



**Arizona Department of Forestry and Fire Management
Annual Operating Plan (AOP) for Cooperative Fire Rate Agreement
Effective Date 4/1/2024**



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 2024:

- ⇒ Added Expectations section above Safety section 1.
- ⇒ 2(b)a Updated chase truck authorization and approval responsibility.
- ⇒ 2(d): Updated Medical Equipment and Resources wording related to ambulances.
- ⇒ 3(b): Updated wording for equipment time.
- ⇒ 3(d): Removed reference to FM 104 for documenting daily work rates.
- ⇒ 4(a): Updated wording for Reimbursements
- ⇒ 4(t) Increased Supplemental Rates
- ⇒ 4(v): Updated Holiday Pay section to clarify policy and to include holidays.
- ⇒ Appendix A: Increases to equipment rates, added mileage for light and medium duty vehicles and changes in comments section.

Expectations: All Cooperators shall be fiscally responsible.

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 32 hours or two shifts of an initial attack assignment, typically determined by the Incident Commander (IC) of when initial attack transitions to extended attack. 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.



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- (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
- (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.



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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 and approved by the State Duty Officer.

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.

d. Communications Equipment: It is required that Cooperators of DFFM who respond to State and other Federal wildland fire interagency incidents be able to communicate on FCC P25 conventional VHF-FM narrow banded frequency standards and or utilize P25 standard interoperability communications capabilities to achieve this requirement. Frequency lists are available to cooperators on agreement with DFFM through your local District Office or by email request; communications@dffm.az.gov. The DFFM Radio Communications Guide is



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available as a tool to assist cooperators. This operational radio communications requirement also includes any responses through DFFM to out of state assignments. The National Interagency Fire Center (NIFC) Communications Division has provided a list of approved P25 capable communications equipment that can be found at NWCG NIICD list of fire approved radios(https://www.nifc.gov/sites/default/files/NIICD/docs/approved_radios.pdf).

Minimum radio types i.e. (Mobile and Portable radios) are prescribed in the DFFM MESL (minimum equipment standards list).

- (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, 95-101. 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. Only one kit can be ordered per person (ALS or BLS).

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

When the fire assigned ambulance is mobilized to transport a patient within its own Certificate of Necessity (CON) ambulance area, the following apply:

- The hourly rate is discontinued and the ambulance reverts to their normal Arizona Department of Health Services (DHS) billing procedure for the transport, or the fire assigned ambulance may rendezvous with another of their ambulances that are within the (CON) area, they can transport and bill for it, while the fire assigned ambulance stays on the clock and goes back to its assigned area on the fire.
- When the fire assigned ambulance is mobilized to transport outside of their normal (CON) ambulance area, they will make every attempt to rendezvous with the ambulance having that (CON) area and that ambulance will transport the patient. This could be a ground or Air ambulance depending on patient needs.

(Note: AZ DFFM has no jurisdictional authority regarding CON. Therefore, all CON discussion/decisions will be in accordance with Arizona DHS under Arizona Revised Statute (ARS) and/or Administrative Rules regarding CON (Primary, secondary, overlap) transportation of patients and billing.)

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

REMS teams and Medic teams will no longer be deployed without a 4x4 vehicle per NWCG. CFRAs will be updated to reflect mandatory 4x4 usage.



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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 time shall only be recorded based on time the equipment is in operation (example: equipment is not in operation when the Cooperator takes a break or when the equipment is down for maintenance.)
- (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: 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.
- (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 bill 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 AOVs 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.



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- 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 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).
 - 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.
- (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. An unauthorized equipment swap may result in non-reimbursement and or removal from assignment.



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- (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) Invoices must be submitted **clean and accurate** to the **State within 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.
- i. At least 7 days prior to the 60-day submission deadline, cooperators **must submit an email** to FBS@dffm.az.gov with an explanation as to why they won't make the 60-day deadline, along with specific contact information. DFFM staff will in-turn contact the cooperator staff directly to assist, as much as we can, in helping make the deadline, **but please note that sending this email DOES NOT grant an extension.**
 - ii. If DFFM audit staff reject an invoice asking the cooperator to make changes and resubmit, the cooperator has a **maximum 14 calendar days** from the date of rejection to resubmit to DFFM with the appropriate changes, **or that invoice will be deemed as NOT SUBMITTED**. Be aware if that places the timeframe past the 60-day deadline, the invoice will in-turn be DENIED. Note: Too many times this past year our auditors rejected an invoice, *with notes on what needs to change*, and the invoice would be idle for weeks, some even longer. This is an unacceptable practice that seems to be **submit and forget!** DFFM audit staff will send **ONE email reminder 7 days after the rejection**. **DFFM strongly recommends cooperators log into FBS at least once per week to check on the status of all their invoices!**
- (b) All invoices MUST be submitted through the online Fire Business System (FBS).
- (c) There are three roles available to each cooperator within the FBS. An FBS user may have one, two or all three roles, unless that user is a contractor with the cooperator, in which case only the Data Entry role is available to that contractor; see the next policy. A cooperator may also have multiple people with the same role(s); that decision is up to the cooperator. Please submit all FBS questions/issues to FBS@dffm.az.gov including requests for new users.
- i. **Personnel/Equipment Setup role.** This role enters and maintains the personnel and equipment lists for the cooperator. This role is also necessary to sign the CFRA.
 - ii. **Data Entry role.** This role creates the Billing Documents (Invoice) eventually sent to DFFM.
 - iii. **Approver role.** This role approves the Billing Documents just before they are submitted to DFFM.
- (d) If a cooperator employs a contractor (a non-employee of the cooperator) to create the billing document, the contractor may **ONLY have the FBS Data Entry role**. The Approver role must belong to at least one employee of the cooperator to ensure the cooperator's organization is aware of all their billing document activity. A signed document must be uploaded to the CFRA indicating that a contractor is producing the billing documents for that cooperator.
- (e) All uploaded documents (backup documentation) **MUST** be in Adobe PDF format and not locked. **No graphical or scanned file types (JPG, GIF, TIFF...) will be allowed**. If those file types are uploaded with your FBS billing document, the billing document will be rejected and you must remove that file(s) and upload a PDF version of that file(s).



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- (f) Admin Fee (billing document preparation fee).
- i. Rate.
 - a. A flat percentage rate of 0.5% (half of one percent) (based on the total billing document amount) will automatically be applied to each standard billing document.
 - b. No admin fee will be given for a damage claim billing document.
 - ii. Please remember that all submitted billing documents are required to be submitted as **clean and accurate**, therefore the admin fee **will not be applied** if the billing document is rejected by DFFM auditors three (3) times, regardless of the severity of issues.
- (g) The invoice number is now the FBS billing document number and is automatically generated by FBS. It is in the format of: #####-AAA-### where the first ##### is the fire year, AAA is the department's three-letter code and the ### is a sequential number which should start at zero each fire year.
- (h) When personnel from another department is used on your department's equipment, have the other department submit a billing document for their personnel's reimbursement, while you will submit a billing document for your equipment and any of your own personnel.
- (i) When using a person as backfill from another department, that individual **MUST** be entered under personnel for both departments **BEFORE** starting that billing document. The department utilizing the backfill must enter them into FBS as the person performing the backfill. Then department utilizing the backfill must forward that reimbursement, or an agreed upon amount, to the other department. Note that DFFM will only pay one department in this situation.
- (j) Time information: Incident Time Reports (OF288) and/or Emergency Equipment Use Invoices (OF286) must be submitted along with the Cooperator's FBS Billing Document. 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.
- (k) Billing: Cooperators borrowing personnel from another Cooperator must note the personnel and department name on the FBS Billing Document.
- (l) 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 cooperator's 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.
- (m) Meals and Lodging information: 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:
- a. 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 ([except for Alaska and](#)



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- [Hawaii use DOD rates](#)), 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.
- b. **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.
 - c. Cooperators will not be reimbursed for lodging on the first day of travel if travel time is 2 hours or less.
- (n) **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.
 - (o) **Rental Vehicles:** The Cooperator may seek reimbursement for rental vehicles, when listed on the Resource Order. DFFM encourages the Cooperator to rent vehicles under the state contract. The Cooperator will need to register here <https://spo.az.gov/programs/cooperative> before renting a vehicle. 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 Collision Damage Waiver (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.
 - (p) **Transportation of Equipment:** When apparatus is being transported not under its own power (lowboy trailer), 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).
 - (q) **Crew Swaps:** Equipment is assigned with the expectation that it may be on assignment for fourteen (14) days bearing any unplanned events. 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



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a resource order for the transport. You **MUST** submit an FBS Billing Document for the crew that was swapped out within 60 days of their return home.

- (r) Career Personnel Rates: Cooperator shall charge personnel wages including eligible overtime and employer related expenses, in accordance with the employee rates entered into FBS. Cooperators must use the Appendix D: Personnel Pay Rates Schedule found on the DFFM.az.gov website to determine the personnel rates that are entered into FBS. Cooperators will be reimbursed for personnel costs based on the rates entered into the FBS Manage Employees area for that cooperator. 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.
- (s) 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.
- (t) DFFM Supplemental Fire Department Resource Position Pay Rate Matrix: Cooperator will charge the State for supplemental fire personnel at the current rates outlined in the matrix for the position for which they were ordered (these rates found in FBS). 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. Employees must work their 40 hours before backfilling is allowed. [Supplemental Resource Pay Rate](#) updated for 2024.
- (u) 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
- (v) Holiday Pay: DFFM will reimburse the cooperator for up to 12 hours based on department policy for each of their personnel who worked on a wildland fire assignment on a state holiday, based on the State of Arizona official holiday schedule (as defined by the Arizona Legislature). Holidays are as follows: New Year's Day, Martin Luther King Jr. Day, Washington's Birthday (Presidents' Day), Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.



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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 on its own FBS Billing Document. 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 are 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.

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



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fire invoicing documentation including all receipts, including meal receipts.

- (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.