



Douglas A. Ducey
Governor

Office of the State Forester

Arizona Department of Forestry and Fire Management



David Tenney
State Forester

Agreement entered into this 1st day of April, 2020 between the City of Yuma, herein called the “*City or City of Yuma*,” located at One City Hall, Yuma, Arizona 85364 and the Arizona Department of Forestry and Fire Management, located at 1110 West Washington, Suite 100, Phoenix, Arizona 85007, herein called the “*AZ DFFM or AZ State Forestry*”.

This Agreement shall be completed under the terms and conditions specified, is an estimated total project cost of \$170,340, and will cover work completed from the date this agreement is authorized by both the City of Yuma and the Arizona Department of Forestry and Fire Management, through the 31st day of January 31, 2021.

Scope of Agreement:

- The AZ DFFM will furnish:
 - A Department of Corrections (*DOC*) supervised an AZ State Forestry Crew, hereinafter called, the “*Crew*”;
 - An AZ State Forestry Crew Manager, hereinafter called, the “*Crew Manager*”;
 - Crew vehicles; and
 - AZ State Forestry equipment.
- The Crew will complete the following tasks, the:
 - Safe removal of all hazardous, dying, decaying, diseased, and/or dead trees, invasive species, plants and trees;
 - Fire-wising of the WUI areas by the removal of all ladder fuels and continuous tree canopies, stopping the spread of fire; and
 - Cleanup and removal of all dead and downed brush piles.
- Project costs that will be billed to the City include:
 - Wages paid to the Crew;
 - Usage costs of Crew vehicles;
 - Salary and fringe benefits of a Crew Manager;
 - Usage costs of AZ State Forestry equipment;
 - Usage costs of miscellaneous and/or specialized equipment needed to accomplish project described in Scope of Agreement or used upon request of the City (*Use of this equipment, the associated costs, and expectations will be included in this Agreement and listed on the Project Work Summary;*) and
 - Any additional costs that could be incurred if the Crew is needed outside of regular daily or weekly work schedules (*these costs could include DOC Officer overtime.*)
- Due to the nature of the Crew (*inmates*), there are possible unplanned work delays or stoppages in which the City will be properly notified as soon as possible.
- The Crew can also be pulled off of the project in the event that they are needed to respond to a wildfire, in which the City will be notified as soon as possible.

Duty ♦ Respect ♦ Integrity

AZ DFFM Resources and/or City of Yuma Responsibilities

AZ DFFM responsibilities include:

- Providing the Crew to accomplish the project described in the Scope of Agreement;
- Furnishing all standard tools and personal protective equipment (*i.e. chainsaws, axes, gloves, hardhats, etc...*) to accomplish the project described in the Scope of Agreement in a safe and efficient manner;
- Arranging for transportation for the Crew to and from the project site;
- Ensuring that a Crew Manager oversees the work being accomplished and that he/she communicates on a regular basis with the City concerning the work and or any issues that may arise from the project.

Should the AZ DFFM decide to cancel this Crew Use Agreement, the AZ DFFM must do so by giving a minimum of a thirty- (30) day notice, in writing, and will be responsible for any work completed up to the cancellation date.

City of Yuma responsibilities include:

- Ensuring communication on a regular basis with the Crew Manager concerning the projects;
- Routinely reviewing the work accomplishments of the Crew to ensure that the project is progressing according to goals, milestones, timelines, and projected accomplishments;
- Certifying that the project is well-marked and the property boundaries are accurately defined;
- Obtaining written authorization of third party private property owners, if applicable, in project described in Scope of Agreement;
- Providing any specialized materials, tools or personal protective equipment beyond the standard equipment provided by the Crew, unless stipulated in the Scope of Agreement; and
- Processing requests for payment/ invoices in a timely manner.

Should the City of Yuma decide to cancel this Crew Use Agreement, the City must do so by giving a minimum of a thirty- (30) day notice, in writing, and will be responsible for any work completed up to the cancellation date.

Location and/or map

Project location is at the Yuma West Wetlands Park: Latitude 32.729636 degrees North, Longitude -114.637640 degrees. A map is attached to this Agreement showing the work sites to be completed.

Reporting/Recording Requirements:

The Crew Manager will complete a weekly work summary that will be reviewed by the AZ DFFM Urban and Community Forestry Division and used to create an invoice for payment by the City of Yuma. The work summary is to be attached to the invoice for payment and delivered to the City by electronic mail transmission. The work summary includes current rates charged for the crew hours, vehicles, equipment, crew manager, DOC overtime, etc. In certain circumstances, more than one project number can be assigned under one agreement and completed work will be delineated by location and project number on the Work Summary completed by the Crew Manager.

Pre-work Consultations:

After the Agreement is authorized by both AZ DFFM and the City, but before work shall begin, the Crew Manager shall meet with the parties to discuss the specific terms, condition, specifications, and expectations of the Agreement. The Crew Manager may request any other pertinent information from the City; such as surveys and or boundary markers.

Payment:

The City of Yuma is responsible for 100% of the accrued costs that will be invoiced after any work has been completed. (*Discuss terms of billing cycle for project. Example: Weekly, bi-weekly or upon completion of entire project if project is able to be completed within a short enough time period that follows ASF policy.*)

Billing Address:

(Ms. Maura Luna, City of Yuma, Finance Department, One City Hall Plaza, Yuma, AZ 85364.)

Audit of Records:

Pursuant to A.R.S. §35-214 and 35-215, the City of Yuma and the AZ DFFM 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 City and the AZ DFFM 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 Agreement, 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 City of Yuma and the AZ DFFM receive written notice of the cancellation, unless the notice specifies a later time.

Non-Discrimination:

The City of Yuma 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. The AZ DFFM 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.

The AZ DFFM utilizes DOC crews to accomplish work in areas where one or more of the following conditions occur:

- Local resources are not available for the type of work or for the schedule required; and/or
- The specified project is being used as a training activity to maintain necessary skills for forestry, fuels mitigation, and fire response activities - and ongoing readiness for statewide response to wildland fires and other disasters.

The AZ DFFM AZ State Forestry Crews and DOC Fire and Fuels Crews are maintained to provide forestry, fire mitigation, and firefighting resources to the State of Arizona and Arizona communities where local resources are limited or unavailable. The intent is not for DOC Crews to displace local workers or to be a long-term substitute for local employment opportunities.

By entering into this agreement, the City of Yuma acknowledges that its authorized representatives have evaluated the availability of a local workforce, and that entering into this agreement is within the best interest of the community.

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 City of Yuma and the AZ DFFM 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 Agreement shall not be altered, changed, or amended except by instrument, in writing, executed by the City of Yuma and the AZ DFFM or the Contractor, hereto.

Signature

Reserved for AZ DFFM Representative	Reserved for City of Yuma Representative
Signature _____ Date _____ Mr. Dan Colgan District Forester	Signature _____ Date _____ Mr. Philip Rodriguez City Administrator
Typed Name and Title Arizona Department of Forestry & Fire Management	Typed Name and Title City of Yuma
Entity Name 1110 W. Washington Suite 100	Entity Name One City Hall
Address Phoenix, Arizona 85007	Address Yuma, Arizona 85364
City, State Zip 480-825-7071	City, State Zip 928-373-5011

Contact Phone Number

Contact Phone Number

ASFD Equipment Rate Sheet

Last updated 2014

Equipment Type	Daily Rate	Mile/Hr Rate
Inmate Labor (Project)		\$4.50
Inmate Labor (Prescribed Fire)		\$8.00
3/4 Ton Truck	\$ 35.00	\$ 0.44
1/2 Ton Truck	\$ 19.80	\$ 0.36
Crew Buggy	\$ 86.08	\$ 1.04
Chipper Truck	\$ 35.00	\$ 0.44
Chipper 10	\$ 15.70	\$ 10.00
Chipper 14	\$ 19.12	\$ 11.00
Chipper 15	\$ 19.98	\$ 11.25
Chipper 18	\$ 22.54	\$ 24.00
6 Wheel UTV w/ Trailer	\$ 75.00	
Ranger UTV		\$ 10.00
ATV with Trailer	\$ 50.00	
Suburban	\$ 35.00	\$ 0.44
Blazer		\$ 1.35
Type 3 Engine (FEP)		\$ 66.00
Type 5 Engine	\$ 84.54	\$ 0.90
Type 6 Engine (FEP)		\$ 37.00
Type 6 Engine	\$ 19.75	\$ 0.89
5 Ton		\$ 0.93
Skid Steer Tractor	\$ 63.00	\$ 27.00
Skid Steer Truck	\$ 43.00	\$ 0.66

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