



**Water Quality Improvement Grant Program
Grant Agreement EV08-0025 (10-008)**

Project Title: The Gila River Box Conservation Area Livestock Deterrent Fence
Expiration Date: June 30, 2010
Dollars Matched: \$51,342.00
Dollars Awarded: \$126,900.00

**Between
Arizona Department of Environmental Quality
and
Noland Ranch**

This Grant Agreement is established between the State of Arizona Department of Environmental Quality, located at 1110 West Washington Street, Phoenix, Arizona 85007 ("ADEQ" or "Department") pursuant to Arizona Revised Statutes (A.R.S.) § 41-2701 et. seq. and A.R.S. § 49-104 and ("Grantee"). This Grant Agreement includes the attachments listed below. Incorporated by reference, this Grant Agreement also includes the ADEQ Water Quality Improvement Grant Program Request for Grant Applications (EV08-0025) and *Water Quality Improvement Grant Manual*.

Attachment 1: Grant Application

Attachment 2: Water Quality Improvement Grant Agreement Terms and Conditions

Attachment 3: Additional Reporting Requirements

Special Conditions

1. Attachment 1 includes the approved project budget. Any adjustments must be pre-approved by ADEQ.
2. Grantee shall receive written approval from ADEQ for the project verification/evaluation and monitoring activities planned for this project prior to beginning work.
3. Grantee must receive certification from the State Historic Preservation Office (SHPO) prior to beginning work. ADEQ will notify the Grantee when SHPO certification has been obtained.
4. Grantee is responsible for reporting additional project information related to proposed nitrogen, phosphorus, and/or sediment reduction to ADEQ as outlined in Attachment 3.
5. Grantee shall report load reduction data for nitrogen, phosphorus, and/or sediment to ADEQ annually and in the final report of the project. Grantee shall work with ADEQ over the period of the project to determine reporting deadlines.
6. Grantee must obtain ADEQ approval on all information pertaining to this project that is used as promotional or educational materials, including but not limited to, Web site information, brochures, signage, etc.

In witness whereof the parties hereto agree to carry out the terms of this Grant Agreement.

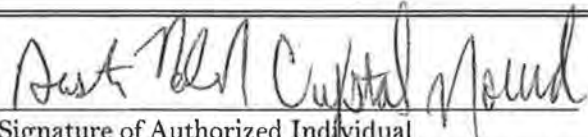
Arizona Department of Environmental Quality

Noland Ranch

Joan Card, ADEQ Water Quality Division Director

Dustin and Crystal Noland


Signature of Authorized Individual


Signature of Authorized Individual

Date: 7-15-08

Date: 7-10-08



Janet Napolitano
Governor

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

1110 West Washington Street • Phoenix, Arizona 85007
(602) 771-2300 • www.azdeq.gov



Stephen A. Owens
Director

COPY

July 21, 2008

Crystal Noland
Noland Ranch
PO Box 1092
Morenci, AZ 85540

Re: ADEQ Water Quality Improvement Grant Awarded titled, *The Gila River Box Conservation Area Livestock Deterrent Fence*

Dear Ms. Noland:

Please find enclosed, for your files, one fully executed copy of the Water Quality Improvement Grant Program's Grant Agreement for the project described above. We appreciate your participation in our grant program and look forward to working with you to improve Arizona's water quality.

Richard Jambazian will be your ADEQ Project Manager. Please contact him at 602-771-4551 to set up a project site visit. If you have any questions or concerns please contact me at 602-771-4635 or by email at osterberg.krista@azdeq.gov.

Sincerely,

Krista Osterberg
Grant and Outreach Coordinator
Water Quality Improvement Grant Program

**Arizona Department of Environmental Quality
Water Quality Improvement Grant Program
Grant Application 2008**

Noland Ranch



Attachment 1

**Arizona Department of Environmental Quality
Water Quality Improvement Grant Program
Grant Applicant 2008**

Page Part I - Grant Application Form and Signature

Project Title: The Gila River Box Conservation Area Livestock Deterrent Fence

Project Description:

The Gila River Box Conservation Area Livestock Deterrent Fence calls for reconstructing 7.4 miles of fence located at the north eastern portion of Graham County, within the Turtle Mountain Allotment.

Authorizing Agency:

Noland Ranch
PO Box 1092
Morenci, AZ 85540

Authorized Agency Contact:

Dustin & Crystal Noland
Owners/Ranchers Noland Ranch
(928) 322-3658 Phone
(928) 865-3807 Fax
NolandRanch@hughes.net

Project Manager:

Crystal Noland
PO Box 1092
Morenci, AZ 85540
NolandRanch@hughes.net

Ranch Manager
(928) 322-3658 Phone
(928) 865-3807 Fax

Project Period:

0-2 Years (Preferred)

Projected Costs:

Funds Requested:	\$126,900
Matching Funds Noland Ranch:	\$29,142
Matching Funds AZ Game & Fish:	\$22,200
Total Projected Costs:	\$178,242

Are you or your organization currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity? X NO

The undersigned hereby offers and agrees to perform in compliance with all terms, conditions, specifications and scope in this grant application. Signature certifies understanding and compliance with the application attached hereto. ADEQ may approve the grant application with modifications to scope, methodology, schedule, final projects and/or budget.

Authorized Signature _____ Date _____

Print Name _____

Title _____

Company/Agency _____

The Grant Application Form must be signed by the individual legally authorized to act on behalf of the applicant in conducting all official business relating to the project. Signing this form and submitting a grant application package, certifies that the applicant has authority to enter into the agreement, accept funding, and fulfill the terms of the proposed project if approved. Applicant is required to read the Water Quality Improvement Grant Agreement Terms & Conditions and be legally authorized to enter into an agreement with ADEQ.

Part II – Project Summary/Pre-proposal

The Gila River Box Conservation Area Livestock Deterrent Fence calls for the re-construction of the fence line on the entire south western border of Turtle Mountain Allotment. This fence separates three BLM Allotments and serves as the most effective deterrent for livestock entering the Bonita and Gila River Box National Conservation Areas. Due to the age of the fence the current condition is very poor and is non-effective in deterring of livestock.

Part III – Plan of Action

Construct a four strand wire fence to BLM standards with five access gates along its length. The fence will begin in section 7 and extend south .5 miles to bluff line in section 18. The division will follow the bluff line .6 miles and the fence will begin again in the south western quarter of section 17 and travel south and east 6.9 miles to its terminus. This project will affect the entire Bonita Creek & Gila River Box Conservation Area by restricting the entrance of livestock. Limiting the access of livestock into the river bottoms will benefit water quality for those living downstream.

Part IV – Location Information

Location Map: See map attached

Site Plan: See map attached

County: Graham County

Watershed Name(s): Gila, Bonita, & Eagle Creek Watersheds

HUC Code (USGS): 15040005

Land Ownership: BLM

Current Land Use: Cattle Grazing

Part V – Land Ownership

The Noland Ranch are the BLM permittee holders of the Turtle Mountain Allotment

See Attached BLM permit & letter of approval from Mr. Tim Goodman, Wildlife Biologist, and Amy Humphrey, Range Manager Safford Field Office, Bureau of Land Management.

Part VI – Affected Waters

This project will improve the quality of water in the Gila River all the way to Safford, Lower Bonita Creek, & the San Francisco River, from the Gila River to Clifton, AZ all of which are identified as impaired waters.

Please See Attached.

Part VII – Project Longevity

Estimated life of project 30 years plus.

~~To ensure the proper maintenance will be done the Noland Ranch will commit to semi-annual~~ inspections and when the fence requires maintenance we will respond promptly. We are completely committed to keeping the fence in working condition in order to keep the quality of water and the Gila River Box Conservation Area in pristine condition.

Part VIII – Education and Outreach

The Noland Ranch will lead by example in directing awareness to the issue of maintaining the pristine value of our rivers & streams. We are committed to providing educational resources & information through outreach efforts in both Graham & Greenlee Counties. We are members of both the Upper Gila Watershed Partnership and the Upper Eagle Creek Watershed Groups.

By sharing our plan and relaying to others in our community that it is possible to work hand in hand with government agencies and that there are benefits to both rancher & the public. We can begin to mend the divide between ranchers & government entities.

Part IX – Key People and Partners

Noland Ranch, Dustin & Crystal Noland have a combined total of 18 years managing the Noland Ranch and are both managers of two other companies. The Noland Ranch is a very diversified ranch, being made up of United States Forest Service, Bureau of Land Management, State, & Private lands. It contains three major rivers, Gila, San Francisco, & Eagle all running through the ranch. With this type of topography it is essential in understanding how, why, & when, livestock migrate to the riparian areas.

In order to make this project work we must incorporate the knowledge of the land, cattle, & managerial skills of the Noland Ranch with the focus & direction of the BLM & ADEQ.

The BLM has partnered with the Noland Ranch many times before, and have an ongoing relationship to reduce the amount of cattle grazing in the Gila River Box Conservation Area.

Part X – Water Quality Improvement Plans

Historic livestock use on the Noland Ranch was uncontrolled and has degraded the riparian as well as uplands. Current use is now closely monitored, with the cooperation of the permittee and appropriate agencies have greatly enhanced the condition of the range. Voluntary reductions in herd sizes of 20% in five of the last six years, in addition the deferment of cattle grazing from the conservation area, this is now a part of the management & operation of the ranch.

The water quality improvement plans of the Noland Ranch include but are not limited to; Supporting and assisting government agencies in the implementation and preservation of the conservation area. This will ensure several thousand acres of river bottoms as prime habitat; Construct on ground range improvements that will protect and improve watershed and riparian conditions; Maintain & establish new conservation management practices for grazing that ensures the economic viability of the ranch, preserving open space and wildlife corridors.

Part XI – Work Plan

Work Plan / Product Step	Milestone	Date Completed	Associated Costs
Obtain all applicable permits & clearances	All clearances met and achieved	July 1, 2008	None
Purchase Material	Fencing supplies obtained	Aug. 1, 2008	\$24,192
Contract Labor	Fence installed	Aug. 10, 2008	\$125,800
Deliver material via horse & mule	Fence material delivered to job site	Aug. 20, 2008	Included in cost of labor
Attend Gila & Eagle Watershed meetings	Gila & Eagle watershed meetings will inform & educate the public, neighboring ranches, and government agencies of our interest and efforts to improve water quality.	Ongoing Effort	None
Inspection of completed fence by Noland Ranch & BLM.	Completion of fence will greatly enhance & improve our ranches efforts to restrict livestock from entering the conservation area.	Nov. 1, 2008	None

Part XII – Budget

The Gila Box Conservation Area Livestock Deterrent Fence

Time Period: August 2008 thru November 2008

Grant Expenditures	Original Budget	Prior Expenditures	Current Expenditures	Cumulative Expenditures	Budget Remaining
Admin. Costs (10% max)					
Project Admin. 8% Fee	\$9,400				
Direct Costs					
Equipment					
Rock Drill	\$6,500				
Supplies					
Other					
Personnel *7.4 miles fence					
Salaries					
Foremen	\$5,000/mile				
Laborers	\$10,000/mile				
Total before Admin. Fee	\$117,500				
Sub-totals	\$126,900				

Match Expenditures	Original Budget	Prior Expenditures	Current Expenditures	Cumulative Expenditures	Budget Remaining
Admin. Costs					
Projected Admin. 2%	\$2,350				
Direct Costs					
Equipment					
Horses & Mules to pack Fencing supplies in.	\$10,000				
Supplies					
6' Tee Post 2640@ \$4	\$10,560				
2 Point Barb Wire 128@\$55	\$7,040				
Smooth Wire 32@\$50	\$1,600				
Metal 42" Stays 5280@\$.40	\$2,112				
Juniper Corner Posts 50@\$50	\$2,500				
Tie Wire 15@\$20	\$300				
U-nails 1@\$80	\$80				
Personnel Costs *7.4 miles fence					
Salaries					
Foremen	\$1,000/mile				
Laborers	\$1,000/mile				

Sub-totals	\$51,342				
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Part XIII – Project Verification / Evaluation

The effectiveness of this project will be verified using several methods. First, Noland Ranch has kept a strict policy in deterring cattle from the Gila Box by installing water gap fences on Eagle Creek, and making several inspection rides per year throughout the entire Gila Box Conservation Area. BLM has committed to several rafting trips per year down the Gila Box, specifically for monitoring purposes.

Part XIV – State Historic Preservation Office (SHPO) Form

I. Project Location and Area:

- Graham County
- Section: 7,16,17,18,20,21,22,26,27,35,36 Township: 5S Range:28E
- Morenci
- Remote limited access, mountainous terrain

II. Project Description:

- There are no known buildings or structures within the projected area.
- Driving fence posts in locations where they have already been driven.
- X NO - This project will not impact historical properties.

III. Describe the steps taken to identify historic properties in the project area:

- Has the project area been previously surveyed to determine the presence or absence of historic properties? X – YES
- Are buildings, structures, or objects that are 50 years old or older present in the project area? X – NO
- Are any pre-historic or historic – period archaeological sites present? X – NO
- See letter from BLM Archeologist
- All existing fence line has been checked and surveyed by BLM.

IV. X No impacts / historic properties not present.

Attachment # 2

Water Quality Improvement Grant Agreement Terms and Conditions

1.0 Definition of Terms

- 1.1 "**Applicant**" means a person, firm, or other organization that submits or is considering submitting an application.
- 1.2 "**Application**" means a response submitted pursuant to a Request for Grant Applications (RFGA).
- 1.3 "**Critical sites**" are locations in the watershed where pollutant discharge is most apparent, mitigation actions are needed, and improvement project impacts can be readily measured.
- 1.4 "**Days**" means calendar days unless otherwise specified.
- 1.5 "**Department**" means the Arizona Department of Environmental Quality (ADEQ).
- 1.6 "**Director**" means the Director of ADEQ.
- 1.7 "**Equipment**" means tangible, nonexpendable, personal property, including supplies, having useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
- 1.8 "**Grant Agreement**" means a written document, signed by an authorized representative of both parties, including the RFGA (including the manual referenced in the RFGA) and the application (including any revisions requested by the Department) and any Grant Agreement Amendments.
- 1.9 "**Grant Agreement Amendment**" means a written document, signed by an authorized representative of both parties for the purpose of making changes to the Grant Agreement.
- 1.10 "**Gratuity**" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.11 "**Grantee**" means an applicant that is awarded a Grant Agreement.
- 1.12 "**Manual**" means the Water Quality Improvement Grant Manual.
- 1.13 "**Records**" means all books, accounts, reports, files and other records relating to this Grant Agreement.

1.14 ***“Request for Grant Applications”*** means the document the Department utilizes to request applications.

1.15 ***“Subcontract”*** means any contractual Grant Agreement, express or implied, between the Grantee and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Grant Agreement.

2.0 **Grant Agreement Interpretation**

2.1 ***Arizona Law.*** This Grant Agreement shall be interpreted under Arizona law and, if applicable, under federal law. The Department is authorized to enter into Grant Agreements by Arizona Revised Statutes (A.R.S.) Title 49. The Department is soliciting grants using the process given in A.R.S. Title 41, Chapter 24.

~~2.2 ***Implied Terms.*** Each provision of law and any terms required by law to be in this Grant Agreement are a part of this Grant Agreement as if fully stated in it.~~

2.3 ***Language and Marginal Headings.*** Language as used in this Grant Agreement shall include the plural as well as the singular and the masculine, feminine and neuter genders. Marginal headings are included for ease of reading only and shall have no effect on the construction or interpretation of this Grant Agreement.

2.4 ***Relationship of Parties.*** Neither party to this Grant Agreement shall be deemed to be the employee or agent of the other party.

2.5 ***Lobbying.*** Grantee shall comply with federal lobbying requirements pursuant to 40 CRF 34.100 and Office of Management and Budget (OMB) Circulars A-87 and A-122. Federal grant funds may not be used to influence (or attempt to influence) a federal employee. If non-federal funds have been used to influence (or attempt to influence) a federal employee, the Grantee must submit Standard Form LLL (“Disclosure of Lobbying Activities”).

2.6 ***Severability.*** The provisions of this Grant Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Grant Agreement.

2.7 ***No Parol Evidence.*** This Grant Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

2.8 ***No Waiver.*** Either party's failure to insist on strict performance of any term or condition of the Grant Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.0 **Grant Agreement Administration and Operation**

- 3.1 ***Drug-free Workplace.*** Grantees are required to certify that they maintain a drug-free workplace. By signing the Grant Agreement, the Grantee certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any grant-related activity.
- 3.2 ***Administrative Costs.*** Salaries, overhead, or indirect costs for administrative services provided and charged against activities and programs carried out with the grant shall not exceed 10 percent of the grant award.
- 3.3 ***Project Period.*** The Department agrees to reimburse Grantees for work activities performed during the project period as described in this Grant Agreement. The Department is not required to reimburse Grantee for any work activities initiated prior to execution of this Grant Agreement or after the project period has elapsed. The Grantee understands that the Department may terminate this Grant Agreement (see paragraph 9.5 of this Grant Agreement), if the project is not initiated within 3 months after entering into this Grant Agreement. The Department may extend the project period, if requested by the Grantee by executing a Grant Agreement Amendment (see 5.1, Grant Agreement Amendments).
- 3.4 ***Points of Contact.*** ADEQ designates the individual listed below as the Project Manager for budgeting, deliverable, and scheduling issues. Technical correspondence, invoices and reports from the Grantee shall be sent to the person below or a replacement identified by ADEQ.

Northern Project Manager

Arizona Department Environmental Quality
1110 W. Washington St
Phoenix, AZ 85007
Phone: 602-771-4551, 1(800) 234-5677 Ext: 771-4551

Southern Project Manager

Arizona Department Environmental Quality
1110 W. Washington St.
Phoenix, AZ 85007
Phone: (602) 771-4565, 1(800) 234-5677 Ext: 771-4565

- 3.5 ***Grantee's Representatives.*** The Grantee shall designate the individual listed in the application as "Project Manager" as its Representative. Any proposed changes that are requested for either project contacts or project team members for the awarded grant shall be requested in writing to ADEQ. Changes shall not be made without ADEQ approval.
- 3.6 ***Reports.*** A budget report and a narrative report shall be submitted on a calendar quarterly basis. Reports shall be sent to the Department no later than 30 calendar days

after the close of the quarter. Reports shall be in electronic format (disk or e-mail). A paper copy of the reports shall be mailed to the Department in addition to the electronic submittal. The reports shall include, but are not limited to, budget expenditures, in-kind expenditures, and a narrative of the project's progress, as applicable. Grantee must obtain ADEQ Project Manager pre-approval before any funds are relocated from the original/approved budget. The Grantee is responsible for responding to any inquiries from the Department and/or the U.S. Environmental Protection Agency.

At the end of the project, a final budget report and a final narrative report must be submitted and approved by the Department. The final narrative report shall include at a minimum: a summary of the project goals and objectives, project results or outcomes (including any data or photos), aspects of the project that worked well and things that did not work well, any public involvement and coordination and future activity recommendations for the watershed. An electronic format of the final report is required to close out the project.

~~The Department will not disburse final payment until the final report and all~~ requirements of the Grant Agreement have been fulfilled. All remaining grant funds or outstanding grant funds must be reconciled.

- 3.7 **Records and Audit.** Under A.R.S. § 35-214 and § 35-215, the Grantee shall retain and shall contractually require each subcontractor to retain all Records for a period of five years after the completion of the Grant Agreement. Upon request, the Grantee shall produce a legible copy of any or all such Records. All Records shall be subject to inspection and audit by the Department, and where applicable the Federal Government, at reasonable times.
- 3.8 **Printing Credit.** Items such as brochures, advertisements, videos, maps, and technical reports developed for the project must be approved by the ADEQ Project Manager prior to printing or displaying information. These items shall include the statement "Funded by a grant from the United States Environmental Protection Agency and the Arizona Department of Environmental Quality."
- 3.9 **Recycled Materials.** To the extent possible, printed materials shall be on recycled paper with the statement, "Printed on Recycled Paper," printed on the cover sheet.
- 3.10 **Nondiscrimination.** Code 40 of Federal Regulations (CFR) 7.30 prohibits discrimination under any program or activity receiving U.S. Environmental Protection Agency assistance on the basis of race, color, natural origin, gender, handicap, or age. The Grantee shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.11 **Inspection.** The Grantee agrees to permit access to its facilities and subcontractor facilities at reasonable times for inspection of the materials covered under this Grant Agreement.

- 3.12 ***Advertising and Promotion of Grant Agreement.*** The Grantee shall not advertise or publish information for commercial benefit concerning this Grant Agreement without the prior written approval of the Department.
- 3.13 ***Ownership of Information.*** Title to all documents, reports and other materials prepared by the Grantee in performance of this Grant Agreement shall rest in the Department, except for copyrighted material prepared in advance of this Grant Agreement by the Grantee at the expense of the Grantee. ADEQ and the U.S. Environmental Protection Agency shall have full and complete rights to reproduce, duplicate, disclose, perform and otherwise use all information prepared under this Grant Agreement, except for copyrighted material as provided in 6.1.2 of this Grant Agreement. The Grantee shall have full and complete rights to reproduce, duplicate, disclose, perform and otherwise use all information prepared under this Grant Agreement.
- 3.14 ***Equipment.*** Equipment purchased in whole or in part with grant funds should be itemized. Equipment that is purchased with grant funds may remain with the Grantee upon completion of the project unless the Department determines in writing that it is in the best interest of the State for the equipment to be returned to Department.
- 3.15 ***Small, Women/Minority Owned Business Utilization.*** Grantees are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of deliverables made under this and subsequent agreements. Grantees who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority owned business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of agreement utilization and how this effort will be administered and managed, including reporting requirements.
- 3.16 ***Operation and Maintenance.*** Any management practices (nonpoint source pollution control measures, remediation, etc.) implemented for the project must be properly operated and maintained for the intended purposes or as defined in the special conditions of the Grant Agreement. Operation includes the administration, management, and performance of non-maintenance actions needed to keep the completed practices safe and functioning as intended. Maintenance includes work to prevent deterioration of the practice, repairing damage, or replacement of the practice to its original condition if one or more components fail.
- 3.17 ***Offshore performance of Work Prohibited.*** Due to security and identity protection concerns, all services under this Contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

3.18 ***Federal Immigration and Nationality Act.*** By entering into this agreement, the Grantee warrants compliance with the Federal Immigration of Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Grantee shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Office upon request. These warranties shall remain in effect through the term of the agreement. The Grantee 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 agreement.

4.0 **Grant Funding**

4.1 ***Use of Grant Funds.*** Awarded grant funds shall be used solely for eligible purposes as approved by the Department. Line item funding is considered estimates of costs, however, the total project cost is considered exact and shall not be exceeded by the Grantee unless otherwise amended.

4.2 ***Payment Processes.*** The Department's payments for Grantees' contractors (excluding overhead) is limited to a maximum daily rate of \$513.60 and a maximum hourly rate of \$64.20. This amount does not include transportation and subsistence costs, in accordance with normal travel reimbursement practices. Grantees may pay consultants more than this amount, but the excess amount may not be paid with grant funds.

4.3 ***Funding Disbursement.***

4.3.1 Transferred grant funds shall be deposited by the Grantee in a separate project account carrying the name and number of the project and the funds shall be expended from the account only as authorized under the terms of this Grant Agreement.

4.3.2 All matching fund contributions or expenditures must occur within the effective dates of the Grant Agreement.

4.3.3 All requests for reimbursement shall be accompanied by reasonable assurance (documentation, receipts, invoices, etc.) that the goods and services for which payment is requested were actually received and performed. The Department has the right to disallow contributions determined inappropriate or unreasonable.

4.3.4 Payments will be made upon approval by the Department.

4.4 ***Applicable Taxes.***

4.4.1 The Department shall reimburse only the rate and/or amount of taxes identified in the grant application and included in the costs within the approved budget or in any resulting Grant Agreement.

4.4.2 The Department is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the Grantee to

remit. Failure to collect taxes from the buyer does not relieve the seller from the obligation to remit taxes.

4.4.3 Grantee and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Grantee. The Grantee shall require all subcontractors to hold the Department harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.4.4 In order to receive payment under any resulting Grant Agreement, the Grantee shall have a current IRS-W9 Form on file with the Department.

4.5 ***Non-Availability of Funds.*** Every payment obligation of the Department under this Grant Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not appropriated, allocated, or available for the continuance of this Grant Agreement, this Grant Agreement may be terminated by the Department at the end of the period for which funds are available. No liability shall accrue to the Department in the event this provision is exercised, and the Department shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

5.0 **Grant Agreement Changes**

5.1 ***Grant Agreement Amendments.*** The Grant Agreement shall be modified only through a Grant Agreement Amendment. Unauthorized changes to this Grant Agreement shall be void and without effect, and the Grantee shall not be entitled to any claim under this Grant Agreement based on those changes.

5.2 ***Subcontracts.*** The Grantee shall not enter into any Subcontract under this Grant Agreement without consideration for impact on the project. Grantee shall report any Subcontract awards or changes as part of that calendar quarter's narrative report (see 3.4, Reports). The Subcontract shall incorporate by reference the terms and conditions of this Grant Agreement.

5.3 ***Competition.*** Pursuant to 40 CFR 31.36, the Grantee shall conduct all procurement transactions in a way that provides open and free competition. Purchases for projects must be made on a competitive basis to ensure that fair and reasonable prices are obtained for goods and services. Grantee shall document cost or price analysis in connection with every procurement action regardless of amount.

5.4 ***Assignment and Delegation.*** The Grantee shall not assign any right nor delegate any duty under this Grant Agreement without the prior written consent of the Department. The State shall not unreasonably withhold consent. Both parties agree that it is reasonable to withhold consent where the Department determines that an assignment or delegation would not be advantageous to the State of Arizona or would be contrary to the purposes of the Water Quality Improvement Grant Program.

6.0 **Indemnification and Insurance**

- 6.1 ***Indemnification Clause.*** The parties agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the grantee for the vicarious liability of the State as a result of entering into this agreement. However, the parties further agree that the State of Arizona, its departments, agencies, boards, and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

This indemnity shall not apply if the Grantee or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

The United States Federal Government, acting as a Grantee, does not have the authority to indemnify and hold harmless the State of Arizona from any and all claims, liabilities, losses damages, charges, etc. The State of Arizona does not have the authority to indemnify and hold harmless the United States Federal Government from any and all claims, liability, losses, damages, charges, etc. The State of Arizona will be responsible for errors, omission and negligence of its employees. The United States Federal Government will be responsible for the errors, omission and negligence of its employees to the extent provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671-2680, as amended by P.L. 89-506, 80-Stat.306].

- 6.1.1 ***No Obligation in Excess of Appropriations.*** Nothing in this Grant Agreement shall be construed as obligating the Department in the expenditure of funds or as involving the Department in any contract or other obligation of the future payment of money in excess of appropriations authorized by law and budgeted and approved by the Department.
- 6.1.2 ***Patent and Copyright.*** The Grantee shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Grant Agreement performance or use by the State of materials furnished or work performed under this Grant Agreement. The State shall reasonably notify the Grantee of any claim for which it may be liable under this paragraph. The United States Federal Government does not have the authority to indemnify and hold harmless the State of Arizona.
- 6.1.3 ***Third Party Antitrust Violations.*** The Grantee assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Grantee, toward fulfillment of this Grant Agreement.

6.2 **Insurance Requirements.** The Grantee and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under his Grant Agreement, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Grantee, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Grant Agreement and in no way limit the indemnity covenants contained in this Grant Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Grantee from liabilities that might arise out of the performance of the work under this Grant Agreement by the Grantee, its agents, representatives, employees or subcontractors, and the Grantee is free to purchase additional insurance. Agencies of the United States Federal Government are self-insured, and shall submit a certificate of self-insurance (see 6.2.8.)

6.2.1 The Grantee shall provide coverage with limits of liability not less than those stated below.

6.2.1.1 **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written & Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional insured language:
“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor.”

Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

6.2.1.2 **Worker's Compensation and Employers' Liability**

Workers' Compensation	
Employers' Liability	Statutory
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

This requirement shall not apply to: Separately, each Grantee or subcontractors exempt under A.R.S. § 23-901, and when such Grantee or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

6.2.2 The policies shall include, or be endorsed to include, the following provisions:

- The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Grantee, even if those limits of liability are in excess of those required by this Grant Agreement.
- The Grantee's insurance coverage shall be primary insurance with respect to all other available sources.
- Coverage provided by the Grantee shall not be limited to the liability assumed under the indemnification provisions of this Grant Agreement.

6.2.3 **Notice of Cancellation.** Each insurance policy required by the insurance provisions of this Grant Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Department. Such notice shall be sent directly to the Department and shall be sent by certified mail, return receipt requested.

6.2.4 **Acceptability of Insurers.** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Grantee from potential insurer insolvency.

6.2.5 **Verification of Coverage.** The Grantee shall furnish the Department with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Grant Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the Department before work commences. Each insurance policy required by this Grant Agreement must be in effect at or prior to commencement of work under this Grant Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies

as required by this Grant Agreement, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Grant Agreement shall be sent directly to the Department. The ADEQ grant/project number and project description shall be noted on the certificate of insurance. The Department reserves the right to require complete, certified copies of all insurance policies required by this Grant Agreement at any time.

- 6.2.6 **Subcontractor.** Grantees' certificate(s) shall include all subcontractors as insured under its policies or Grantee shall furnish to the Department separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.
- 6.2.7 **Approval.** Any modification or variation from the *insurance requirements* in this Grant Agreement shall be made by the Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Grant Agreement amendment, but may be made by administrative action.
- 6.2.8 **Exceptions.** In the event the Grantee or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Grantee or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

7.0 **Warranties**

- 7.1 **Key Personnel.** It is essential that the Grantee provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Grant Agreement. The Grantee must assign specific individuals to the key positions. Once assigned to work under the Grant Agreement, Grantees shall not remove or replace key personnel without consideration for impact on the project.
- 7.2 **Compliance with Applicable Laws.** The materials and services supplied under this Grant Agreement shall comply with all applicable Federal, state and local laws. Grantee shall maintain and comply with all applicable licenses and permit requirements.
- 7.3 **Grantee's Representations and Warranties.** All representations and warranties made by the Grantee under this Grant Agreement and within the application shall survive the expiration or termination of the Grant Agreement.

If the Grantee is an agency of the federal government, it shall ensure the quality of workmanship on the project and that it will remain in good working order for the Useful Life of the improvement.

In addition, the parties acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, chapter 5.

8.0 **Department's Contractual Remedies**

8.1 ***Right to Assurance.*** If the Department in good faith has reason to believe that the Grantee does not intend to, or is unable to perform or continue performing under this Grant Agreement, the Department may demand in writing that the Grantee give a written assurance of intent to perform. Failure by the Grantee to provide written assurance within the number of days specified in the demand may, at the Department's option, be the basis for terminating the Grant Agreement.

8.2 ***Non-exclusive Remedies.*** The rights and the remedies of the State under this Grant Agreement are not exclusive.

9.0 **Grant Agreement Termination**

9.1 ***Conflict of Interest.*** The Grantee shall comply with standards of conduct pursuant to 40 CFR §1.36 to avoid conflict of interest. Recipients of federal funds may not ~~participate in the selection, award, or administration of a contract if real or apparent~~ conflict of interest would result.

9.2 ***Cancellation for Conflict of Interest.*** Pursuant to A.R.S. § 38-511, the State may cancel this Grant Agreement within 3 years after Grant Agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Grant Agreement on behalf of the State is or becomes at any time while the Grant Agreement or an extension of the Grant Agreement is in effect an employee of or a consultant to any other party to this Grant Agreement with respect to the subject matter of the Grant Agreement. The cancellation shall be effective when the Grantee receives written notice of the cancellation unless the notice specifies a later time. If the Grantee is a political subdivision of the State of Arizona, it may also cancel this Grant Agreement as provided in A.R.S. § 38-511.

9.3 ***Gratuities.*** The Department may, by written notice, terminate this Grant Agreement, in whole or in part, if the Department determines the Grantee or a representative of the Grantee offered employment or a Gratuity to any officer or employee of the State of Arizona for the purpose of receiving favorable treatment, including the making of any determination or decision, concerning this Grant Agreement. The Department, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Grantee.

9.4 ***Suspension or Debarment.*** The State may, by written notice to the Grantee, immediately terminate this Grant Agreement if the State determines that the Grantee has 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. Execution of a Grant Agreement shall attest that the Grantee is not currently suspended or debarred. If the Grantee becomes suspended or debarred, the Grantee shall immediately notify the Department.

9.5 ***Termination for Convenience.*** The Department reserves the right to terminate the Grant Agreement in whole or in part at any time, when in the best interests of the State

of Arizona without penalty or recourse. Upon receipt of written notice of termination, the Grantee shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Department. In the event of termination under this paragraph, all documents, data and reports prepared by the Grantee under the Grant Agreement shall become the property of and be delivered to the Department. The Grantee shall be entitled to receive reimbursement for work completed and materials accepted before notification of termination. The Department is under no obligation to continue reimbursement for any work activities undertaken after notification of termination.

- 9.6 ***Termination for Default.*** The Department reserves the right to terminate the Grant Agreement in whole or in part due to the failure of the Grantee to comply with any term or condition of the Grant Agreement or to acquire and maintain all required insurance policies, bonds, licenses and permits. The Department shall provide written notice of the termination and the reasons for it to the Grantee.
- 9.7 ***Continuation of Work Activities After Termination.*** Termination of this Grant Agreement does not prohibit the Grantee from independently continuing work on the project, but any such independent continuation is solely the responsibility of the Grantee.
- 9.8 ***Disputes.*** The parties to this Grant Agreement agree to resolve all disputes arising out of or relating to this Grant Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable state or federal statutes and law.

Terms and Conditions Relating to Subcontractors and Disadvantaged Business Enterprises (DBEs)

- The Grantee shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. Failure by the Grantee to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.
- In the event that grant funding is being used to compensate subcontractors for work related to the grant project, all subcontractors shall be paid no later than 30 days after the Grantee is reimbursed by ADEQ.
- ADEQ shall be notified in writing (within seven (7) days), if the Grantee terminates a Disadvantaged Business Enterprise (DBE) subcontractor for convenience or performance issues. The prime contractor shall provide ADEQ with written information regarding a replacement subcontractor or if the prime contractor will perform the work themselves. Furthermore, when a DBE subcontractor is terminated or fails to complete its work under the subcontract, ADEQ requires that the prime contractor make good faith efforts to hire DBEs if they choose to hire a new subcontractor.

Environmental Protection Agency (EPA) Solicitation Requirements

- **If subcontractors are to be used in the performance of this contract, prime contractors shall make a good faith effort to hire Disadvantaged Business Enterprises (DBE).**
- **Grantee shall provide written verification that they have hired or attempted to hire a DBE. Grantee shall provide the names of the DBE companies contacted and a point of contact.**

Attachment 3

Additional Reporting Requirements for Grantees

ADEQ is required to provide the EPA with detailed information on all Water Quality Improvement Grant projects with outcomes of reducing nitrogen, phosphorus, and/or sediment. Projects dealing with any of these parameters must complete the following form and return it to the appropriate ADEQ project manager. Please contact your ADEQ project manager if you have any questions about how to complete this form.

1. Nonpoint Source Functional Category

Please indicate which of the following types of nonpoint source pollution are being addressed by your project. You may choose multiple categories.

<input type="checkbox"/> 010 Corrective Action (other than BMP implementation)
<input type="checkbox"/> 011 BMP Design/Implementation
<input type="checkbox"/> 012 BMP Performance Assessment
<input type="checkbox"/> 013 Animal Manure/Litter Management Projects
<input type="checkbox"/> 014 Livestock Control Projects
<input type="checkbox"/> 016 Vegetation Management/Revegetation
<input type="checkbox"/> 017 Stream Bank Stabilization
<input type="checkbox"/> 018 Grade Stabilization
<input type="checkbox"/> 019 Sediment Control
<input type="checkbox"/> 020 Stormwater Discharge Design/Control
<input type="checkbox"/> 021 Erosion Control Projects
<input type="checkbox"/> 022 Acquisition of Wetland Resources
<input type="checkbox"/> 023 Wetland Restoration/Protection
<input type="checkbox"/> 024 Acquisition of Riparian Resources
<input type="checkbox"/> 025 Riparian Projects
<input type="checkbox"/> 026 Fisheries Projects
<input type="checkbox"/> 027 Other Restoration/Protection/Prevention
<input type="checkbox"/> Education/Information Programs
<input type="checkbox"/> 100 Statewide Education/Information Programs
<input type="checkbox"/> 600 Local (Specific Target) Education/Information Programs
<input type="checkbox"/> Technical Assistance
<input type="checkbox"/> 200 Technical Assistance to State/Local
<input type="checkbox"/> 201 Nonpoint Source Program Overall Coordination/Management
<input type="checkbox"/> 202 Nonpoint Source Project Staffing
<input type="checkbox"/> 230 Technology Transfer to State/Local Government
<input type="checkbox"/> 290 Other Technical Assistance Activity
<input type="checkbox"/> Regulatory/Enforcement
<input type="checkbox"/> 300 Certification Activities
<input type="checkbox"/> 310 Program Development Activities
<input type="checkbox"/> 320 Inspection Activities
<input type="checkbox"/> 330 Ordinance Development

<input type="checkbox"/> 340 Enforcement Activities
<input type="checkbox"/> Planning
<input type="checkbox"/> 401 Nutrient Management Planning
<input type="checkbox"/> 402 Watershed Modeling Planning
<input type="checkbox"/> 403 Stormwater Management Planning
<input type="checkbox"/> 404 Watershed Restoration Action Strategy (WRAS)/Watershed Planning
<input type="checkbox"/> 410 Geographic Information Systems
<input type="checkbox"/> 420 Develop/Revise Basin Plans
<input type="checkbox"/> 430 TMDLs
<input type="checkbox"/> 440 Nonstructural Planning (for new development)
<input type="checkbox"/> 450 Livestock Grazing System Planning
<input type="checkbox"/> 490 Other Planning
<input type="checkbox"/> Water Quality Assessment/Monitoring
<input type="checkbox"/> 501 Instream Flow Assessments
<input type="checkbox"/> 502 Assessments for Compliance with Water Quality Standards
<input type="checkbox"/> 503 Wetland Assessment/Monitoring
<input type="checkbox"/> 504 Riparian Assessment/Monitoring
<input type="checkbox"/> 505 TMDL Assessments
<input type="checkbox"/> 510 Water Quality Trend Assessment
<input type="checkbox"/> 520 Water Quality Problem Identification
<input type="checkbox"/> 590 Other Water Quality Assessment /Monitoring
<input type="checkbox"/> 600 BMP Effectiveness Monitoring
<input type="checkbox"/> 610 Biological Monitoring
<input type="checkbox"/> 620 Watershed Assessments
<input type="checkbox"/> 319(h) National Monitoring Project
<input type="checkbox"/> 800 319(h) National Monitoring Project
<input type="checkbox"/> Other Activities
<input type="checkbox"/> 910 Groundwater (all groundwater activities)
<input type="checkbox"/> 920 Antidegradation Activities and Analyses
<input type="checkbox"/> 930 Soil Analyses

2. Nonpoint Source Category of Pollution

- *Primary pollution categories are shown in bold, with the corresponding secondary pollution categories below them. Please indicate all primary and secondary categories of pollution that your project will address.*
- *On the same line as each primary pollution category selected, indicate the estimated percent of the total project area affected by that primary pollution category. **The total percentage for all selected primary pollution categories should equal 100%.***
- *Within each primary pollution category, indicate the estimated percent of each selected secondary pollution category. **Percentages for each set of secondary pollution categories should not equal greater than 100%, and may be less than 100% if not all secondary categories of pollution are known..***

Example: If your project is impacted by Agriculture and Animal Feeding Operations only, your table might look like this:

<input checked="" type="checkbox"/> 1000 - Agriculture 70 %
<input type="checkbox"/> 1100 - Non-irrigated crop production
<input type="checkbox"/> 1200 - Irrigated Crop Production
<input type="checkbox"/> 1300 - Specialty Crop Production (e.g. horticulture, citrus, nuts, fruits)
<input checked="" type="checkbox"/> 1350 - Grazing-Related Sources 10%
<input checked="" type="checkbox"/> 1400 - Pasture Grazing 90%
<input type="checkbox"/> 1500 - Range Grazing
<input type="checkbox"/> 1700 - Aquaculture
<input checked="" type="checkbox"/> 1600 - Animal Feeding Operations (NPS) 30%

<input type="checkbox"/> 1000 - Agriculture
<input type="checkbox"/> 1100 - Non-irrigated crop production
<input type="checkbox"/> 1200 - Irrigated Crop Production
<input type="checkbox"/> 1300 - Specialty Crop Production (e.g. horticulture, citrus, nuts, fruits)
<input type="checkbox"/> 1350 - Grazing-Related Sources
<input type="checkbox"/> 1400 - Pasture Grazing
<input type="checkbox"/> 1500 - Range Grazing
<input type="checkbox"/> 1700 - Aquaculture
<input type="checkbox"/> 1600 - Animal Feeding Operations (NPS)
<input type="checkbox"/> 2000 - Silviculture
<input type="checkbox"/> 2100 - Harvesting, Residue Management
<input type="checkbox"/> 2200 - Forest Management (e.g. pumped drainage, fertilization, pesticide application)
<input type="checkbox"/> 2300 - Logging Road Construction/Maintenance
<input type="checkbox"/> 2990 - Reforestation
<input type="checkbox"/> 3000 - Construction
<input type="checkbox"/> 3100 - Highways, Roads, Bridges
<input type="checkbox"/> 3200 - Land Development or Redevelopment
<input type="checkbox"/> 4000 - Urban Runoff/Stormwater
<input type="checkbox"/> 4190 - Municipal
<input type="checkbox"/> 4190 - Commercial
<input type="checkbox"/> 4192 - Residential (e.g. non-commercial automotive, pet waste, etc.)

<input type="checkbox"/> 4400 - Illicit Connections/Illegal Hook-ups
<input type="checkbox"/> 4450 - Dry Weather Flows
<input type="checkbox"/> 4500 - Highway/Road/Bridge Runoff
<input type="checkbox"/> 4600 - Post-Development Erosion and Sedimentation
<input type="checkbox"/> 8900 - Salt Storage Sites
<input type="checkbox"/> 5000 - Resource Extraction
<input type="checkbox"/> 5100 - Surface Mining
<input type="checkbox"/> 5200 - Subsurface Mining
<input type="checkbox"/> 5290 - Open Pit Mining
<input type="checkbox"/> 5300 - Placer Mining
<input type="checkbox"/> 5400 - Dredge Mining
<input type="checkbox"/> 5500 - Petroleum Activities
<input type="checkbox"/> 5600 - Mill Tailings
<input type="checkbox"/> 5700 - Mine Tailings
<input type="checkbox"/> 5800 - Abandoned Mine Drainage
<input type="checkbox"/> 5990 - Sand/Gravel Mining
<input type="checkbox"/> 6000 - Land Disposal/Storage/Treatment
<input type="checkbox"/> 6200 - Wastewater
<input type="checkbox"/> 6300 - Landfills
<input type="checkbox"/> 6350 - Inappropriate Waste Disposal
<input type="checkbox"/> 6400 - Industrial Land Management
<input type="checkbox"/> 6500 - On-Site/Decentralized Wastewater Treatment
<input type="checkbox"/> 6600 - Hazardous waste
<input type="checkbox"/> 6700 - Septage Disposal
<input type="checkbox"/> 8200 - Waste Storage/Storage Tank Leaks (above ground)
<input type="checkbox"/> 8250 - Leaking Underground Storage Tanks
<input type="checkbox"/> 7000 - Hydromodification
<input type="checkbox"/> 7100 - Channelization
<input type="checkbox"/> 7190 - Channel Erosion/Incision
<input type="checkbox"/> 7200 - Dredging
<input type="checkbox"/> 7300 - Dam Construction
<input type="checkbox"/> 7350 - Upstream Impoundment
<input type="checkbox"/> 7400 - Flow Regulations/Modification
<input type="checkbox"/> 7550 - Other Habitat Modification
<input type="checkbox"/> 7600 - Removal of Riparian Vegetation
<input type="checkbox"/> 7700 - Streambank or Shoreline Modification/Destabilization
<input type="checkbox"/> 7800 - Drainage/Filling of Wetlands
<input type="checkbox"/> 8920 - Groundwater Withdrawal
<input type="checkbox"/> 7900 - Marinas and Recreational Boating
<input type="checkbox"/> 7990 - Pumpouts
<input type="checkbox"/> 7991 - Sanitary On-Vessel Discharges
<input type="checkbox"/> 7992 - Other On-Vessel Discharges
<input type="checkbox"/> 7994 - Boat Construction
<input type="checkbox"/> 7995 - Boat Maintenance

<input type="checkbox"/> 7996 - Shoreline Erosion
<input type="checkbox"/> 7997 - Fueling
<input type="checkbox"/> 7998 - Dredging
<input type="checkbox"/> 8700 - Turf Management
<input type="checkbox"/> 8710 - Golf Courses
<input type="checkbox"/> 8790 - Yard Maintenance
<input type="checkbox"/> 8791 - Other Turf Management
<input type="checkbox"/> 8500 - Contaminated Sediments
<input type="checkbox"/> 8591 - Clean Sediments
<input type="checkbox"/> 8592 - Other Historical Pollutants
<input type="checkbox"/> 8000 - Other NPS Pollution
<input type="checkbox"/> 8050 - Erosion from Derelict Land
<input type="checkbox"/> 8100 - Atmospheric Deposition
<input type="checkbox"/> 8400 - Spills
<input type="checkbox"/> 8600 - Natural Sources
<input type="checkbox"/> 8700 - Recreational and Tourism Activities (non-boating)
<input type="checkbox"/> 8910 - Groundwater Loadings
<input type="checkbox"/> 8950 - Wildlife
<input type="checkbox"/> 9000 - Source Unknown

3. Waterbody Type

Please indicate the type of waterbody that will be affected by your project. You may pick multiple waterbody types.

<input type="checkbox"/> Coastal Marine
<input type="checkbox"/> Estuaries
<input type="checkbox"/> Great Lakes
<input type="checkbox"/> Groundwater
<input type="checkbox"/> Lakes
<input type="checkbox"/> Oceans
<input type="checkbox"/> Ponds
<input type="checkbox"/> Reservoirs
<input type="checkbox"/> Streams
<input type="checkbox"/> Tidal Wetlands
<input type="checkbox"/> Non-tidal Wetlands
<input type="checkbox"/> Other

4. County

Please indicate the county in which your project will take place.

<input type="checkbox"/> Apache
<input type="checkbox"/> Cochise
<input type="checkbox"/> Coconino
<input type="checkbox"/> Graham
<input type="checkbox"/> Greenlee
<input type="checkbox"/> La Paz
<input type="checkbox"/> Maricopa
<input type="checkbox"/> Mohave
<input type="checkbox"/> Navajo
<input type="checkbox"/> Pima
<input type="checkbox"/> Pinal
<input type="checkbox"/> Santa Cruz
<input type="checkbox"/> Yavapai
<input type="checkbox"/> Yuma

5. USGS HUC / Watersheds

Please indicate the 8-digit HUC in which your project will take place.

<input type="checkbox"/> 15070102 Agua Fria; state(s): AZ
<input type="checkbox"/> 15050305 Aguirre Valley; state(s): AZ
<input type="checkbox"/> 15040003 Animas Valley; state(s): AZ, NM
<input type="checkbox"/> 15060201 Big Chino-Williamson Valley; state(s): AZ
<input type="checkbox"/> 15030201 Big Sandy; state(s): AZ
<input type="checkbox"/> 15030204 Bill Williams; state(s): AZ, CA
<input type="checkbox"/> 15060101 Black; state(s): AZ
<input type="checkbox"/> 15030105 Bouse Wash; state(s): AZ, CA
<input type="checkbox"/> 15050304 Brawley Wash; state(s): AZ
<input type="checkbox"/> 15030202 Burro; state(s): AZ
<input type="checkbox"/> 15020015 Canyon Diablo; state(s): AZ
<input type="checkbox"/> 15060104 Carrizo; state(s): AZ
<input type="checkbox"/> 15020003 Carrizo Wash; state(s): AZ, NM
<input type="checkbox"/> 15070104 Centennial Wash; state(s): AZ
<input type="checkbox"/> 14080106 Chaco; state(s): AZ, NM
<input type="checkbox"/> 15020010 Chevelon Canyon; state(s): AZ
<input type="checkbox"/> 14080204 Chinle; state(s): AZ, NM, UT
<input type="checkbox"/> 15020012 Corn-Oraibi; state(s): AZ
<input type="checkbox"/> 15020011 Cottonwood Wash; state(s): AZ
<input type="checkbox"/> 15010014 Detrital Wash; state(s): AZ
<input type="checkbox"/> 15020017 Dinnebito Wash; state(s): AZ
<input type="checkbox"/> 15010009 Fort Pierce Wash; state(s): AZ, UT
<input type="checkbox"/> 15010002 Grand Canyon; state(s): AZ
<input type="checkbox"/> 15010006 Grand Wash; state(s): AZ, NV
<input type="checkbox"/> 15070103 Hassayampa; state(s): AZ
<input type="checkbox"/> 15010004 Havasu Canyon; state(s): AZ
<input type="checkbox"/> 15030101 Havasu-Mohave Lakes; state(s): AZ, CA, NV
<input type="checkbox"/> 15010007 Hualapai Wash; state(s): AZ
<input type="checkbox"/> 15030104 Imperial Reservoir; state(s): AZ, CA
<input type="checkbox"/> 15020014 Jadito Wash; state(s): AZ
<input type="checkbox"/> 15010003 Kanab; state(s): AZ, UT
<input type="checkbox"/> 15010005 Lake Mead; state(s): AZ, NV
<input type="checkbox"/> 15020009 Leroux Wash; state(s): AZ
<input type="checkbox"/> 15020001 Little Colorado Headwaters; state(s): AZ, NM
<input type="checkbox"/> 15030107 Lower Colorado; state(s): AZ, CA
<input type="checkbox"/> 15010001 Lower Colorado-Marble Canyon; state(s): AZ
<input type="checkbox"/> 15070201 Lower Gila; state(s): AZ
<input type="checkbox"/> 15070101 Lower Gila-Painted Rock Reservoir; state(s): AZ
<input type="checkbox"/> 14070006 Lower Lake Powell; state(s): AZ, UT
<input type="checkbox"/> 15020016 Lower Little Colorado; state(s): AZ
<input type="checkbox"/> 15020007 Lower Puerco; state(s): AZ
<input type="checkbox"/> 15060106 Lower Salt; state(s): AZ

<input type="checkbox"/> 14080205 Lower San Juan; state(s): AZ, UT
<input type="checkbox"/> 14080201 Lower San Juan-Four Corners; state(s): AZ, CO, NM, UT
<input type="checkbox"/> 15050203 Lower San Pedro; state(s): AZ
<input type="checkbox"/> 15050303 Lower Santa Cruz; state(s): AZ
<input type="checkbox"/> 15060203 Lower Verde; state(s): AZ
<input type="checkbox"/> 15010010 Lower Virgin; state(s): AZ, NV, UT
<input type="checkbox"/> 15050100 Middle Gila; state(s): AZ
<input type="checkbox"/> 15020008 Middle Little Colorado; state(s): AZ
<input type="checkbox"/> 14080105 Middle San Juan; state(s): AZ, CO, NM
<input type="checkbox"/> 15020018 Moenkopi Wash; state(s): AZ
<input type="checkbox"/> 14070007 Paria; state(s): AZ, UT
<input type="checkbox"/> 15020013 Polacca Wash; state(s): AZ
<input type="checkbox"/> 15050302 Rillito; state(s): AZ
<input type="checkbox"/> 15080200 Rio De La Concepcion; state(s): AZ
<input type="checkbox"/> 15080102 Rio Sonoyta; state(s): AZ
<input type="checkbox"/> 15030103 Sacramento Wash; state(s): AZ, CA
<input type="checkbox"/> 15080302 San Bernardino Valley; state(s): AZ, NM
<input type="checkbox"/> 15040007 San Carlos; state(s): AZ
<input type="checkbox"/> 15070203 San Cristobal Wash; state(s): AZ
<input type="checkbox"/> 15040004 San Francisco; state(s): AZ, NM
<input type="checkbox"/> 15040006 San Simon; state(s): AZ, NM
<input type="checkbox"/> 15080101 San Simon Wash; state(s): AZ
<input type="checkbox"/> 15030203 Santa Maria; state(s): AZ
<input type="checkbox"/> 15050306 Santa Rosa Wash; state(s): AZ
<input type="checkbox"/> 15020005 Silver; state(s): AZ
<input type="checkbox"/> 15070202 Tenmile Wash; state(s): AZ
<input type="checkbox"/> 15060105 Tonto; state(s): AZ
<input type="checkbox"/> 15080103 Tule Desert; state(s): AZ
<input type="checkbox"/> 15030106 Tyson Wash; state(s): AZ, CA
<input type="checkbox"/> 15040002 Upper Gila-Mangas; state(s): AZ, NM
<input type="checkbox"/> 15040005 Upper Gila-San Carlos Reservoir; state(s): AZ
<input type="checkbox"/> 15020002 Upper Little Colorado; state(s): AZ, NM
<input type="checkbox"/> 15020006 Upper Puerco; state(s): AZ, NM
<input type="checkbox"/> 15060103 Upper Salt; state(s): AZ
<input type="checkbox"/> 15050202 Upper San Pedro; state(s): AZ
<input type="checkbox"/> 15050301 Upper Santa Cruz; state(s): AZ
<input type="checkbox"/> 15060202 Upper Verde; state(s): AZ
<input type="checkbox"/> 15060102 White; state(s): AZ
<input type="checkbox"/> 15080301 Whitewater Draw; state(s): AZ
<input type="checkbox"/> 15050201 Willcox Playa; state(s): AZ
<input type="checkbox"/> 15030108 Yuma Desert; state(s): AZ
<input type="checkbox"/> 15020004 Zuni; state(s): AZ, NM

6. Contractors/Sub-grantees

- Amount of grant award allocated to subcontractors: \$
- Names of all subcontractors and associated amounts allocated

Subcontractor name	Allocated funding amount
	\$
	\$
	\$
	\$
	\$

7. BMP Costs

List each BMP to be implemented, and its associated costs

BMP (description and number implemented)	Associated cost
	\$
	\$
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8. Load Reduction Reporting

All projects with outcomes of reducing nitrogen, phosphorus, and/or sediment must report load reductions to ADEQ on a yearly basis once management methods have been implemented. Load reductions can be calculated directly via monitoring practices, or estimated using a load reduction estimate tool such as the Spreadsheet Tool for the Estimation of Pollutant Load (STEPL).

Developed by TetraTech for the EPA, STEPL calculates the amount of nitrogen, phosphorus, and sediment that are generated from a watershed given different land uses, activities, precipitation, and soils within the watershed. One can then calculate load reductions for each of these parameters based on different management measures. Because this tool can be applied to the entire nation, it may not be as site-specific as other tools, but it can be a good place to begin for a watershed.

You will be provided with a CD containing the STEPL program and User Guide for use in calculating load reductions. You will work with your ADEQ Project Manager to determine due dates for load reduction data submissions. If you have any questions about the STEPL program, you may contact your Project Manager for assistance. Arizona NEMO (www.arizonanemo.org) can also provide you with technical assistance in the estimation of load reductions.

ADEQ

Quarterly Report/Budget Report

July-September

Narrative Progress Report

The Gila Box Conservation Area Livestock Deterrent Fence has been a collaborative effort on behalf of the Noland Ranch, AZDEQ, AZG&F and the BLM. All applicable permits & clearances were met by Noland Ranch and the BLM in preparation for this fence reconstruction. Fence material and labor was purchased and contracted through Jr's Fencing of Morenci, Az. The AZG&F department obligated matching funds for this project from funds dedicated to wildlife protection. This funding provided for the purchase of materials in the amount of \$22,200. When we first wrote this grant this amount was sufficient for all of the material but has since become inadequate due to the rise in price of almost everything. The remainder of the material was purchased by the Noland Ranch and was added to the project as matching funds for the amount of \$13,729.23. AZDEQ has supplied the majority cost of labor at \$15,000 per mile, while the Noland Ranch supplied \$2,000 per mile in matching funds.

Hauling and packing of the material began in early August, most of which was delivered to the site by mule & horse. Construction of the fence commenced on August 19, 2008 and was accomplished in three phases or campsites. Oversight on all aspects of the project was administered by Noland Ranch managers. The fence line was completed October 8, and passed BLM inspection October 14.

Gila & Eagle watershed meetings as well as BLM permittee meetings were used to communicate our plan and actions to the public.

The biggest problems faced by this project were the inaccessibility and remoteness of the location. Everything was delivered and inspected by horseback with limited access by 4-wheeler or off-road vehicle. The contracting company was not deterred, bringing more pack animals than what was initially planned, and completing the fence in less time than originally thought.

Monitoring Reports

Having completed the deterrent fence the Noland Ranch now has the complete control of the movement of livestock from Turtle Mountain into the Gila & Bonita River's. With the exclusion of livestock drifting from Turtle, the river bottoms have and will continue to benefit from the diminished presence of cattle.

A forage production analysis of perennial grasses has been performed by the Noland Ranch throughout the Gila & Bonita riparian corridors prior to completion of this project. Several more forage & utilization monitoring trend plots will be implemented in the spring and summer of 2009. This forage and utilization data will be used in conjunction with the parameters measured by the BLM & the University of AZ: Water Temperature,

pH, conductivity, dissolved oxygen, turbidity, T. Coli form/E. coli, stream morphology, tree density, tree stem/diameter, shrub % cover, foliage height and ground cover.

Since the completion of this project these have been and will continue to be an immeasurable amount of good derived from the effects of this collaborative effort.

Education Evaluations

Feedback received from participants involved in this project has been very supportive. Beginning with the AZG&F, we have received great support in our efforts to remove livestock from the affected area. Bighorn Sheep is a high priority for the Game & Fish and this species is probably the most greatly benefited by this project. It has been expressed widely by many AZG&F officials the benefits this fence will have on the immediate population of Bighorn Sheep as well as the countless number of species, some endangered that inhabit the Conservation area.

The BLM has been another very involved participant in this project and have also been very supportive in our efforts to restrict livestock from The Gila Box Riparian National Conservation Area (RNCA). Noland Ranch also works jointly with the BLM in an effort to restrict cattle from entering the Gila from another BLM allotment, by means of a water gap across Eagle Creek at the confluence of the Gila River.

The feedback is telling us that the state & federal officials approve and support our efforts of protecting rivers & streams. From now on we will be more effective as ranch owners & caretakers of the land. We are more aware than before of water quality issues and their causes. Noland Ranch now knows how to create & implement a project to solve any potential or existing water problems. I feel us as ranchers are leading as an example to others who should be more aware of their water problems.

Public Involvement

During the project period Noland Ranch was able to involve the community on several occasions. We attended and participated in the Upper Eagle Creek, Gila Watershed meetings, and BLM, FS permittee meetings. At these meetings we presented by way of Power Point the concerns and solutions we had for the current water conditions. We educated the public about nonpoint pollutant sources and the likely causes. Grazing plans, alternate water sources, and fencing were some ways we expressed would help them to improve management of their ranches. During this implementation we encountered ranchers with concern about working in conjunction with government agencies to protect wildlife and water quality. What evolved were ranchers having a better understanding for the ADEQ and similar government agencies. They understood that ADEQ and similar agencies were not the enemy and much could be accomplished through partnership. Keeping water quality issues at hand in everyday practices will maintain a higher level of commitment. Communicating these practices to others will keep the community active.

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Request for Reimbursement



Arizona Department of Environmental Quality
1110 W. Washington Street, MD5415A-1
Phoenix, AZ 85007

Grant Recipient: Dustin & Crystal Noland

Grant Recipient Address: PO Box 1092 Morenci, AZ 85540

Quarterly Report Final Report Other

ADEQ Grant Award #~~08-0025~~ 10-008 *EN*

Project Title: The Gila River Box Conservation Area
Livestock Deterrent Fence

Time Period: From October To December

Please include copies of equipment purchases, time sheets and other accounting documents if applicable.

Identify Completed Tasks

Completed 7.4 miles of fence to deter livestock from the Gila river and Bonita Creek.

Total Reimbursement Request for time period

Grant Amount = \$ 11,400.00

Match Amount = \$ 0.00

Total Amount = \$ 11,400.00

Grantee's Certification:

I certify that this report and supporting documentation has been examined by me, and to the best of my knowledge and belief, the reported expenditures are valid, based upon our official accounting records (books of account) and are consistent with the terms of the Grant Agreement.

It is also understood that no Federal Government funds and/or Federal in-kind services have been used to meet the requirements of match funds shown above.

Crystal Noland *12/1/08*
Authorized Signature / Date

ADEQ Project Manager Certification:

Performance satisfactory for payment.
 No payment due.

Comments:

[Signature] *12/12/08*
Project Manager Signature / Date