

Arizona Department of Forestry and Fire Management
Grant Agreement No. APWIAP 21-833
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 **May 31, 2026** 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 \$342,160.00**

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:

<u>STATE FORESTRY</u>	<u>SUB-GRANTEE</u>
<p><u>John Richardson</u> 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</p>	<p><u>Deborrah Smith</u> Arizona Association of Conservation Districts Executive Director 7467 E. Broadway Blvd Tucson, AZ 85710 830-719-5372 smith.aacd@gmail.com</p>

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.

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

Arizona State Forester

Date: 4/9/24


Digitally signed by Deborrah
Smith
Date: 2024.04.03 12:37:38
-07'00'

Signature
Deborrah Smith
Print or Type Name

Date: 4/3/2024

John Richardson
Print



Assistant State Forester for Forestry Programs

Date: 4/9/2024

ATTACHMENT A

**Project Application
(Cover Sheet)**

Applications: AACD Fire Recovery Fence Project #7

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

AACD Fire Recovery Fence Project #7

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)

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 AACD Project #7 is on Forest Service Land. 6.75 miles of fence were destroyed by the bush fire. All infrastructure needs repair and/or replacement.

7. Land Ownership

Lease

8. Land Parcel Number

Forest Service land does not have parcel numbers.

9. Scope of Work

Projects for AACD Fire Recovery Fence Project #7:

Replacing/Building 6.75 Miles of Fence.

Project will be administratively managed by Deborrah Smith, AACD, Technical Support for Planning and Specification Check by Chris Lowman or Sarah James, AACD and infrastructure implemented by contractor.

Map attached outlines all recovery projects and their locations.

10. Project Timeline

Year 1

1st QRT – .85 Miles of pasture fence built

2nd QRT - .85 Miles of pasture fence built

3rd QRT - .85 Miles of pasture fence built

4th QRT – .85 Miles of pasture fence built

Year 2

1st QRT – .85 Miles of pasture fence built

2nd QRT - .85 Miles of pasture fence built

3rd QRT - .85 Miles of pasture fence built

4th QRT – .85 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

AACD Fire Recovery Fence Project #7-Budget.pdf

Upload Project Overview Map

Map.png

Upload Self Attestation Form

2021_AZ Post-Wildfire Infrastructure_Self Attestation Form_Feb2022REVISION.pdf

Upload Support Documentation (optional)

Applications: File Attachments

Upload Budget

AACD Fire Recovery Fence Project #7-Budget.pdf

Upload Project Overview Map

Map.png

Upload Self Attestation Form

2021_AZ Post-Wildfire Infrastructure_Self Attestation Form_Feb2022REVISION.pdf

Project: AACD Fire Recovery Fence Project #7

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:	\$0	\$0	\$0	\$ 0
Fringe Benefits:	\$0	\$0	\$0	\$ 0
Travel:	\$0	\$0	\$0	\$ 0
Equipment:	\$0	\$0	\$0	\$ 0
Supplies:	\$0	\$0	\$0	\$ 0
Contractual:	\$324,000	\$0	\$0	\$324,000
Other:	\$18,160	\$0		\$18,160
TOTAL:	\$342,160	\$ 0	\$ 0	\$342,160

Budget Narrative			
<p>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.</p>			
GRANT DOLLARS			
REPLACE FENCE:			
Rough Terrain Fence - 6.75 Miles		\$48,000/mile * 6.75 m	\$324,000
TOTAL FENCE			\$324,000

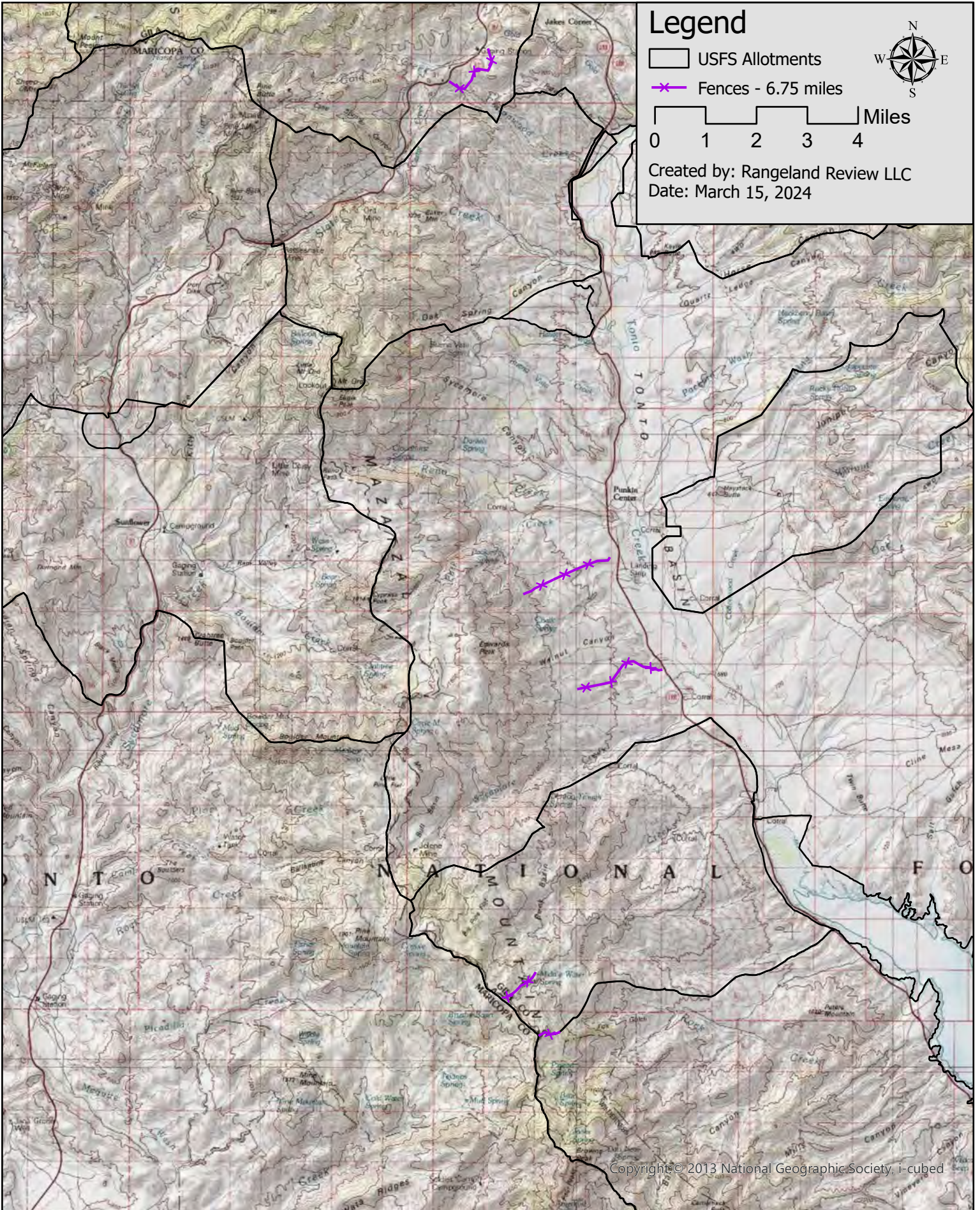
Budget Narrative - Continued

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.

Coordination & Technical Support:	
AACD Coordination/Tech Support Contract Rate \$60/hour \$60/hr * 8 hrs/day * 30 days planner, certification, communication, drone, and coordination support	\$18,160.00
TOTAL COORDINATION & TECH SUPPORT	\$18,160.00

MATCH DOLLARS

Project 21-833 Map



Legend

USFS Allotments

Fences - 6.75 miles

Miles
0 1 2 3 4

Created by: Rangeland Review LLC
Date: March 15, 2024

