



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov

MEMBERS
DISTRICT 1. JAMES E. BALL
2. JOE DAVIS, III
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

January 15, 2019

Mr. Richard L. Fields
Alabama Forestry Commission
41261 State Highway 225
Bay Minette, Alabama 36507

RE: Alabama Forestry Commission - Contract for Prescribed Burn at Mega-site

Dear Mr. Fields:

The Baldwin County Commission, during its regularly scheduled meeting held on January 15, 2019, approved a *Contract* with the Alabama Forestry Commission (AFC) for a prescribed burn of approximately 716 acres at the Baldwin County Mega-site for a total cost not to exceed \$12,835.00.

Enclosed is a **fully executed copy** of the *Contract* for your files.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 972-6833 or Joey Nunnally, County Engineer, at (251) 937-0371.

Sincerely,

CHARLES F. GRUBER, Chairman
Baldwin County Commission

CFG/met Item BN2

cc: Joey Nunnally
Lisa Sangster

ENCLOSURE

**ALABAMA FORESTRY COMMISSION
CONTRACT FOR DIRECT FORESTRY SERVICES**

STATE OF ALABAMA

Baldwin COUNTY

This contract is made and entered into by and between the Alabama Forestry Commission (AFC) and Baldwin County Commission (Landowner).

Address: 312 Courthouse Square, Suite 12

City, State, Zip: Bay Minette, AL 36507

Phone Number: 251-580-2500

WITNESS THAT: The Landowner has requested the AFC to provide, and the AFC has agreed to provide, the Landowner with the direct forestry service(s) identified below subject to the following terms and conditions:

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Prescribed Burn | <input checked="" type="checkbox"/> Construct Fire Lanes | <input type="checkbox"/> Control Treatment of Invasive Plants |
| <input type="checkbox"/> Construct Wildlife Opening | <input type="checkbox"/> Construct Water Diversions | <input type="checkbox"/> Drone Services |
| <input type="checkbox"/> Other | | |

SCOPE OF WORK (Provide very specific information about the work to be performed, such as: timeframe, acres, miles of fire lanes, estimated cost of services):

Prescribe Burn 716 acres of land commonly known as "The Megasite" as well as
construct firebreaks surrounding the perimeter. Total cost of project is not to exceed
\$12,835.00

THE LANDOWNER AGREES:

1. That it is the sole owner of said land to be treated, and it has full authority to enter into the agreement concerning this land;
2. For prescribed burning and dozer work, to render full payment to the AFC within fifteen (15) days of receiving an invoice for services performed as described in the "Scope of Work" section of this contract, subject to a minimum charge of four hundred dollars (\$400) for performing any amount of work pursuant to this contract;
3. For drone services, to render full payment to the AFC within fifteen (15) days of receiving an invoice for services performed as described in the "Scope of Work" section of this contract, subject to a minimum charge of one hundred fifty dollars (\$150) for performing any amount of work pursuant to this contract;
4. For the control treatment of invasive plants, to render full payment to the AFC within fifteen (15) days of receiving an invoice for services performed as described in the "Scope of Work" section of this contract. Refer to the "Scope of Work" section for pricing related to the specific services provided under this contract;
5. To carefully designate the area to be treated giving accurate boundary lines and/or specific location points to the AFC as needed;
6. To provide right of ingress and egress to the AFC crew and equipment along and over roads, routes, or passageways suitable for travel;
7. To grant permission for supplemental treatments, if needed, during consecutive years to effectively control and/or eradicate invasive plants (for invasive plants only);
8. The area or stand to be treated for invasive plant control cannot currently be enrolled in any cost-share program, including CRP (for invasive plants only);
9. To alert the AFC of improvements on the property (tree stands/shooting houses, outbuildings, vehicles/UTVs/ATVs, etc.);
10. It shall indemnify, protect, and hold harmless the AFC (its agents, employees, and cooperators) from any losses, costs, damages, injuries, or expenses incurred or sustained in connection with this contract; and
11. Its sole remedy for the settlement of any and all disputes arising under the terms of this contract shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

THE AFC AGREES:

1. To exercise proper caution and procedures in conducting the treatment;
2. When completed, to determine the treatment cost and invoice the Landowner for service(s) rendered, if applicable.

THE AFC AND THE LANDOWNER AGREE:

1. That the results of the treatment are not guaranteed;
2. That the AFC may change or elect not to perform the treatment scheduled, if in the AFC's opinion, the designated area appears to be in an unsuitable condition, or it is determined by the AFC the weather conditions are unsuitable or likely to cause a high danger risk;
3. That in no event shall the AFC (its agents, employees, or cooperators) be liable to the Landowner for destruction, damage, or injury to the land, premises, timber, structures, fences, or other fixtures on the land, or any contents therein, or any personal property thereon, which occurs as a result of this contract or the treatment made pursuant to said contract;
4. Contract may be terminated at any time by either party by giving thirty (30) days' notice of intent to terminate.

IN WITNESS WHEREOF, the parties hereto have this the 15th day of January, 2019,
executed this contract.

[Handwritten Signature]

LANDOWNER SIGNATURE

Charles F. Gruber

LANDOWNER PRINTED NAME

Richard L. Fields

AFC REPRESENTATIVE SIGNATURE

Richard L. Fields

AFC REPRESENTATIVE PRINTED NAME

County Forester

AFC REPRESENTATIVE TITLE (PRINTED)