

Arizona Department of Forestry and Fire Management

Land/Facility Use Agreement

Agreement #: _____

Resource Order #: _____

The Town of Wickenburg, as owner of the property described herein (the "Owner"), agrees to furnish the described land or facilities (the "Property"), to the Arizona Department of Forestry and Fire Management (the "State"), for use as a single engine air tanker base for fire suppression activities (the "Base"), pursuant to the terms and conditions set forth in this Land/Facility Use Agreement (the "Agreement").

1. **Description of Property/Facilities:** The Property is described as follows: that certain real property at the Wickenburg Municipal Airport, located at 3410 W. Wickenburg Way, Wickenburg AZ 85390, consisting of approximately 20,000 square foot pad (175' x 110') for aircraft parking on the southeast portion of the parking ramp area, south of the taxiway. An area consisting of approximately 22,000 square feet (150' x 150') has been designated for the placement of a 30'x76' office trailer and vehicle parking south of the parking ramp area. The Property is more particularly shown in the location map attached to and incorporated in this Agreement as Exhibit A.
2. **Term:** This Agreement shall remain in effect for three years from April 7, 2025 through April 7, 2028, unless it is terminated sooner pursuant to the terms of this Agreement.
3. **Use:** The State shall use the Property as a single engine air tanker base for fire suppression activities during the fire season. The "fire season" is typically defined, as May through July each year, but the State may occupy the Property earlier or later in the year as the State determines is necessary for fire suppression activities. The State shall notify the Town when the State intends to occupy the Property. The allowed use under this Agreement shall include the use of tie down space for single engine air tankers parked on the Property by the State or the State's contractors for fire suppression activities. Additionally, the State shall be permitted to park trailers or other mobile building structures on the Property for use as office space for personnel operating out of the Property. The State shall also be permitted to station on the Property an Air Attack platform (one airplane) for fire reconnaissance and a helicopter for fire support.
 - a. Under no circumstances may the State (i) use or permit the use of the Property for any purpose other than for the purposes described in this Agreement, (ii) cause or permit waste of the Property or (iii) adversely affect the Owner's title and rights to the Property, including any water rights or any other rights owned or claimed by the Owner.
 - b. The State shall make no structural or electrical modifications, painting or other alterations to the Property.
4. **Termination:** This Agreement may be terminated by mutual written agreement of the parties or by and at the sole discretion of the Owner. If termination by the Owner, the Owner shall give the State, at least 60 calendar days' written notice of termination, unless the Owner determines that a shorter period of notice is necessary in order to address an imminent health or safety issue.

5. **Environmental Impact:** The State, at its own expense, shall ensure that the State and the State's agents, employees, contractors, and invitees comply with all present and hereafter enacted Environmental Laws, and any amendments thereto, affecting operations on the Property. "Environmental Laws" means any and all laws, rules, regulations, regulatory agency guidance and policies, ordinances, applicable court decisions, and airport guidance documents, directives, policies (whether enacted by any local, state, or federal governmental authority) now in effect or hereafter enacted that deal with the regulation or protection of the environment (including ambient air, ground water, surface water, waste handling and disposal, and land use, including sub-strata land), or with the generation, storage, disposal or use of chemicals or substances that could be detrimental to human health, the workplace, the public welfare, or the environment. The State shall be responsible for cleaning up any fire retardant or fuel spills associated with the State's use and occupation of the Property.
6. **Indemnification:** The State shall defend, indemnify, and hold harmless the Owner, its officers, agents, and employees from and against any and all claims, demands, cause of action, complaints, suits, losses, damages, injuries, and liabilities whatsoever (including those for costs, expenses, and attorney's fees) arising out of the States use of the Property or the State's negligent acts or omissions in connection with the Agreement.
7. **Insurance:** The parties understand and agrees that the State's contractors are required to provide evidence of insurance to the State pursuant to written contract with the State. The State shall require those contractors who use the Property pursuant to this Agreement to (a) name the Owner as an additional insured in the contractor's insurance policies and (b) provide the Owner with certificates of insurance and additional insured endorsements evidencing the minimum coverages below:
 - Commercial General Liability: \$1,000,000 for each occurrence, \$2,000,000
 - Vehicle Liability: \$1,000,000 each occurrence on Contractor's owned, hired, and non-owned vehicles.
 - Workers' Compensation Insurance: Statutory
8. **Compliance with Laws:** In its use and occupation of their Property, the State shall abide by all existing laws of the State of Arizona, County of Maricopa, and Town of Wickenburg and all regulations of the Federal Aviation Administration, as they may be amended from time to time.
9. **Inspection:** A pre-use and Post-use inspection of the Property will be conducted and documented by both the Owner and the State to assess possible damage that may occur during occupancy.
10. **Rate:** A monthly use fee of \$500.00 will be paid by the state. In addition, fuel flowage fees for SEAT aircraft, in the amount of \$1.00 per gallon will be paid if the aircraft contractor does not utilize fuel services at the airport. The Owner agrees to waive any and all Town of Wickenburg rental fees applicable to the State's use of the Property, including any tie down and parking fees listed in the Town of Wickenburg comprehensive fee schedule. The Property is equipped with a fire hydrant and water meter. The State shall transfer water and electrical utilities for the Property into the State's name and the State shall be responsible for paying all water and electrical utility bills directly to the utility providers during the time the State uses and occupies the Property. In addition, the State, at its own expense, shall clean and restore the Property to pre-use conditions at the end of each fire season.

11. **Loss, Damage or Destruction:** The State assumes liability for the loss, damage, or destruction of the Property or the Owner's equipment on the Property, provided that no reimbursement will be made for loss, damage, or destruction when due to (1) ordinary wear and tear, or (2) the fault of negligence of the Owner or Owner's agents.

12. **Modifications:** Any changes to this Agreement shall be made in writing and signed by both parties.

(Signature Page Follows)

In Witness Whereof, the parties have executed this Agreement as of last party's signature date below.

The "Owner":

The Town of Wickenburg,

An Arizona municipal corporation

BG Bratcher, Mayor

Date

Attest:

Amy Brown, Town Clerk

Approved as to Form:

Trish Stuhan, Town Attorney
Pierce Coleman PLLC

The "State":

Arizona Department of Forestry and Fire Management,
an Arizona State Agency

By: _____

Its: Daniel Glattfelder AZ-DFFM SAM

Date