Arizona Department of Forestry and Fire Management
Grant Agreement No. APWIAP 21-823
Arizona Post-Wildfire Infrastructure Assistance Program

This grant agreement ("Agreement") is entered into by and between the ("Grantee") Arizona Department of Forestry and Fire Management ("State Forestry" or "State") and ("Sub-grantee"), **Arizona Association of Conservation Districts (UEI #HDK3BHJ4AKK1),** pursuant to authorities granted under Arizona Revised Statute 37-1302.

I. PURPOSE OF AGREEMENT

State Forestry is the recipient of funds provided by the State of Arizona for the purpose of emergency repairs for infrastructure projects within the State of Arizona.

The objective of this funding is to provide funding to public and private landowners for emergency repairs to infrastructure that was damaged from fires or fire suppression activities that occurred on or after July 1, 2020. This agreement is a sub-award of these State funds.

II. SCOPE OF WORK

Compensation is contingent upon Sub-grantee fulfilling the Scope of Work and project commitments as identified in the Grant Application (Attachment A).

III. PROGRAMATIC CHANGES

Sub-grantee shall obtain prior approval for any changes to the scope of objectives of the approved project, key personnel, or transfer of substantive programmatic work to another party.

IV. TERM OF AGREEMENT

This Agreement shall be effective immediately upon signature by all parties and will terminate on **December 31, 2024** unless otherwise terminated or modified pursuant to the terms herein.

V. COMPENSATION AND MATCHING INVESTMENT

Support documentation outlining project costs is required. Matching contribution is optional and should also include support documentation.

Compensation under this agreement will allow for retroactive reimbursement as well as up to a 50% drawdown with a 50% reimbursement of the total award at completion, shall not exceed the total eligible costs of the project, and total compensation (State Forestry grant portion) **shall not exceed $75,800.00**

Only costs for those project activities approved in (1) the initial award, or (2) approved modifications thereto, are allowable. All payments are contingent upon the availability of State funds. An initial 50% drawdown payment will be made within thirty days after a signed agreement. Reimbursement payments will be made to the Sub-grantee normally within ninety days after receipt of the reimbursement request and required documentation.

VI. ELIGIBLE COSTS

Retroactive reimbursement is allowed for all eligible items and activities dating back to July 1, 2020 as approved in the application (Attachment A). For non-retroactive items and activities, eligible costs must be incurred during the Term of the Agreement, conform with the General Provisions of this Grant Agreement (Attachment B) and all other provisions identified herein, and be submitted to State Forestry along with detailed supporting documentation. This is a reimbursable grant program. Support documentation must show dates and amounts of all expenses (See Attachment C).

VII. ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It shall be the responsibility of the Sub-grantee to establish and document both accounting and administrative control procedures for their organization. Such procedures shall be followed to ensure grant funds are being tracked and spent in accordance with all applicable laws and within the terms of the grant agreement/award. Sub-grantee accepts full liability for resources administered through the grant.

VIII. AUDIT REQUIREMENTS

ARS 35-181.03. Sub-grantee must also comply with applicable ARS 35-181.03 provisions for financial and compliance audits.

In the event that an audit determines that unallowable costs have been charged to the grant and funds have been disbursed to the Sub-grantee, then the Sub-grantee accepts full liability and must pay back all costs incurred and deemed unallowable. The Sub-grantee shall, upon request of the State, participate with State personnel in performing interim and/or final inspections.

IX. PROCUREMENT REQUIREMENTS

The Sub-Grantee shall comply with all applicable provisions of State laws and regulations in regard to procurement of goods and services, and to contracts for repair or restoration of public facilities.

The Sub-grantee shall not enter into cost-plus-percentage-of-cost contracts for completion of disaster restoration or repair work. The Sub-grantee will not enter into contracts for which payment is contingent upon receipt of State funds. Sub-grantees are responsible for developing, documenting, and adhering to their own established procurement activities that include both administrative and accounting controls.

X. REPORTING REQUIREMENTS

Sub-grantee shall monitor the performance of the grant activities to ensure that performance goals are being achieved. Sub-grantee shall provide detailed grant/project accomplishments in quarterly reports to State Forestry no later than 30 days after the end of each calendar quarter, or as requested by State Forestry. Quarterly performance reports shall follow the format identified in Attachment D or as may be revised by State Forestry.

Financial/Reimbursement requests may be submitted quarterly or more often if necessary. Reimbursement requests shall follow the format as identified in Attachment D or as may be revised by State Forestry. Reimbursement requests submitted with documentation

(grant share or match) that is older than 6 months will not be accepted without prior approval.

Financial/Reimbursement requests may be held for processing until quarterly accomplishment/performance reports are current.

A final accomplishment report and all financial/reimbursement requests and required documentation shall be provided at completion of the grant project, but no later than 30 days after end of grant term. Final financial reimbursement may be held until all accomplishment reporting is complete and submitted to State Forestry.

All accomplishment and financial reports shall be submitted to the State Forestry contact as identified below in Section XII (NOTICES)

Sub-grantee shall immediately notify State Forestry of developments that have a significant impact on the activities supported under this grant. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

Any change to the original grant application scope of work must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

XI. COMPLIANCE AND PERMITS

Sub-grantee agrees that it is responsible for acquiring prior to repairs all permits required by applicable federal, state, and local jurisdictions. Sub-grantee also agrees that is responsible for adherence to all applicable statutes, regulations, ordinances, and codes promulgated by applicable federal, state, and local jurisdictions, including but not limited to environmental regulations concerning the presence, existence, discharge, emission, or removal of any substances such as by-products, wastes, pollutants, and hazardous and toxic materials.

XII. PRINCIPAL CONTACTS

NOTE: Principal contact should be one contact person responsible for overseeing all elements of the grant project including but not limited to accounting, administrative and field portions of the project.

Each party certifies that the individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal Sub-grantee Contact:

Deborrah Smith
Arizona Association of Conservation Districts
Executive Director
7467 E. Broadway Blvd
Tucson, AZ 85710
830-719-5372
smith.aacd@gmail.com

Principal Arizona State Forestry Contact:

Joshua Hudson
Arizona Department of Forestry and Fire Management
Forestry Grants Manager
1110 W. Washington Suite 500
Phoenix, AZ 85007
602-761-0285
jhudson@dffm.az.gov

XIII. NOTICES

Any and all reports, notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as set forth immediately below:

STATE FORESTRY	**SUB-GRANTEE**
John Richardson **Assistant State Forester for Forestry Programs** **Arizona Department of Forestry and Fire Management** **1110 West Washington, Suite 500** **Phoenix, AZ 85007** **602-771-1420** **jrichardson@dffm.az.gov**	**Deborrah Smith** **Arizona Association of Conservation Districts** **Executive Director** **7467 E. Broadway Blvd** **Tucson, AZ 85710** **830-719-5372** **smith.aacd@gmail.com**

XIV. AWARD CLOSEOUT

Sub-grantee shall close out the grant within 30 days after expiration or notice of termination. If this award is closed out without audit, Arizona State Forestry reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

XV. AUTHORITY

Sub-grantee shall have the legal authority to enter into this agreement, and shall have the institutional, managerial, and financial capability to ensure proper planning, management, accounting and completion of the project, which includes funds sufficient to pay the share of project costs, when applicable.

XVI. ATTACHMENTS

The following Attachments are part of this Agreement:

- **A.** Project Application
- **B.** General Provisions
- **C.** Documentation of Expenses
- **D.** Quarterly Report and Invoice Format

XVII. IN WITNESS WHEREOF, the parties agree to execute this agreement as of the last date written below.

STATE FORESTRY	**ACCEPTED BY SUB-GRANTEE**
Arizona Department of Forestry and Fire Management. 1110 West Washington, Suite 500 Phoenix, AZ 85007	Arizona Association of Conservation Districts 7467 E. Broadway Blvd Tucson, AZ 85710

David Tenney
Signature

Arizona State Forester

Date: 1/4/23

John Richardson
Print

Assistant State Forester for Forestry Programs

Date: 1/4/2023

Signature

Deborrah Smith
Print or Type Name

Date: 12/25/2022

ATTACHMENT A

Project Application
(Cover Sheet)

Applications: Sandflat Allotment Fire Recovery Project

PLEASE READ: This program is NOT for flooding damage. This program is only available for infrastructure that was damaged from fires or fire suppression activities that occurred on or after July 1, 2020. For questions regarding post-wildfire flooding damage, please contact your local County Emergency Management office.

PLEASE READ: Private landowners are only eligible to receive financial assistance if they work through an eligible applicant: Eligible applicants include Governmental organizations (including state, county, and local), 501(c) non-profit organizations, and Indian Tribes.

Profile
deborrah.smith@aacd1944.com

1. Application/Project Title
Sandflat Allotment Fire Recovery Project

2. Self Attestation - I certify that all other funding sources to address the infrastructure damaged as part of this project have been exhausted.
Yes

3. Program/Project Congressional District (check all that apply)
2

4. Program/Project Legislative District (check all that apply)
1, 7

5. Project Lead
Deborrah Smith, Executive Director Arizona Association of Conservation Districts, Over 30 years business and conservation management.

6. Project Overview and Area Description
The Sandflat Allotment is 34,510 acres of Forest Service Land of which 6,350 acres was burned. Over 20,000 feet of fence were destroyed by the rafael fire. All infrastructure needs repair and/or replacement. Nancy Shiew is the beneficiary of this application.

7. Land Ownership
Lease

8. Land Parcel Number
Forest Service land does not have parcel numbers.

9. Scope of Work
Projects for Sandflat Allotment Fire Recovery Project:
Replacing/Building 1 Mile of Fence. Applicant completing work.
Replacing/Building 3 Miles of Fence, labor only. Applicant completing work.
Project will be administratively managed by Deborrah Smith, AACD, Technical Support for Planning and Specification Check by Chris Lowman, AACD and infrastructure implemented by owner Nancy Shiew.
Map attached outlines all recovery projects and their locations.

10. Project Timeline
Start date as soon as application approved.
End date two years from time of application approval.
Year 1
1st QRT – .50 Miles of pasture fence built
2nd QRT – .50 Miles of pasture fence built
3rd QRT - .50 Miles of pasture fence built
4th QRT – .50 Miles of pasture fence built

Year 2
1st QRT – .50 Miles of pasture fence built
2nd QRT - .50 Miles of pasture fence built
3rd QRT - .50 Miles of pasture fence built
4th QRT – .50 Miles of pasture fence built

11. Collaborative Elements and Partners
Arizona Association of Conservation Districts (AACD) acquired grant funding to implement planning and resource assessment of area. AACD will be responsible for administering funds and checking final practice implementation for meeting specifications.

Upload Budget
Sandflat ALL - 2021_AZ Post-Wildfire Infrastrcuture _Project Budget Form.pdf

Upload Project Overview Map
Sand Flat Improvement Map 11-2022.pdf

Upload Self Attestation Form
Attestation form(combined).pdf

Upload Support Documentation (optional)
Publication1.pdf

Applications: File Attachments

Upload Budget
Sandflat ALL - 2021_AZ Post-Wildfire Infrastrcuture _Project Budget Form.pdf

Upload Project Overview Map
Sand Flat Improvement Map 11-2022.pdf

Upload Self Attestation Form
Attestation form(combined).pdf

Upload Support Documentation (optional)
Publication1.pdf

Project: Sandflat Allotment

Total Project Budget (by expense type)				
Budget Detail	**Grant Share** ($ Amount Requested)	**Match**		**TOTAL**
		Dollars	**In-Kind**	
Administrative Labor:	**$0**	**$0**	**$0**	**$ 0**
Project Labor:	**$27,785**	**$0**	**$0**	**$27,785**
Fringe Benefits:	**$0**	**$0**	**$0**	**$ 0**
Travel:	**$0**	**$0**	**$0**	**$ 0**
Equipment:	**$0**	**$0**	**$0**	**$ 0**
Supplies:	**$0**	**$0**	**$0**	**$ 0**
Contractual:	**$48000**	**$13,920**	**$0**	**$61,920**
Other:	**$0**	**$0**		**$ 0**
TOTAL:	**$75,785**	**$13,920**	**$ 0**	**$89,705**

Budget Narrative

Provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match.

GRANT DOLLARS

REPLACE FENCE:

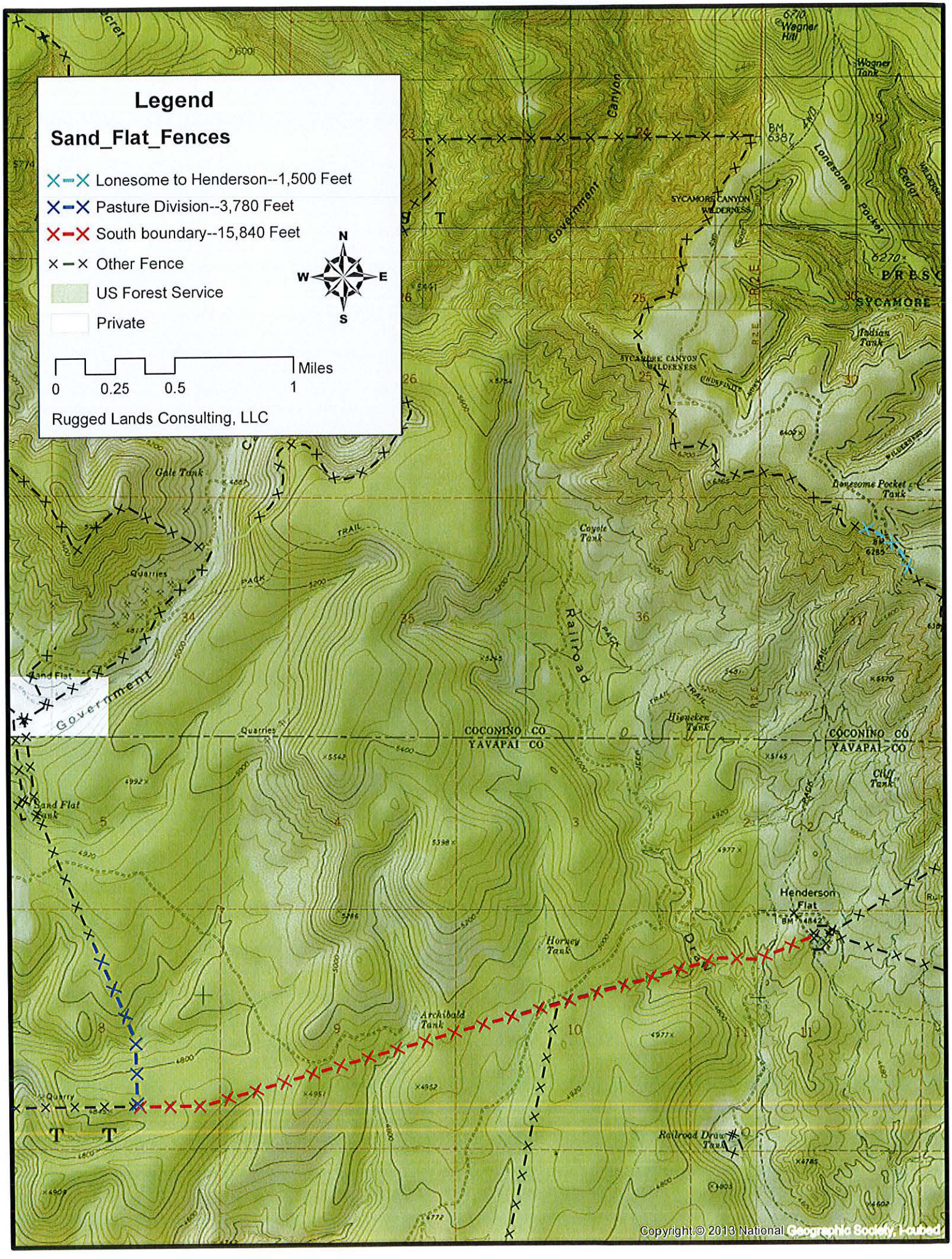
Rough Terrain Fence - 1 Mile	$48,000/mile * 1m	$48,000
Rough Terrain Fence- Labor only 3 miles. Rate generated on 2 bids		$27,785
TOTAL FENCE		$75,785

Budget Narrative - Continued

Use this additional space to provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match.

MATCH DOLLARS

Administration & Technical Support:			
AACD Support Contract Rate $600/day	$600/day * 1/month *12 months	$7,200	
AACD Tech Support Contract Rate $60/hour	$60/hr *8 hrs/day * 14 days	$6,720	
TOTAL ADMIN & TECH SUPPORT			$13,920


Legend
Sand_Flat_Fences
Lonesome to Henderson--1,500 Feet
Pasture Division--3,780 Feet
South boundary--15,840 Feet
Other Fence
US Forest Service
Private
N
W
E
S
0
0.25
0.5
1
Miles
Rugged Lands Consulting, LLC
Government
Canyon
Lonesome
Pocket
Cedar
SYCAMORE CANYON WILDERNESS
SYCAMORE
Indian Tank
Lonesome Pocket Tank
Gale Tank
Quarries
Coyote Tank
Railroad
Sand Flat
Government
Quarries
COCONINO CO
YAVAPAI CO
Cliff Tank
Sand Flat Tank
Henderson Flat
Horney Tank
Archibald Tank
Railroad Draw Tank
Quarry
Copyright:© 2013 National Geographic Society, i-cubed

Arizona Post-Wildfire Infrastructure Assistance Program
Self-Attestation

This section allows for applicants to self-attest their eligibility for the Arizona Post-Wildfire Infrastructure Assistance Program. Please select all applicable criteria below (select all that apply):

X *"All other funding sources to address the infrastructure damaged as part of this project have been exhausted, and DFFM is the payer of last resort."*

X *"All In-Kind donations provided to address the infrastructure damaged as part of this project have been exhausted and DFFM is the payer of last resort."*

X *"I am unable to finance the activity as stated above on my own and/or other sources of funds are not available and DFFM is the payer of last resort."*

SOURCES OF FINANCIAL ASSISTANCE (not all inclusive)

Insurance
Charitable Organizations
FEMA Hazard Mitigation Assistance Program Grants
USDA Forest Service
- Burned Area Emergency Response
- Burned Area Rehabilitation

USDA Farm Service Agency
- Livestock Indemnity Program
- Livestock Forage Disaster Program
- Emergency Conservation Program

USDA NRCS
- Environmental Quality Incentives Program
- Emergency Watershed Protection Program

Under a federal disaster declaration, the following could be sources of financial assistance:
- Individual Assistance
- Small Business Administration

CERTIFICATION

Please confirm the following:

X I certify under penalty of perjury that the foregoing statement(s) are true and correct.

X I agree to provide, upon written request, any additional information, or documentation to the Department of Forestry Fire Management, or authorized entity representing DFFM. and/or the Arizona Association of Conservation Districts.

Applicant Name (Print): Nancy Sweet

Applicant Signature: Nancy Sweet Date: 12-3-2021

Arizona Post-Wildfire Infrastructure Assistance Program Self-Attestation

00

This section allows for beneficiaries to self-attest their eligibility for the Arizona Post-Wildfire Infrastructure Assistance Program. Verification is also provided by the grant applicant. Please select all applicable criteria below (select all that apply):

- ☒ *"All sources of payment to address the infrastructure damaged as part of this project have been deducted."*
- ☒ *"All In-Kind donations provided to address the infrastructure damaged as part of this project have been deducted."*
- ☐ *"I am unable to finance the activity as stated above on my own and can provide information that I do not qualify for other reimbursement."*

SOURCES OF FINANCIAL ASSISTANCE (not all inclusive)

Insurance
Charitable Organizations
FEMA Hazard Mitigation Assistance Program Grants
USDA Forest Service

- Burned Area Emergency Response
- Burned Area Rehabilitation

USDA Farm Service Agency

- Livestock Indemnity Program
- Livestock Forage Disaster Program
- Emergency Conservation Program

USDA NRCS

- Environmental Quality Incentives Program
- Emergency Watershed Protection Program

Under a federal disaster declaration, the following could be sources of financial assistance:

- Individual Assistance
- Small Business Administration

CERTIFICATION

Please confirm the following:

- ☒ I certify under penalty of perjury that the foregoing statement(s) are true and correct.
- ☒ I agree to provide, upon written request, any additional information, or documentation to the Department of Forestry Fire Management, or authorized entity representing DFFM.

Beneficiary Name (Print):_____

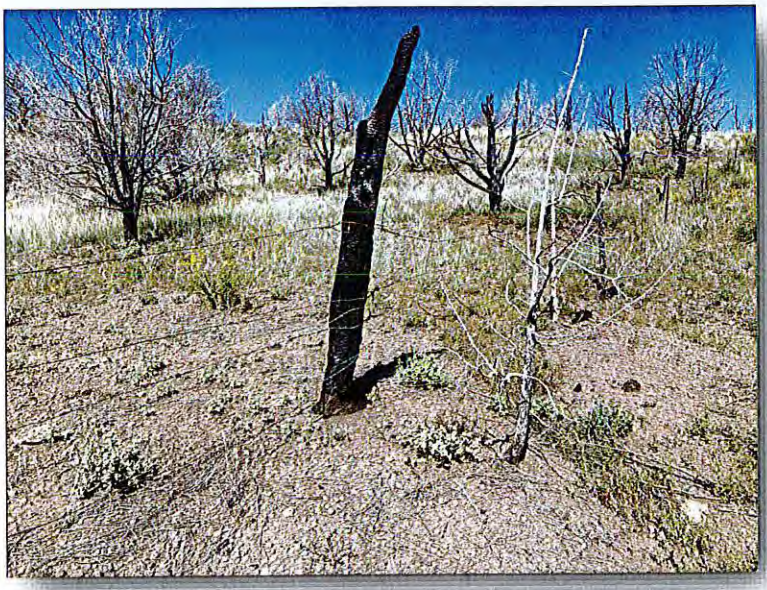
Beneficiary Signature:_____ Date:_____

VERIFICATION

Applicant Name (Print): Deborrah Smith

Applicant Signature:_____ Date: 12/3/2022

Sandflat Allotment



Picture (left)

Burnt fence line still standing. The fire compromised the gauge and integrity of the wire and stays left standing. Wire has become brittle and unable to serve as a pasture barrier. New stays and wire are required to strengthen barrier and restore range requirements.

Photo (left center)

Example of sagging fence line that has become a wildlife/ livestock hazard. Burned tree removal required to restore fence line.

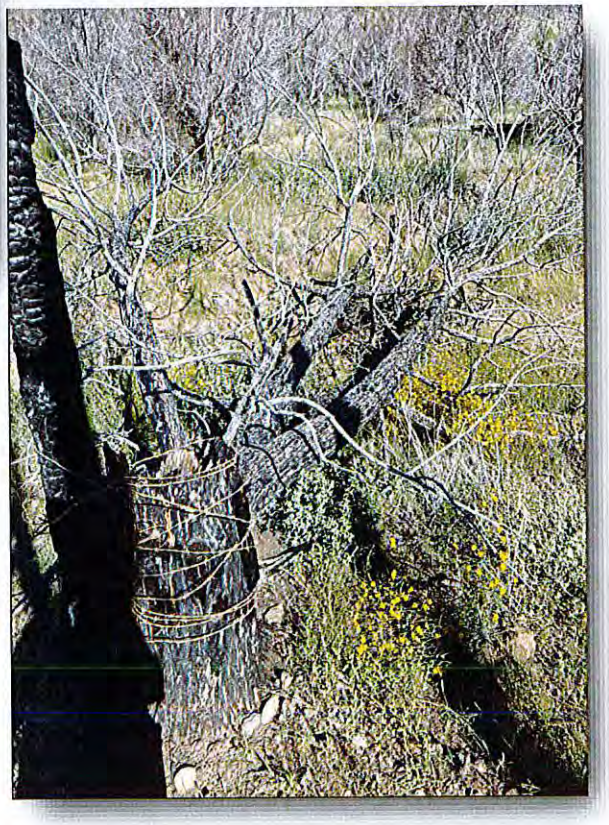
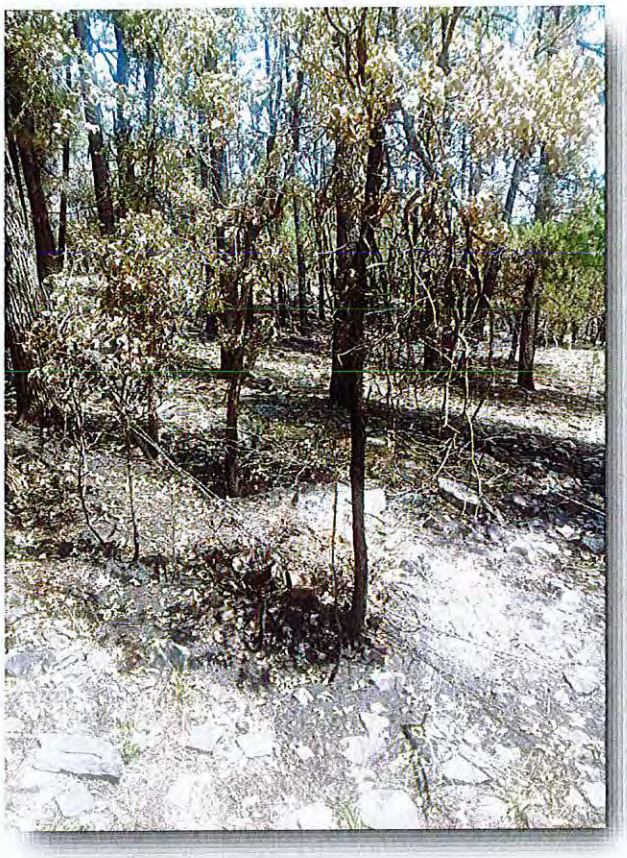


Photo (Right)

Example of burnt fence line. Large sections were destroyed but burnt remains litter the ground. Removal and reconstruction required to achieve health and stability to range .



Photos (above left & right)

Example of sagging fence line that has become a wildlife/ livestock hazard.

Photo (above)

Partially burned fences have become a wildlife/livestock hazard. Heat causes the wire to become brittle, wood posts and stays are burned. Removal and rebuild are required to restore range health and barrier requirements.

Profile: deborrah.smith@aacd1944.com

Applicant Information

Tell us about you.

Linked Applicant
deborrah.smith@aacd1944.com

First name
Deborrah

Last name
Smith

Email
deborrah.smith@aacd1944.com

Title
Executive Director

Company
Arizona Association of Conservation Districts

Company Website
aacd1944.com

City
Tucson

State
Arizona

Organization Information

Tell us about your organization.

Organization Name
Arizona Association of Conservation Districts

Employer Identification Number (EIN)
86-0695025

DUNS
196434810

Authorized Representative
Frank Krentz, President

Business/Finance Representative
Deborrah Smith, Executive Director

Organization Address

Address
7467 E Broadway Blvd

Address 2

City
Tucson

State
Arizona

County
Pima County

Congressional District/Region
ALL - Districts cover the entire state

Zip
85710

Phone
830-719-5372

Phone Extension

Fax

Authorized Representative (if different from above)

Name

Title

Email

Phone

Business/Finance Contact (if required)

Name
Deborrah Smith

Title
Executive Director

Email
smith.aacd@gmail.com

Phone
830-719-5372

ATTACHMENT B
General Provisions

ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It is the Sub-grantee's responsibility to develop, document, administer and manage the appropriate accounting and administrative procedures for managing the grant in accordance with all applicable State laws.

HATCH ACT

The Sub-grantee shall comply with provisions of the Hatch Act limiting the political activities of public employees.

NEPA

The Sub-grantee shall comply with applicable State and Federal laws regarding the environment (NEPA; National Environmental Protection Act).

COVENANT AGAINST CONTINGENT FEES

The Sub-grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sub-grantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the State shall have the right to annul this agreement without liability, or, in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

MODIFICATIONS

Modifications within the scope of this award shall only be made by mutual consent of both parties, by issuance of a written amendment signed and dated by all properly authorized signatory officials prior to any changes being performed. Requests for modification shall be made, in writing, at least thirty (30) days prior to the implementation of the requested change. Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

EXTENSIONS

Timely completion of this project is required. If this agreement is extended by mutual written consent of the parties, all terms, conditions and provisions of the original agreement shall remain in full force and effect and apply during any extension period. Any extension of time granted shall not constitute or operate as a waiver by the State of any of its rights herein. Extensions will only be considered and/or made if the Sub-grantee has demonstrated reasonable efforts to complete the grant project as defined in the original detailed project plan and has a clear and specific plan for completion of the project within the extended time period.

RESPONSIBILITY FOR CLAIMS AND LIABILITIES

The Sub-grantee agrees to assume all risk of loss to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suites, losses, damages causes or action, fines or judgments, including costs, attorney's and witnesses' fees and expenses incident thereto, for injuries or death to persons and for loss of, damage to, theft of or destruction of any property including loss of use thereof arising out of or in connection with the performance of duties required by agreement, all whether or not authorized or agreed to by the State or Sub-grantee.

RETENTION OF RECORDS

The Sub-grantee and any subcontractor shall maintain and store all documents, papers, accounting records; other evidence pertaining to costs incurred for this work, and shall make all such materials available at any reasonable time during the term of work and for five (5) years from the date of final payment to the Sub-grantee. The Sub-grantee may be required to provide such records as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State.

EQUAL OPPORTUNITY/NON-DISCRIMINATION

The Parties agree to comply with Chapter 9, Title 41, Arizona Revised Statutes (Civil Rights), Arizona Executive Order 2009-09 and any other federal or State laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.

The Sub-grantee shall comply with Arizona Executive Order 75-5 and as amended by Arizona Executive Order 2009-09 relating to non-discrimination in employment by government contractors and subcontractors. These regulations are herein incorporated by reference and made a part of this agreement.

ARBITRATION

To the extent required by A.R.S. §12-1518 and 12-133, the parties agree to use arbitration, after exhausting applicable administrative review, to resolve disputes arising out of this agreement.

ANTITRUST VIOLATIONS

The Sub-grantee and the State recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the purchaser or ultimate user. Therefore, Sub-grantee acting as a vendor, hereby assigns to State any and all claims for such overcharges.

TERMINATION BY MUTUAL AGREEMENT

This award may be terminated, in whole or part, as follows:

- When the State and Sub-grantee agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- By thirty (30) days written notification by the Sub-grantee to the State setting forth the reasons of termination, effective date, and in the case of partial termination, the portion to be terminated.
- If, in the case of a partial termination, the State determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the State may terminate the award in its entirety.

Upon termination of an award, the Sub-grantee shall not incur any new obligations for the terminated portion of the award after the effective date, and shall cancel as many outstanding obligations as possible. The State shall allow full credit to the Sub-grantee for the United States Federal share of the non-cancelable obligations properly incurred by the Sub-grantee up to the effective date of termination. Excess funds shall be refunded within sixty (60) days after the effective date of termination.

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 contract, 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 of either is, at any time while the contract or any extension of the contract 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 contract with respect to the subject matter of the contract.

TERMINATION FOR CONVENIENCE

The Office of the State Forester, by written notice, may terminate this contract, in whole or in part, when it is deemed in the best interest of the State. If this agreement is so terminated, Sub-grantee will be compensated for work performed up to the time of the termination notification. In no event shall payment for such costs exceed the current grant amount.

NON-AVAILABILITY OF FUNDS

This agreement shall be subject to available funding, and nothing in this agreement shall bind theState to expenditures in excess of funds appropriated and allotted for the purposes outlined this agreement.

FEDERAL IMMIGRATION AND NATIONALITY ACT

By entering into the Agreement, the Sub-grantee warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Sub-grantee shall obtain statements from its contractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Grant. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Sub-grantee, contractor or subcontractor performing work under the Grant. Should the State suspect or find that the Sub-grantee or any of its contractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Sub-grantee or Contractor. All costs necessary to verify compliance are the responsibility of the Sub-grantee. The parties agree to comply with A.R.S. §41-4401, the provisions of which are hereby incorporated.

SUSPENSION OR DEBARMENT

The Sub-grantee shall not enter into any contract or agreement with any party which is debarred or suspended from participating in State assistance programs.

Submittal of an offer or execution of a contract shall attest that the sub-grantee or contractor is not currently suspended or debarred. If the Sub-grantee or any of its contractors become suspended or debarred, the Sub-grantee shall immediately notify the State. The State may, by written notice to the Sub-grantee, immediately terminate this Agreement if the State determines that the Sub-grantee or their contractors have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

GOVERNING LAW

This AGREEMENT is made under, and is to be construed in accordance with, the laws of the State of Arizona.

INVALIDITY OF PART OF THIS AGREEMENT

The parties agree that should any part of this AGREEMENT be held to be invalid or void, the remainder of the AGREEMENT shall remain in full force and effect and shall be binding upon the parties.

COUNTERPARTS

This AGREEMENT may be executed in any number of duplicate originals, photocopies or facsimiles, all of which (once each party has executed at least one such duplicate original, photocopy, or facsimile) will constitute one and the same document.

INTERPRETATION

This AGREEMENT is not to be construed or interpreted for or against either of the parties on the grounds of sole or primary authorship or draftsmanship.

PARAGRAPH HEADINGS

The paragraph headings in this AGREEMENT are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this AGREEMENT or any of its provisions.

ENTIRE AGREEMENT

This AGREEMENT contains the entire agreement and understanding of the parties hereto. There are no representations or provisions other than those contained herein, and this AGREEMENT supersedes all prior agreements between the parties, whether written or oral, pertaining to the same subject matter of this AGREEMENT.

ATTACHMENT C

Grant Reimbursement and Documentation Requirements

Arizona State Forestry grants are based on reimbursement for actual costs incurred. Sub-grantees are typically required to provide a portion of the total project cost as MATCH contribution to show local investment in the project or program. Match investment cannot be used as a match for any other State or federal cost-share programs. Specific match amount is identified in each grant agreement. All costs and match should conform to the approved application contained in the grant agreement – and all reimbursements are subject to Arizona State Forestry approval.

All documentation submitted for reimbursement must have the correct project name and/or State Forestry grant number, date work was completed, and proof of payment from the Sub-grantee.

All reimbursements to Sub-grantees shall be calculated from the "Grant Reimbursement Form". By signing the form, the Sub-grantee assumes full and implied responsibility for all grant costs incurred and submitted on the form. By signature, the Sub-grantee accepts full liability that the work and costs incurred were in accordance with the agreed scope of work and/or approved detailed project plan and in accordance with all applicable Federal and State laws. By signing the "Grant Reimbursement Form", the Sub-grantee is claiming that costs were incurred following the established procurement process for its own organization and that their process is documented, administered and managed with the correct accounting and administrative procedures and is in accordance with all applicable Federal and State laws.

INELIGIBLE COSTS – Any expenses submitted for reimbursement that are not properly documented shall not qualify for reimbursement. It shall be the Sub-grantee's sole responsibility to submit the required and accurate support documentation for all project costs. In the event an audit determines that ineligible costs were charged to the project, the Sub-grantee accepts full liability for such costs.

- Expenses not included in an approved project plan or are unnecessary for the completion of the project are ineligible for reimbursement or as match.

- NO FOOD or BEVERAGE purchases or donations to others are eligible for reimbursement or as match, unless included in the project plan as budgeted travel costs, and pre-approved by State.

- Large equipment purchases: Applicants are encouraged to rent equipment when possible and cost-effective, or to use matching funds to purchase large equipment. DFFM acknowledges that some projects may only be completed using program funds to procure equipment.

- Poorly documented match or volunteer hours with insufficient support documentation will not count towards the required match. It is the Sub-grantee's responsibility to keep all project/grant records pertaining to matching requirements. In the event an audit determines that ineligible match was credited to the project, the Sub-grantee accepts full liability for such costs

ATTACHMENT C

Grant Reimbursement and Documentation Requirements

REIMBURSABLE PROJECT EXPENSES – are direct, out-of-pocket expenditures for eligible project activities that are supported by paid invoices, cancelled checks, signed receipts, or official payroll records. Examples include:

Labor- may include paid staff, contracted labor, or documented reimbursement from Sub-grantee to others for services. Related expenses such as employee benefits or required travel costs are also eligible if properly documented.

- All staff/labor hours must be accompanied by an employee time sheet detailing the hours worked on the grant project. The time sheet must clearly have the State grant ID number, an employee signature, and the dates work hours were contributed towards the grant. A supervisor's approval signature should also be included. Note, for auditing purposes, an auditor will most likely want to see all hours worked in addition to those charged to the grant.
- Required documentation can include payment receipts, timesheets, payroll records, job sheets, cancelled checks, or signed letters detailing paid staff time, dates, and services or work provided.

Supplies - may include operating supplies, office supplies, and small equipment purchased by the Sub-grantee and necessary for the completion of the project.

- Required documentation can include payment receipts, cancelled checks, or official accounting records detailing expenses and goods and service provided.

Equipment Purchases (small) – small equipment necessary for the completion of the project may be purchased by the Sub-grantee organization if included in the approved project plan and budget. Purchases of equipment or supplies for individuals is not eligible. Purchase of necessary equipment with per unit costs totaling less than $5,000 will be considered as supplies (above).

- Required documentation will include purchase receipts detailing costs and equipment details.

Equipment Purchases (large) - Any single piece of capital equipment costing more than $5,000 must be included in the original project plan and preapproved. Additional details will be provided for approved purchases. If an audit determines that excessive equipment was purchased, the Sub-grantee accepts full liability for cost reimbursement back to the State. Please limit your liability by purchasing only items listed in the original grant application and detailed project plan. Please only purchase what is necessary to complete the specific grant/project approved.

- Required documentation will include purchase receipts detailing costs and equipment details.

Equipment Rental – Rental of equipment necessary for completion of the project may be reimbursed if included in the approved project plan and budget.

- Required documentation will include rental receipts detailing costs, dates of use, and equipment details.

Contracted Services – Contracting for services from outside organizations or businesses is permitted if included in the approved project plan and budget. Such services could include contracted fuels crews, arborists, trucking, waste disposal, and other costs.

- Required documentation will include receipts detailing costs, dates and details of services provided.

Equipment Operating Costs - Operating costs for owned, rented, or donated equipment may be permitted if included in the project plan and properly documented. Methods for cost determination must be specifically documented and approved. Use of Sub-grantee owned equipment may be charged to the grant if prior approval is granted. A Sub-grantee may submit a rate agreement that is typical of rate charges established for all agencies utilizing the equipment including their own. Under no circumstances shall the grant be charged for use of equipment purchased with State funds, beyond operating costs.

- Required documentation can include receipts detailing costs, dates and details of equipment usage, payment receipts, mileage logs, shift tickets, etc. Any operating costs that are not paid for directly and do not have corresponding payment receipts, must be specifically documented as to method of cost determination.

ATTACHMENT C

Grant Reimbursement and Documentation Requirements

ELIGIBLE MATCH – Grants may require some level of MATCH investment from the Sub-grantee organization. Matching investment may only be included if goods or services are provided during the term of the agreement and are necessary for the completion of the project. The matching investment may be in the form of cash expended and/or in-kind contributions used toward the project. The Sub-grantee share (match) cannot be used as a match for any other cost-share program. As with reimbursable costs, eligible match expenses only include those that are reasonable and necessary for the completion of the grant-funded program or project and must meet the approved Cost Principles.

Matching investments will not be directly reimbursed.

Examples of possible match include:

Cash - Matching investment can include actual costs incurred as documented above.
- Required documentation will include payment receipts, cancelled checks, or official accounting records detailing expenses and related goods and service provided.

In-kind Contributions - include the use of on-hand supplies, use of third party donations of supplies or equipment, the value of professional services provided at the professional rate, or time spent by employees on eligible project activities.
- Use of in-kind contribution of goods or services from another business or organization may be counted as community match with proper documentation. This typically consists of a letter on the donating organization's letterhead, signed by the proper person and showing the amount and type of donation. Property or use thereof shall be assigned a fair market value per applicable Cost Principles and should include a letter of documentation from the donating party.

Volunteer - Volunteer labor hours shall conform to documented standard operating procedures for the Sub-grantee organization with established pay rates.
- Required documentation for volunteers will include signed time logs/sign-in sheets with volunteer name, date, time, place, and type of volunteer service provided. Volunteer time may be valued at the local market rate for equivalent work (children at minimum wage). Hourly rates exceeding $20 per hour will require specific support documentation for justification and approval. If you use consultants, forestry professionals, planners, etc., who donate their professional services, appropriate hourly rates may be documented in a letter from the individual or their organization.

Quarterly Performance Report

GRANT INFORMATION:

Grant Number:		**Grant Award $:**	
Project Name:		**Award End Date:**	
Organization:			
County:		**DFFM District:**	

REPORT INFORMATION:

Calendar Year:		**Calendar Quarter Q1** (Jan-Mar), **Q2, Q3, Q4:**	
Name of person completing report:			
Submittal Date:			

PROJECT OBJECTIVES ACCOMPLISHED: (During this quarterly reporting period, what progress has been made toward meeting the project objectives stated in the Project Plan? Provide quarterly and cumulative numbers for key criteria, such as acres completed, trees planted, educational programs delivered, etc.)

PLANNED OVERALL		ACTUAL				
Project Objectives	**Total Project Goal**	**Previously Reported**	+	**Current Quarter**	=	**Cumulative Total**

Program-Specific Reportables (if applicable)

1				
2				
3				
4				
5				

Is this Project On Track? (Yes / No)

Use the following sections to describe activities for this quarter and for the overall project status.

Additional items may be enclosed or attached, such as added narrative, detailed tables, pictures, maps, or other items.

(Please list any additional items in the narrative to assure they are recorded.)

Quarterly Performance Report

NARRATIVE REPORT / THIS QUARTER: **What progress has been made THIS QUARTER in accomplishing the project objectives?** Describe activities for the quarter to support the status reported in the tables above. Include comments regarding accomplishments for employees, contractors, and volunteers; and describe the status of planning or purchasing activity if applicable. *(MAX: 1400 Characters – attach additional materials if needed)*

NARRATIVE REPORT / OVERALL PROJECT: **What is the success in meeting the OVERALL measurement criteria identified in the Project Plan?** Describe the overall project status to support the numbers listed in the tables above. What major milestones have been achieved and what are the next major activities planned? If the project is not on track or goals are not being met, please provide an explanation. If there are any factors that have, or will have, a significant impact on the successful project completion, provide details and explain the actions being taken or assistance that may be needed. *(MAX: 1400 Characters – attach additional materials if needed)*

Arizona Department of Forestry and Fire Management

Grant Reimbursement Form

NOTE: It is the Sub-grantees' responsibility to develop, document, administer and manage the correct accounting and administrative procedures for administering the grant in accordance with all applicable Federal and State laws. It is the Sub-grantees' sole responsibility to maintain all grant records and provide them as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

Grant Number:

Organization Name: **Match %:**

Total Grant Amount: **Total Match Required:**

Grant Expiration/End Date: (Grant $ + Match $ = Total Project Cost)

Previous Project Totals (Sum of all previous reimbursement requests):

	Reimbursable Costs	Match	Total
			$0.00

This Reimbursement Period: (Period Start / End dates)

Item	Reimbursable Costs	Match	Total
Administration			$0.00
Personnel			$0.00
Contracted Services			$0.00
Supplies			$0.00
			$0.00
			$0.00
			$0.00
Volunteer time	N/A		$0.00
In-Kind Contributions	N/A		$0.00
Total:	$0.00	$0.00	$0.00

FOR DFFM USE ONLY

Cumulative Project Totals (This period request added to all previous reimbursement requests):

Reimbursable Costs	Match	Total
$0.00	$0.00	$0.00

*As long as the Cumulative MATCH meets the required amount, this Reimbursement Period's REIMBURSABLE amount should qualify for payment (provided all items are properly documented and all other requirements are met.)

Authorized Signature *Title* *Date*

SIGNATURE LINE STATEMENT (Required for Processing)

By signing the "Grant Reimbursement Form", the signing agent is verifying that:

All work performed on this grant/project was completed in conformance with all applicable laws and established procedures. Charges and time sheets submitted are in fact for work completed on this project. All charges have been reviewed and verified by a supervisor and all employee and volunteer hours are being tracked, with support documentation on file and available to any auditing agent.

NOTE: Reimbursements may take 60-90 days