

AGREEMENT

between

ARIZONA STATE FORESTRY DIVISION

and

THE GILA COUNTY BOARD OF SUPERVISORS

regarding

ENVIRONMENTAL PROGRAM ASSISTANCE

I. PURPOSE

The Arizona State Forestry Division (Division) and the Gila County Board of Supervisors (County) enter into this agreement to establish the terms and conditions under which the Division shall disburse to the County monies that have been appropriated by the Arizona Legislature to the Division for county environmental programs impacting economic development.

II. RECITALS

- A. In 2011-2012, the Arizona State budget included a total appropriation of \$75,000 to be divided between five eastern Arizona Counties to implement environmental programs impacting economic development, subject to the submittal of a proposed plan that is approved by the Arizona State Forester, Arizona State Forestry Division.
- B. By this Agreement, The Division and the County now wish to confirm the terms and conditions under which the Division shall disburse the appropriated monies to the County.

III. STIPULATIONS

A. TERMS OF DISBURSEMENT

- 1. Amount - The Division agrees to disburse to the County the sum of \$15,000 during fiscal year 2011-2012 for the purposes of planning and implementing specific environmental programs. The Division and the County agree that the monies will be disbursed as stipulated in Paragraph 3 of this Subsection.

2. Proposed Plans - The County shall prepare and submit proposed plans for approval by the Division. The County shall submit proposed plans and documentation of completed projects, as stipulated in Paragraph 3 of this Subsection. Proposed plans shall include:
 - a. Description of the projects to be undertaken, including their relevance and contribution to the Program Planner.
 - b. For each project, a budget which is itemized by specific categories of expenditures.
 - c. Specific goals, objectives and finished products to be delivered or to be achieved by the proposed projects.
 - d. A proposed completion date for each project.
3. Disbursement - The Division shall disburse the appropriated monies to the County as follows:
 - a. After approving the County's plan pursuant to Subsection B, Paragraph 1 of this Agreement, the Division shall release \$15,000 from monies appropriated to the Division.

B. DIVISION OBLIGATIONS

1. Plan Review and Approval - Before disbursing any portion of the appropriated monies, the Division shall review the proposed plans submitted by the County, including any plan amendments, to ensure their consistency with the appropriation legislation, the Program Plan, and this Agreement.
 - a. If the Division finds that the proposed plans are substantially consistent with the appropriation legislation, the Program Plan, and this Agreement, the Division shall approve the plans in writing and disburse the monies as provided under Section III, Subsection A, Paragraph 3 of this Agreement.
 - b. If the Division finds that the proposed plans are not substantially consistent with the appropriation legislation, the Program Plan, or this Agreement, the Division shall request that the County amend the plan before the Division provides written approval and disburses the monies.

2. Review and Inspection Terms

- a. Reviews of proposed plans and project documentation pursuant to this subsection shall be in the sole and reasonable discretion of the Division subject to the intent of the appropriation legislation.
- b. On reasonable notice to the County, the Division may inspect all aspects of any project to ensure consistency with plans approved pursuant to Paragraph 1 of this subsection, the Program Plan, this Agreement, and the appropriation legislation.

C. COUNTY OBLIGATIONS

In addition to preparing and submitting proposed plans for approval by the Division as required by Laws, the County shall:

1. Prepare and submit documentation of projects and return to the Division any monies which remain unspent after the end of the 2011-2012 fiscal year.
2. Be solely responsible for completing projects funded pursuant to this Agreement and for satisfying any third-party contracts or agreements.
3. Be solely responsible to the Division for the accounting of monies disbursed pursuant to this Agreement.
4. Use monies disbursed by the Division pursuant to this Agreement only for projects which have been approved by the Division as provided under Section III, Subsection B, Paragraph 1, of this Agreement.
5. On the Division's demand, remit any portion of previously disbursed monies that is not used according to the terms and conditions of this Agreement.
6. Comply with all applicable federal and state laws, rules and regulations including laws, rules and regulations.
7. Appoint a representative for compliance with this Agreement who, on the Division's request, shall certify that:
 - a. The representative has the authority to act in and on behalf of the County.
 - b. The county shall provide all financial and managerial resources necessitated by projects funded pursuant to this Agreement.
 - c. The County is in compliance with the terms and conditions of this Agreement.

IV. ADDITIONAL TERMS

- A. INDEMNIFICATION - The County agrees to assume all risks of loss and to indemnify and hold the State of Arizona, the Division, its officers, agents employees and attorneys harmless from and against any liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witness' fees and expenses thereto, for injury or death to persons and for loss of, damage to, theft of or destruction of any personal or real property, including loss of use thereof arising from or in connection with the performance of the County's obligations pursuant to this Agreement, whether or not authorized by the Division.
- B. DEFAULT - In the event of a default by either party of the terms of this Agreement, the non-defaulting party shall have all rights and remedies available at law.
- C. TERMINATION - By written notice, the Division may terminate this Agreement in whole or in part, without penalty, if the Division deems termination to be in the best interest of the State. If this Agreement is terminated, the County shall complete any and all work to be performed to the termination date and shall receive a corresponding amount of the appropriated monies.
- D. RECORDS - Pursuant to A.R.S. Section 35-214 and 35-215, for five years after the final review of the use of monies disbursed pursuant to this agreement, the parties shall retain all records and supporting documentation pertaining to work that was funded and make the records and documentation available for inspection on request by the Auditor General, or any person.
- E. CONFLICT OF INTEREST - This Agreement is subject to cancellation by the Governor or the County pursuant to A.R.S. Section 38-511.
- F. ARBITRATION - To the extent required by A.R.S. Section 12 -1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising from this Agreement.
- G. ANTI-DISCRIMINATION - The parties agree to be bound by the Governor's Executive Order No. 2009-09 regarding nondiscrimination in employment by government contractor's and subcontractors.
- H. UNAVAILABILITY OF FUNDS - The parties recognize that performance by any party may depend on the appropriation of funds. Should the Legislature fail to appropriate the necessary funds, or if the appropriation is reduced during the fiscal year, the parties may reduce the scope of this Agreement, if appropriate, or cancel the Agreement without further duty or obligation. Each party agrees to notify the other party of the unavailability of funds as soon as possible after the lack of funds becomes known.

IN WITNESS WHEREOF, the foregoing Agreement is executed on the date of the last signature shown below.

Arizona State Forester

Date

Chairman
Gila County Board of Supervisors

Date