.

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.

10. 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 cooperators 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.

11. In-State Subsistence. The cooperators 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 cooperators. 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 Fire Travel Policy or State approved Cooperator Travel Policy.

12. Out-of-State Subsistence: Reimbursement will conform to current State Fire Travel Policy or State 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 cooperators's personnel pay commissary directly.

14. Safety Requirements

a. The cooperators 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. All fire department personnel must have completed the State's Basic Wildland Firefighting Training or NWCG equivalent.

c. Fire department personnel must be in adequate physical condition to meet the arduous demands of wildland firefighting.

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 cooperators forfeiting all rights to payment.

Instructions for Completing the Cooperative Fire Rate Agreement FM104 (rev 1/06)

Complete the Cooperative Fire Rate Agreement (FM 104) as follows:

Lines 1, 2, and 3. Fire Dept/Agency Name.

Line 4a Day Phone No. Fire Department Business Phone.

Line 4b. Fire Department Emergency Phone.

Line 4c. Fire Department Fax #.

Line 4d. Fire Department email address.

Line 5. Federal Employer ID Number. Needed for payment. All fire departments, fire districts, and non-profits will need to list Federal Employer Identification #. *Example 86-0334576*

Lines 6, 7, 8 & 9. State District Responsible for the Agreement, Address, City State, Zip Code, and Phone Number.

Line 10. Effective Dates of Agreement. The State Forester requests a two year agreement. Amendments may be used to add/subtract/change agreement.

Line 11. Operating Supply Statement. Self explanatory.

Line 12. Operator Statement. Self Explanatory.

Line 13. Equipment Description. List equipment to be made available to the State. Include ICS type, License #, Unit #, , Model, Year, gallon capacity, G.P.M., 4x4, 4x2, and foam capability.

Line 14. Standard Staffing. List standard staffing number with each piece of equipment.

Lines 15 & 16. Rates. The State Forester request that fire departments submit rates in the following categories.

1. Hourly rates for tactical and command vehicles. Rates per Land Department rate sheet.
2. Daily rates plus mileage for light vehicles, such as pickups and sedans. Rates per USDA rate sheet.
3. Other specialized equipment – contact your District Forester.

Personnel Rates: You do not need to enter personnel rates. Personnel rates will be paid in the following systems:

Career Personnel Rates: Actual labor expenses including eligible overtime and employee related expenses in accordance with your department's pre-existing labor contract or pay schedules.

Fire Department Backfill or Coverage Costs: Actual excess costs to the fire department incurred for required backfill or coverage will be eligible. *For example: A fire department has to bring in an off duty firefighter for 10 hours shift coverage at time and one-half salary because their normal person is on a State Wildfire for 10 hours. In this case the State would be responsible for the additional one-half salary cost the fire department has incurred.*

Volunteer Personnel Maximum Rates:

POSITION/RANK	ALLOWABLE RATE
FIREFIGHTER	\$11.68 PER HOUR**
ENGINEER	\$12.84 PER HOUR**
OFFICER	\$14.60 PER HOUR**
NWCG HIGHER QUALS	Contact District Forester

** 2005 rates. Updates for future years will be provided as received.

Line 17. **Special Provisions.** Space for any special provisions that your department or the State Forester needs to incorporate into the agreement. Be sure to contact your State Forester representative to see if the language will be acceptable. Be sure to include a reference incorporating the Cooperative Fire Rate General Provisions, FM104a here also (and attach them to the agreement).

Line 18. **Fire Dept/Agency Representative (Signature).** Needs to be signed by Fire Chief or other authorized representative of your fire department before the State signs the agreement.

Lines 19 & 20. **Name and Title (Printed) and Date.** Self Explanatory.

Lines 21, 22, & 23. **State Forester Representative, Name & Title, Date.** Last signature on the agreement.

MAILING. The Fire Department is to mail the signed and completed CFR form in its entirety to the appropriate State Forester Representative. The State will sign the bottom section and mail a copy back to the fire department.

EMAILING: If capable, the Division also request an electronic copy emailed to the addresses below.

Listed below are names and addresses of the State Forester Representatives:

<p>Scott Hunt 1 District Forester Fire Management Division Arizona State Land Department 2901 W. Pinnacle Peak Phoenix, AZ 85027 602-255-4059 scotthunt@azstatefire.org Maricopa, Gila, Yuma, LaPaz, Yavapai, and Pinal (North of Gila River) Counties</p>	<p>Kevin Boness 2 District Forester Fire Management Division Arizona State Land Department 3650 Lake Mary Road Flagstaff, AZ 86001 928-774-1425 kevinboness@azstatefire.org Coconino, Apache, Mohave, and Navaho Counties</p>	<p>Brian Lauber 3 District Forester Fire Management Division Arizona State Land Department 233 N. Main Ave Tucson, AZ 85701 520-628-5480 brianlauber@azstatefire.org Pima, Santa Cruz, and Pinal (South of Gila River), Cochise, Graham, Greenlee, and Santa Cruz Counties</p>
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STATE FORESTER'S COOPERATIVE FIRE RATE AGREEMENT

COOPERATIVE FIRE RATE AGREEMENT NUMBER 01-1344-04		IGA REFERENCE AGREEMENT NUMBER KR-99-0111 LNR				
(1) FIRE DEPT/AGENCY NAME (COOPERATOR) Ironwood Fire Department		(6) STATE LAND DISTRICT OFFICE Phoenix District				
(2) ADDRESS 1400 N. Central		(7) ADDRESS 2901 W. Pinnacle Peak Road				
(3) CITY, STATE, ZIP CODE Ironwood, AZ 85020		(8) CITY, STATE, ZIP CODE Phoenix, AZ 85027				
(4a) BUS. PHONE 928-899-0000	(4b) EMERGENCY PHONE 928-899-1111	(9) PHONE 602-255-4059 1-800-309-7081 (fire)				
(4c) FAX NUMBER 928-899-2222	(4d) EMAIL ADDRESS IronwoodFd@fire.net					
(5) FEDERAL EMPLOYER ID NUMBER 86-1234567		(10) EFFECTIVE DATES OF AGREEMENT BEGINNING 4/15/06 ENDING 4/15/08				
(11) EQUIPMENT WORK RATES LISTED BELOW ARE BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY COOPERATOR (WET).		(12) OPERATORS ARE NOT INCLUDED IN EQUIPMENT WORK RATES AND ARE PAID ACCORDING TO GENERAL PROVISION ITEM 9a4 and ITEM 9a5.				
(13) EQUIPMENT DESCRIPTION List: ICS Type, Gallons, GPM, make, model, year, FD Unit #, License #, 4X4, foam capability.		(14) STANDARD STAFFING	RATES			
			(15) WORK OR HRLY		(16) SPECIAL	
			RATE	UNIT	RATE	UNIT
a. Type 6 Engine, 200 gal., 75 gpm, 2003 Ford F-550, Br-211, 4 x4, AZ Lic # G-587ER		2	\$72	HR		
b. Type 1 Engine, 400 gal, 1250 gpm, 1999 Pierce, Eng-211, AZ Lic # G-678TR		4	\$119	HR		
c. Type 2 Tender, 2500 gal, 500 gpm, 2000 Mack, 4X2, AZ Lic # G-412DE		1	\$108	HR		
d. Command Vehicle, 2004 Dodge Durango, 4 X 4, AZ Lic #G-110GG		1	Current USDA	Rates R-3	for ½ ton SUV	
e. Pickup, 2000 Ford ½ Ton, Crewcab, 4 X 4, AZ Lic # G-KLJ67		1	Current USDA	Rates R-3	For ½ ton 4x4 CC PU	
f.						
(17) Special Provisions Cooperator will adhere to terms set forth on the "General Provisions to Cooperative Rate Agreement FM104A (2/04) attached hereto.						
(18) FIRE DEPT/AGENCY REPRESENTATIVE /Joe Smith		(19) NAME AND TITLE (PLEASE PRINT) Joe Smith, Fire Chief			(20) DATE 4/10/06	
(21) STATE LAND DEPT. REPRESENTATIVE /Scott Hunt		(22) NAME AND TITLE (PLEASE PRINT) John Brown, District Forester			(23) DATE 4/10/06	

FORM FM 104 (REPLACES FIN 100) Rev 1/06

DISTRIBUTION: ORIGINAL TO STATE LAND, COPIES TO FM DISTRICTS AND COOPERATORS

**STATE FORESTER'S
REQUIRED WILDLAND EQUIPMENT GUIDE**
Revision Date 1/06

ITEM	TYPE 1 ENGINE MINIMUM	TYPE 2 ENGINE MINIMUM	TYPE 3 ENGINE MINIMUM	TYPE 4 ENGINE MINIMUM	TYPE 5 ENGINE MINIMUM	TYPE 6 ENGINE MINIMUM	TYPE 7 ENGINE MINIMUM	ALL TENDER TYPES
HOSE								
Hose, 3/4 "Feet, Synthetic or Hard	0	0	200	100	100	100	100	
Hose, 2 1/2 ", NH, ft	1200	1000						
Hose, 1 1/2 " CJRL or Synthetic, NH, 100 ft length	4	5	10	3	3	3	0	2
Hose, 1" CJRL or Synthetic, NPSH, 100 ft length	2	3	8	3	3	3	2	
Hose, Suction, 4" Soft, ft	16	16						16
Hose, Suction, 1 1/2 " Hard, lgs			2	2	2	2	2	2
Hose, Suction, 4" +, hard, lgs	2	2						
Hose, Suction, 2 1/2 " Soft, lgs.			2					
FITTINGS								
Adaptor, 1 1/2 " NH Female to 1"NPSH male			1					
Adaptor, 1 1/2 " NPSH Female to 1 1/2 " NH male			1					
Cap, 1", NPSH			1					
Cap, 1 1/2 NH			1					
Check & Bleeder valve, 1 1/2 NH			1					
Coupling, 1" NPSH double male	1	1	1	1	1	1	1	
Coupling, 1 " NPSH double female	1	1	1	1	1	1	1	
Coupling, 1 1/2 NH double male	1	1	1	1	1	1	1	
Coupling, 1 1/2 NH double female	1	1	1	1	1	1	1	
Coupling, 2 1/2 NH double male	1	1						
Coupling, 2 1/2 NH double female	1	1						

ITEM	TYPE 1 ENGINE MINIMUM	TYPE 2 ENGINE MINIMUM	TYPE 3 ENGINE MINIMUM	TYPE 4 ENGINE MINIMUM	TYPE 5 ENGINE MINIMUM	TYPE 6 ENGINE MINIMUM	TYPE 7 ENGINE MINIMUM	ALL TENDER TYPES
Draft Bell, 2 1/2			1					
Increase, 1" NPSH Female to 1 1/2 NPSH male			1					
Increase, 1" NPSH Male to 1 1/2 " NH male			1					
Nozzle, 1" NPSH Adjustable Pattern	2	2	2	2	2	2	1	
Nozzle, 1" NPSH Forester			5	2	2	2	1	
Nozzle, 1 1/2 NH Adjustable Pattern	2	2	1	1	1	1	1	
Reducer, 1" NPSH Female to to 3/4 GH male	1	1						
Reducer, 1 1/2 "NH Female to 1" NPSH male	4	4	5	10	4	4	2	
Reducer, 2 1/2 " NH Female to 1 1/2 " NH male	4	4	1					1
Tee, Inline 1 1/2 NS x 1 1/2 NS to 1" NPSH			1	1	1			
Tip, nozzle, forester, straight team			1	1	1	1	1	
Tip, nozzle, forester, 3 gpm fog			1	1	1	1	1	
Tip, nozzle, forester, 6 gpm fog			1	1	1	1	1	
Valve, Gated Wye, 1 1/2 " NH			5	4	4	4	2	1
Valve, Foot w strain,			1	1	1	1	1	
Water Handling Accessories								
Wetting Agent (qts) Foam may be subst.	2	2	2	2	2	2	2	
Clamp, Hose 1 1/2 "	2	2	3	3	2	2	2	
Clamp, Hose 2 1/2 " +	2	2						
Gasket, Assorted Sizes, ea.	2	2	2	2	2	2	2	2
Tank, Portable, Folding or pillow type								1000 gal min.
Wrench, Hydrant	2	2	1	1	1	1	1	1

ITEM	TYPE 1 ENGINE MINIMUM	TYPE 2 ENGINE MINIMUM	TYPE 3 ENGINE MINIMUM	TYPE 4 ENGINE MINIMUM	TYPE 5 ENGINE MINIMUM	TYPE 6 ENGINE MINIMUM	TYPE 7 ENGINE MINIMUM	ALL TENDER TYPES
Wrench, Spanner	2	2	2	2	2	2	2	2
Fireline Tools								
Water, drinking, gal. (1 gal per person minimum)	4	3	3	3	3	3	3	2
Fusees	24	24	24	24	24	24	24	
McLeod	2	2	2	2	2	2	2	1
Pulaski	2	2	2	2	2	2	2	1
Shovel or Combi tool	2	2	2	2	2	2	2	
Backpack Pump	2	2	2	2	2	2	2	
File, Mill, Bastard	1	1	1	1	1	1	1	1
Chainsaw Kit			1	1	1	1	1	
Structural Fire Tools								
Debris Bag	1	1						
Fire Axe	1	1						
Forcible Entry Tool	2	2						
Hall Runner	1	1						
Ladder, 10' Attic	1	1						
Ladder, 14' Roof	1	1						
Ladder, 24' Extension	1	1						
Pike Pole 6 or 8'	1	1						
Salvage Cover 12 x 18'	1	1						
SCBA	4	3						
Spare SCBA Bottle	4	3						
Square Point Shovel	1	1						

**USDA Forest Service Emergency Rates for Light Vehicles
Effective 4/05**

	Daily Rate	Mileage Rate (Wet - Fire Dept pays for fuel/oil)
SEDANS	\$39	.39
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PICKUPS, 4x2		
Compact PU	\$32	.32
½ Ton	\$40	.40
¾ Ton	\$49	.49
1 Ton	\$52	.52
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PICKUPS, Crewcab, 4x2		
¾ Ton	\$54	.54
1 Ton	\$62	.62
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PICKUPS, Stakeside, 4x2		
1 ½ Ton	\$63	.63
2 Ton	\$69	.69
2 ½ Ton	\$75	.75
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PICKUPS, 4x4		
Compact Pickup	\$39	.39
½ Ton	\$43	.43
¾ Ton	\$51	.51
1 Ton	\$60	.60
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PICKUPS, Crewcab, 4x4		
¾ Ton	\$62	.62
1 Ton	\$70	.70
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SPORT UTILITY, 4x4		
Compact	\$44	.44
½ Ton	\$51	.51
¾ Ton	\$60	.60
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VANS		
7 Pass (mini-van)	\$40	.40
8 Pass	\$51	.51
12 Pass	\$59	.59
15 Pass +	\$Negotiate	Negotiate