



**Arizona Department of Forestry and Fire Management  
Annual Operating Plan (AOP) for Cooperative Fire Rate Agreement  
Effective Date 2/1/2022**



This Cooperative Fire Rate Agreement (CFRA) is entered into pursuant to the Governmental Agreement (GA) 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 GA, the GA shall prevail.

Expenses incurred under this Agreement follows the most recent version of the Interagency Incident Business Management Handbook (Yellow Book). Cooperators under this Agreement are treated as Cooperators under the Yellow Book. In the event of a conflict between the Yellow Book, this Rate Agreement, and/or the GA, the GA shall prevail, followed by this Rate Agreement.

Resources assigned under this Agreement remain employees or property of the Cooperator however, while under assignment pursuant to this agreement, the State retains authority and direction over those resources. At any time, the Cooperator may choose to withdraw a resource from assignment, understanding that they will be subject to section 3, sub-section M of these provisions. Additionally, the resources shall remain covered by the Cooperator's workers' compensation and insurance while on assignment for the State. Accepting assignment under this agreement conveys acceptance of this AOP document.

### **Changes for 2022**

- Changed General Provisions to Annual Operating Plan (AOP) throughout document.
- 2b: Minimum Staffing vi Type 6 Engine revised to include \*2 Staffing only allowable for Smoke Check dispatched by AIDC
- 3(b)(d): Deleted Mileage rate
- 3(e): Added Staff utilized from another cooperator must be billed by the cooperator holding the equipment.
- 3(i): Changed vehicle to equipment
- 4(a): Added There may be changes to the reimbursement section once the Fire Billing System (FBS) is fully in place.
- 4(d): Added Cooperators borrowing personnel from another Cooperator must note the personnel and department name on the invoice.
- 4(b)f.ii: Removed Cooperator must receive authorization from the incident's incident Commander or Finance Section Chief, replaced with Cooperators must receive authorization from a supervisor.
- 4(b)f.ii: Removed began after 1900 hours, replaced with is 2 hours or less.
- 4(f): Removed A copy of the pay schedule with grade ranges shall accompany CFRA. Removed as per Section 4, Sub-section h
- 4(g): Deleted above the top step of, replaced with highest hourly rate
- 4(h): Added per defined workweek.
- 4(j): Added clean and accurate.
- 5(c): Added Personal items will not be reimbursed.



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**1. Safety:**

- (a) Resources assigned under this Agreement must follow National Wildland Coordinating Group (NWCG) standards. This includes training, qualifications, and the expectation that resources assigned will be expected to operate unsupported for the first 24 hours of an assignment. 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.
- (b) 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.
- (c) Current NWCG Qualification standards 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.
- (d) Cooperator 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 and complete the annual refresher. Fire department personnel will carry a current, approved Incident Qualification Card showing the position for which they were ordered.
- (e) In concordance with Federal incident driving guidelines, the State discourages any travel taking place between the hours of 2200 and 0500 unless there are extenuating circumstances to justify travel between these hours. These circumstances are situations where life and/or property are imminently threatened, or the incident is occurring within the resource's general response area and minimal travel distance is required to reach the incident. Ultimately, the responsibility for preventing and managing fatigue rests with the supervisor and resources involved.
- (f) The Cooperator may be reimbursed only for equipment listed in IROC. Vehicles will be reimbursed at the rates set in the current AOP Appendix A: Acceptable Rates for CFRAs. Equipment may be designated to be paid an hourly rate, daily rate, or an all-inclusive rate on the CFRA. The all-inclusive rate will be at the tier rate as determined by DFFM. An all-inclusive rate is described in Section 3 Sub-section E of this document.

**2. Equipment Requirements:**

- (a) Personal Protective Equipment: Cooperators must supply and utilize the following minimum required personal protective equipment:
  - a. Wildfire Incidents – According to NFPA 1977
  - b. Structure Fire Incidents – According to NFPA 1971
  - c. HAZMAT Incidents – According to NFPA 1991, 1994, and 1992
  - d. Technical Rescue Incidents – According to NFPA 1951
  - e. Medical Incidents – According to NFPA 1999
  - f. ARFF Incidents – According to NFPA 1976
  - g. Non-Operations Functions – According to NFPA 1975



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(b) Condition of Equipment: Equipment furnished under this Agreement will be equipped to the standards listed in AOP Appendix C: Required Equipment. Equipment determined at the time of check in or inspection to be not in safe and operative condition or not compliant with Appendix C, may be rejected by the incident. No reimbursement will be made for rejected equipment.

a. Standard Staffing: Staffing for equipment is determined by capacity of the equipment and the number of personnel needed to effectively operate the equipment. Arizona Department of Forestry and Fire Management (DFFM) expects equipment to be staffed to the capacity allowed by the equipment. AOP Appendix B: Equipment Capability Guide, lists the staffing for each type of equipment based on NWCG and/or FEMA standards. DFFM recognizes that not all cooperators may be able to staff at maximum levels. Minimum staffing levels will be NWCG/FEMA minimum staffing. DFFM will allow Cooperators to staff their equipment to the maximum staffing numbers described in Section 2, Sub-section (B) b. **Chase trucks to allow for maximum staffing levels ARE NOT automatically authorized.** Chase trucks must be authorized on the resource order to be reimbursed.

b. Minimum Staffing for Wildfire Incidents:

Type	In-State	Out of State
i. Type 1 Engine:	3-4	4
ii. Type 2 Engine:	3-4	4-5
iii. Type 3 Engine:	3-5	4-5
iv. Type 4 Engine:	3-4	3-4
v. Type 5 Engine:	3-4	3-4
vi. Type 6 Engine:	*2, 3-4	3-4
vii. Type 7 Engine:	2-3	3
viii. Type 1 SPT Tender:	1-2	1-2
ix. Type 2 SPT Tender:	1-2	1-2
x. Type 3 SPT Tender:	1-2	1-2
xi. Type 1 TAC Tender:	2	2
xii. Type 2 TAC Tender:	2	2

\*Staffing only allowable for Smoke Check dispatched by AIDC

c. Vehicle Operating Supplies: Operating supplies are to be provided by the Cooperator, the Yellow Book defines this as “wet”. 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. Operating supplies may include but are not limited to fuel, oil, filters, lube/oil changes. This does not apply to rental vehicles when approved on the Resource Order.



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- d. Communications Equipment: It is required that Cooperators that respond to State incidents be able to communicate on DFFM frequencies. Frequency lists are available to cooperators on agreement with DFFM. Cooperators that will respond to extended attack requests within Arizona and outside of the state are required to equip their resources with VHF capable radios that meet P25 standards. The National Interagency Fire Center (NIFC) Communications Division has provided a list of approved P25 capable communications equipment that can be found at [https://www.nifc.gov/NIICD/docs/approved\\_radios.pdf](https://www.nifc.gov/NIICD/docs/approved_radios.pdf). The exception to this is on Initial Attack.
- (c) Additional Equipment: Cooperator will be reimbursed for additional equipment when such equipment is ordered on the resource order and listed on the Cooperator's CFRA.
- (d) Medical Equipment and Resources: Cooperators with medical equipment and resources should reference the [Southwest Mobilization Guide Chapter 40 – Page 78](#). Primary direction will come from the Cooperator's policies/guidelines and the Cooperator's Base Hospital. Cooperators should be aware that these specialized resources may be utilized in rugged and remote terrain, and should equip their resources accordingly.

The resource order must specify whether ordering an ALS or BLS ambulance, or an ALS or BLS Kit. It is highly recommended that field going medical equipment be under 45lbs, stored in a fire line capable pack, and/or in such a way that allows for transport in a helicopter.

All medical personnel must be NWCG certified and complete the annual wildland refresher.

When the ambulance is mobilized to transport a patient, the hourly rate is dropped to \$0.00 and the ambulance reverts to their normal DHS billing procedures for the medical incident.

When ordering ambulances, consideration should be made for providing adequate work/rest ratios.

### 3. Timekeeping:

- (a) Time will be recorded in military time and to the nearest quarter hour.
- (b) The hourly or daily rate is intended to reimburse the Cooperator for the costs of operating the equipment, including the costs of fuel and maintenance. Equipment does not take a meal break, and time will not be deducted for breaks when equipment is reimbursed with an hourly rate.
- (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) Daily Rate Equipment: Daily Work Rates should be documented in column 16-17 of FM 104. Agency vehicles, included on a resource order, will be reimbursed for the duration of the assignment. Reimbursement will be made on the basis of calendar days for vehicles and equipment included on resource orders. 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. AOP Appendix A rate sheets will be utilized to set these rates.



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- (e) All-Inclusive Rates: If agreed to by DFFM and the Cooperator and included on the CFRA, the 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 CFRA is binding for the years it is applicable and must be used unless the CFRA is amended. All-inclusive rates are daily rates and will be reimbursed as specified in section 3, sub-section (d). Staff utilized from another cooperator must be billed by the cooperator holding the equipment.
- (f) Personally Owned Vehicles (POVs): POVs not signed up on the CFRA will not be reimbursed when used to transport personnel to an incident with the exception that POVs used to transport to and from airports will be reimbursed for mileage only at the current state mileage rate. 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. POVs listed on a CFRA Equipment Inventory List, will be compensated the daily rate only when utilized for line assignments.
- (g) Airport Travel: Travel to and from airports in relation to an incident assignment is reimbursable. POVs and agency vehicles on a Cooperator's CFRA, left at the airport for the duration of the assignment will be reimbursed for the cost of long-term parking and mileage (State travel policy, Topic 50, Section 95, Title 3) Airport Parking. No hourly/daily rate will be paid for POVs or AOV left in airport parking.
- (h) 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/Duty Station, and ending when that resource returns to its Home Unit/Duty Station, unless an allowance for refurbishment and/or rest and recuperation (R & R) applies.
  - a. Home Unit Definition: 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.
  - b. Duty Station Definition: The Duty Station for equipment and personnel is the place where that equipment or personnel is authorized by the cooperator to respond to/from to incidents.
- (i) 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. Cooperators will only be reimbursed for one (1) hour of rehab time for engines, water tenders, and ambulances, and two (2) hours of rehab time for crews. Equipment rates will not be paid for rehab time. Equipment types not listed above are not eligible for rehab time.
- (j) Rest and Recuperation (R & R): The Cooperator will be reimbursed for personnel R & R after return home from a fourteen-day (14) assignment, exclusive of travel, under the following conditions:
  - a. Cooperating agencies must comply with NWCG Standards as laid out in the Incident Business Management Handbook (Yellow Book).



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- b. Assignment Definition: An assignment is defined as the time period (days) between the first full operational period at the first incident or reporting location on the original resource order and commencement of return travel to the home unit. To determine the first operational period, if an employee has more work hours in a shift than travel hours that would be the first workday for that employee.
  
- (k) R & R In Place: For R & R that occurs in place on an incident, the Cooperator will be reimbursed personnel costs, meals and hotel costs, if any, and the daily/ hourly equipment rate. Cooperating personnel will only be reimbursed for 8 hours of time on non-duty days during R&R in place. Cooperators will be reimbursed for 24 hours of personnel time on their duty days during R&R in place, backfill if needed will be reimbursed for actual backfill hours. Costs of previously rented and authorized rental vehicles will also be covered.
  
- (l) Excessive Work Hours: Work shifts exceeding sixteen 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 supervisor. All excessive hours must be mitigated by adequate rest as soon as possible.  
In the absence of more restrictive agency policy, these guidelines will be followed during mobilization and demobilization as well. Individual agency driving policies shall be consulted for all other non-incident driving.
  
- (m) If the Cooperator withdraws equipment prior to being released by the incident, the Cooperator shall bear all costs of returning equipment to the Home Unit, unless prior written approval is obtained from an authorized DFFM representative, and such approval is submitted with the invoice.
  
- (n) Personnel assigned to inoperable equipment are limited to 8 hours of compensation per shift unless otherwise dictated by home unit shift schedule.

**4. Reimbursements:**

- (a) There may be changes to the reimbursement section once the Fire Billing System (FBS) is fully in place.
  
- (b) Invoices: The Cooperator must submit an invoice to the State to receive reimbursement for expenses incurred pursuant to this Agreement. Invoices must be submitted electronically on the form FM122 provided by the State, including the provided work calculator sheet and the Invoice must be signed by an authorized Cooperator's representative. Invoices must be submitted clean and accurate to the State within the 60 days of return to the home unit. Invoices received outside this timeframe will be refused. Separate invoices must be completed for each incident or change in financial code. Invoices must contain the following information and attachments:
  - a. DFFM Invoice Forms: Invoices must be submitted electronically to [financialadmin@dffm.az.gov](mailto:financialadmin@dffm.az.gov) on the State Invoice Form (FM122) provided by the State. This must include the work calculator worksheet provided with FM122 as well as all necessary documentation described below. DFFM requests the Invoice to be sent in PDF format, do not submit the Excel Workbook.



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- b. Unique invoice number: Three letter fire district code and incident number. Cooperator must assign the invoice a unique invoice number. Cooperator must include Cooperator's three letter ID and the financial code.
- c. Time information: Fire Time Reports (OF288) and/or Emergency Equipment Use Invoices (OF286) must be submitted along with the Cooperator's Invoice. Any hours submitted for reimbursement not documented on an OF288 or OF286 must be supported by legible scanned Crew Time Reports (CTR) and/or Emergency Equipment Shift Tickets (Shift Ticket). CTRs and Shift Tickets must be signed by an immediate Incident supervisor. When completing a CTR or Shift Ticket, personnel must annotate hours they are in travel status in the remarks of those documents.
- d. Billing: Cooperators borrowing personnel from another Cooperator must note the personnel and department name on the invoice.
- e. Resource orders: Cooperators must include a copy of the resource order(s) showing all equipment and personnel for which the Cooperator seeks reimbursement. The Cooperator will ensure that the resource order shows all of the above information. It is the cooperators' responsibility to provide personnel information to ADC at the time of dispatch utilizing the Arizona Wildland Fire Equipment Mobilization Plan Appendix F: Resource Information Form.
- f. Meals and Lodging information: Cooperators must utilize the "Meal and Lodging Claim Form" included in the Invoice workbook to submit these types of expenses. Cooperator must keep meal receipts but these should not be submitted. Lodging receipts must be submitted. Stated meal and lodging reimbursement rates are for maximum reimbursement for actual costs incurred and are not per-diem rates. See additional information below:
  - 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 assignment, whether in travel status or on an incident. After the first 12 hours, meals may be reimbursed if the request complies with applicable portions of the State travel policy (Topic 50, Section 95). If the incident is not providing meals, Cooperators will be reimbursed for the cost of meals at the Special Meal Rates for Firefighters approved by the AZ State Comptroller, so long as they have written justification from the incident. If meals are on individual receipts the Cooperator will be reimbursed for the actual cost of the meal or the maximum allowable amount, whichever is less; if meals for multiple crew members are on the same receipt, the Cooperator will be reimbursed for the actual cost of the meal or maximum allowable amount times the number of crew members, whichever is less.



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- ii. Lodging: Any approved lodging (in-state or out-of-state) shall be reimbursed according to current published GSA rates (pre-tax) and only for actual costs incurred up to the stated maximum rate plus applicable taxes and fees 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 DFFM, no exceptions. DFFM recommends sharing rooms to mitigate higher rates; if this occurs, please indicate the persons who stayed in each room. For any reimbursement of lodging, an itemized receipt with the names of the occupants of the room must be submitted with the invoice. Cooperators must receive authorization from a supervisor for reimbursement of lodging when adequate camp facilities are not available.

Cooperators will not be reimbursed for lodging on the first day of travel if travel time is 2 hours or less

- g. Supply purchases: Itemized receipt(s) and resource order form(s) with Supply Numbers (S-Number) for authorized supply purchases are required and reimbursements are subject to state review.
- (c) Rental Vehicles: The Cooperator may seek reimbursement for rental vehicles, when listed on the Resource Order. For in-state vehicle use, the Cooperator will not be reimbursed for additional insurance purchased. The Cooperator will be reimbursed for the costs of the rental vehicle and CDW insurance if the incident or travel is out of state. Please note that at all times resources ordered under this Agreement remain the employees of the Cooperator, and the Cooperator's insurance coverage is responsible. For this reason, the Cooperator may wish to obtain additional rental vehicle insurance coverage, even though this coverage will not be reimbursed by the State. Rental vehicles should be commensurate with position requested on resource order. 4x4 and high clearance vehicles are appropriate for fire line positions. SUVs above the full size class must be approved by the incident or DFFM unless no other vehicles are available due to activity in the area.
- (d) Transportation of Equipment: When apparatus is being transported not under its own power (lowboy trailered), 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. This type of incident related transport must be approved by the incident prior to travel. 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).
- (e) Crew Swaps: Equipment is assigned with the understanding that it may be on assignment for fourteen (14) days. Cooperator will not be reimbursed for travel related to a staffing swap that is required before the completion of fourteen days unless prior approval by a DFFM 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 so long as that vehicle receives a resource order for the transport.





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- (f) Career Personnel Rates: Cooperator shall charge personnel wages including eligible overtime and employer related expenses, in accordance with each department's attached pay schedules. Cooperators must use the attached Appendix D: Personnel Pay Rates Spreadsheet. Cooperators will be reimbursed for personnel costs based on the pay schedule submitted with the Cooperator's CFRA. Amendments to the pay schedule will only be authorized twice annually. The first is due between January 1st and April 1st each calendar year, and the second is due at a time of the Cooperator's choosing. Newly hired personnel and employee promotions are the only exceptions as their rates can be submitted as an amendment. Employees shall not receive any wildland incentive for response out of district; thus, employee rates shall not differ from the pay rate the employee receives in district for similar emergency services and responses.
- (g) Backfill: Non-budgeted costs accrued as a result of backfill of assigned personnel or those personnel on R & R as a result of assignment are potentially reimbursable. Reimbursable costs are those costs incurred when a backfilling employee's pay rate exceeds the base rate of the individual on assignment. The backfill amount is calculated by subtracting the assigned employee's regular pay rate from the backfilling employee's overtime pay rate. DFFM will reimburse the difference in the two rates up to the rate of the top highest hourly rank of the individual on assignment. Backfill costs above the rank of the individual on assignment will not be reimbursable.
- (h) Supplemental Fire Department Resource Position Pay Rate Matrix: Cooperator will charge the State for volunteer and supplemental fire personnel at the current rates outlined in the matrix 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., Tuesday through Monday. Overtime will be paid for hours in excess of 40 hours per defined work week.
- (i) Employer Related Expenses (ERE): Employer Related Expenses covered for time while on the assignment will be as follows:
- a. Workers Compensation
  - b. Unemployment Insurance
  - c. FICA Taxes
  - d. Retirement
  - e. Long-term Disability



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- (j) Administrative Fees: The Cooperator will be reimbursed for reasonable administrative costs incurred preparing clean and accurate invoices. 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. The Cooperator may not seek reimbursement for overtime pay incurred to prepare wildland invoices. Cooperators must submit documentation with the invoice, showing the hours spent preparing the invoice; DFFM recommends using a CTR for this documentation. This documentation of hours must be signed by an authorized supervisor. Single invoices returned for a third time will void payment of administration fees.

**5. Equipment Damage:**

- (a) 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 reimbursement to the Cooperator.
- (b) 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. Vehicular damage claims, not directly related to incident activity, particularly prior to check-in or after demobilization, should be submitted through the owning agency's insurance prior to submission to the state. Loss, damage, or destruction claims will be evaluated on a case by case basis and evaluated for extraordinary circumstances outside of normal conditions. Hourly/daily rates for equipment will not be reimbursed when such equipment is inoperable due to damage, loss, destruction, or lack of qualified personnel.
- (c) Claims: Claims for reimbursement for damage, loss, or destruction of equipment should be submitted separately from the invoice (FM122). Claims documentation must include an S-number, copies of any paperwork submitted to the fire to obtain the S-number, a written description on a General Message Form (ICS 213), of how the loss, damage or destruction occurred (who, what, when, where and why), and a copy of the paid receipt for repairs. In the case of vehicular damage, loss, or destruction, the Cooperator must provide the documentation from the owning agency's insurance company with the claim. The written description must be signed by incident supervisor and the Incident Business Advisor (IBA). In the absence of an IBA, the signature of the Finance Section Chief or designee is required. Personal items will not be reimbursed. All claims for loss, damage or destruction is at the discretion of the State, even if an S-number has been issued by the incident.

**6. Anything not specifically covered in this AOP will be handled on a case-by-case basis.**



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**7. Other Items:**

- (a) Disputes: In the event of a dispute, the parties agree to arbitrate the dispute to the extent required by A.R.S. § 12-1518.
- (b) Termination: The State may cancel this agreement without penalty or further obligation pursuant to A.R.S. § 38-511.
- (c) Failure to adhere to these provisions may result in the Cooperator forfeiting all rights to reimbursement.
- (d) Audit: Within a 5-year period of invoice submittal, the state at its discretion may request a review of fire invoicing documentation.
- (e) The Parties agree to comply with all applicable Federal or State laws relating to equal opportunity and non-discrimination.
- (f) Pursuant to A.R.S. § 35-214, the Cooperator shall retain all data, books and other records relating to this contract for a period of five years after completion of the contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Cooperator shall produce the original of any or all such records.
- (g) This agreement shall be subject to available funding, and nothing in this agreement shall bind the State to expenditures in excess of funds appropriated and allotted for the purposes outlined in this agreement.
- (h) The Cooperator assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplies by third parties to the Cooperator toward fulfillment of this contract.