

Janet Napolitano
Governor

Mark Rowdabaugh
State Forester

Arizona State Forestry Division

Office of the State Forester
1110 W. Washington St., Suite 100
Phoenix, AZ 85007
(602) 771-1400



Crew Use Contract

COPY

Gila County

Contract entered into this 16 day of Sept., 2008. Between Gila County, 1400 East Ash Street, Globe, AZ 85501, herein called the "Gila County/Party or Parties" and Arizona State Forestry Division, 1110 West Washington, Phoenix Arizona 85007.

The contract will be completed under the terms and conditions specified for the amount of approximately \$650 per work day for handcrew and \$170 per work day for the engine crew (see attached rate sheet).

Scope of Contract:

Description of project: Utilize ASFD Fire/Fuels Crews to perform hazardous fuels and woody debris reduction projects on county and private property in close proximity to the city of Globe within Gila County.

Location and map- Attached

Type of project: Hazardous fuels and wood debris reduction may include; clearing, thinning, chipping, burning of vegetation and re-seeding in affected areas, as needed, within the general area of Globe, AZ.

Contractors and/or Parties Responsibilities

ASFD will provide appropriate crews with all relevant equipment, as scheduled with Gila County and ASFD. The County may furnish any specialized tools and/or supplies as needed. The County and ASFD agree that ASFD Fire Crews may perform hazardous fuels and woody debris reduction activities such as: tree and brush thinning, hand removal, piling, chipping and chip hauling. ASFD Fire Crews may also help perform hazardous fuels reduction through the use of prescribed fire and pile burning activities, only as a labor force and not the responsible parties. ASFD agrees to provide proper training to crew members, to ensure that crew members properly utilize protective clothing and gear, and to provide necessary supervision for all crew activities. ASFD will provide forestry and fire management services consistent with industry standards and will make every effort to protect the natural resources of the lands on which and adjacent to, such work is being undertaken. Each party shall be responsible for its own negligence and that of its

employees, agents and representatives. Gila County will be responsible for all contact and scheduling activities with regard to landowners and slash/debris removal.

Reporting/Recording Requirements

ASFD will track cost of crews, labor cost, vehicle/ equipment cost, acres treated and structures treated and make information available upon request.

Deliverables:

ASFD may create areas that are less prone to catastrophic wild land fires and/or reduce quantity of flood caused, woody debris, as directed by Gila County and ASFD staff.

Pre-Work Consultations

After award of the contract and before any work shall begin, the ASFD shall meet with Gila County to discuss the terms and conditions of the contract. ASFD may request any other pertinent information from the County; such as survey maps, boundary marker, etc.

Payment

ASFD will bill Gila County quarterly. Payment will be due within 30 days upon receipt of ASFD invoices.

Audit of Records:

Pursuant to A.R.S. § 35-214 and 35-215, the Party and or Parties shall retain all data and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the ASFD shall produce the original of any or all such records.

Cancellation for Conflict of Interest:

Pursuant to A.R.S. §38-511, the State, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies either is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement. A cancellation made pursuant to this provision shall be affective when the ASFD receives written notice of the cancellation unless the notice specifies a later time.

Non-Discrimination:

The Party and or Parties shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. ASFD shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

Applicable Law:

This Agreement shall be governed and interpreted by the law of the State of Arizona, and administrative rules promulgated there under.

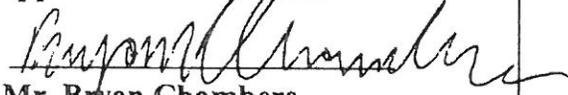
Arbitration:

The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.

Amendment:

This contract shall not be altered, changed, or amended except by instrument in writing executed by the Party and/or Parties or the Contactor hereto.

SIGNATURE PAGE:

RESERVED FOR THE STATE FOERSTER	RESERVED FOR THE PARTY / PARTIES
	 08.26.08
Signature Date 9/16/04	Signature Date
Harlan Nelson, Program Director	Jose Sanchez, Board Chairman
Typed Name and Title Arizona State Forestry Division	Typed Name and Title Gila County
Entity Name 1110 W. Washington, Suite 100	Entity Name 1400 East Ash Street
Address Phoenix, AZ 85007	Address Globe, AZ 85501
City/State/Zip	City/State/Zip
	Approved as to Content:  Mr. Bryan Chambers Deputy County Attorney <u>3 19 06</u> Date