MEMORANDUM OF UNDERSTANDING

BETWEEN THE ARIZONA GAME AND FISH COMMISSION
AND WESTLAND RESOURCES

This Memorandum of Understanding ("MOU") is entered into between the Arizona Game and Fish Commission ("Commission") and Westland Resources, Inc. ("Westland") (collectively "Parties" and singularly "Party").

RECITALS

WHEREAS, the Commission is authorized to enter into this MOU pursuant to A.R.S. § 17-231(B)(7);

WHEREAS, the Commission has statewide responsibility for the management and preservation of wildlife;

WHEREAS, the Arizona Game and Fish Department ("Department") acts under the authority of the Commission;

WHEREAS, Westland is authorized to enter into this MOU by action of its Board of Directors;

WHEREAS, the Parties desire that the Department work with Westland to conduct fish and wildlife surveys, monitoring and research activities;

WHEREAS, the Parties recognize and encourage a continued commitment to maintaining and enhancing fish and wildlife populations throughout Arizona;

WHEREAS, the Parties wish to act cooperatively for the management and preservation of the fish and wildlife resources of the State through the identification and protection of fish and wildlife habitat.

NOW, THEREFORE, consistent with the foregoing Recitals, and for good and valuable consideration, it is the understanding of the Parties that:

1. **The Department shall**:

   A. Study existing fish and wildlife populations pursuant to a written Scope of Work for projects related to fish and wildlife which will be prepared by Westland and the Department.

   B. Provide Westland with current and accurate information and data on wildlife studies for documenting project progress and completion.

   C. Upon execution of a Scope of Work, submit a monthly invoice to Westland for reimbursement of time and materials utilized by the Department for the project, with the total reimbursement amount not to exceed the costs identified in the Scope of Work.

   D. Appoint a Project Manager to coordinate with Westland for each project.

2. **Westland shall**:

   A. Remit payments to the Department for project costs according to specified conditions within each collection agreement associated with an approved Scope of Work, upon Westland's receipt of a monthly invoice from the Department.

   B. Appoint a Project Manager to coordinate with the Department for each project.

   C. Review project documents and provide written comments to the Department through the completion of each Scope of Work and acceptance of the project.

3. **The Parties mutually agree:**:

   A. To cooperate in the development of a collection agreement with an acceptable Scope of Work for each project, which shall identify project deliverables, an implementation schedule, and an approved budget.

4. Effective Date and Duration. This MOU is effective as of the last signature date below, and expires five (5) years from that date, unless terminated earlier by the Parties. This MOU may be extended for additional terms through the issuance of a written modification, signed, and dated by all Parties.

5. Termination. Either Party may terminate this MOU upon thirty (30) days' written notice to the other Party. Upon termination, all work performed pursuant to this MOU shall cease. Westland shall be liable for payment to the Department for only that work and materials, as stated in the Statement of Work, which was performed by the Department up to the date of termination.

6. Notices. All written notices concerning this MOU shall be delivered in person or sent by certified mail, return receipt requested, to the Parties as follows:

   A. For the Commission:
   Larry D. Voyles, Director
   5000 W. Carefree Highway
   Phoenix, Arizona 85086

   B. For Westland:
   James A. Tress, Jr., President
   4001 E. Paradise Falls Dr.
   Tucson, AZ 85712

7. Non-discrimination. In carrying out the terms of this MOU, the Parties agree to comply with Executive Order 99-4 prohibiting discrimination in employment, the provisions of which are incorporated herein by reference.

8. Audit. Pursuant to A.R.S. § 35-214, all books, accounts, reports, files, electronic data, and other records relating to this MOU shall be subject at all reasonable times to inspection and audit by the State of Arizona for five (5) years after completion of this MOU.

9. Arbitration. To the extent required pursuant to A.R.S. § 12-1518, the Parties agree to use arbitration to resolve any dispute arising under this MOU, with each Party to bear its own

attorneys' fees and costs. Unless otherwise directed by a court, any arbitration or other dispute resolution proceeding shall take place in Pima County, Arizona.

10. Termination for Conflict of Interest. This MOU is subject to termination pursuant to A.R.S. § 38-511.

11. Termination for Non-Availability of Funds. Every obligation of the Parties under this MOU is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds for the continuance of this MOU are not allocated or are not available, this MOU shall terminate automatically on the date of expiration of funding. In the event of such termination, the Parties shall incur no further obligation or liability under this MOU other than for payment of services rendered prior to the expiration of funding.

12. Other Agreements. This MOU in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, or individuals.

13. Compliance with Applicable Law. All work performed pursuant to this MOU shall be in compliance with all applicable state and federal laws and regulations.

14. Integration. This MOU constitutes the entire agreement between the Parties pertaining to the subject matter herein and accurately sets forth the rights, duties, and obligations of each Party. All prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. The provisions of this MOU may be abrogated, modified, rescinded, or amended in whole or in part only by mutual written consent executed by the Parties.

15. Severability. In the event that any provision of this MOU or portion thereof is held invalid, illegal, or unenforceable, such provision or portion thereof shall be severed from this MOU and shall have no effect on the remaining provisions of this MOU, which shall remain in full force and effect.

16. No Partnership or Joint Agency. Nothing in this MOU shall be construed to create any partnership or joint agency relationship between the Department and Westland.

17. Immigration Laws. As mandated by A.R.S. § 41-4401, the Parties are prohibited after September 30, 2008, from awarding a contract to any contractor or subcontractor that fails to comply with A.R.S. § 23-214(A). The Parties must also ensure that every contractor and subcontractor complies with federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). Therefore, in signing or performing any contract, the Parties fully understand that:

    1. The Parties warrant that they and any subcontractors they may use will comply with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A).

    2. A breach of the warranty described in subsection (1), shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

3. The Parties retain the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under subsection (1).

IN WITNESS WHEREOF, the Parties hereto have executed this MOU:

WESTLAND RESOURCES, INC

_____
James A. Tress, Jr.
President

_____
Date

ARIZONA GAME AND FISH COMMISSION

_____
Larry D. Voyles
Director, Arizona Game and Fish Department and
Secretary to the Commission

_____
Date