



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: 07/25/2023

* = Mandatory, information must be provided

or Procurement Director Award: ☐

***Contractor/Vendor Name/Grantor (DBA):**

Arizona Game and Fish Department

***Project Title/Description:**

Tucson-Avra Valley Connectivity Project

***Purpose:**

Pima County will accept \$261,744.06 in federal funds from the pass-through entity, Arizona Game and Fish Department (AZGFD) to supplement acquisition of up to 17.93 acres of privately owned property to conserve open space and protect an important wildlife movement corridor. These acres are located on the west side of Tucson Mountain Park (east of N Sandario Rd. and north of W Sinagua Rd) lying within the County's Conservation Lands System and designated as Important Riparian Areas, Multiple Use Management Areas, and are part of a Critical Landscape Connection.

***Procurement Method:**

Not applicable

***Program Goals/Predicted Outcomes:**

Pima County will leverage federal grant funding to supplement acquisition of up to 17.93 acres of conservation land for open space purposes.

***Public Benefit:**

Pima County will be able to leverage federal grant funds to supplement acquisition of up to 17.93 acres of open space and conservation land to protect a key wildlife corridor linking the Tucson Mountains to the Avra Valley and the Ironwood Forest National Monument which advances the biological goal of the County's Sonoran Desert Conservation Plan.

***Metrics Available to Measure Performance:**

Pima County will submit annual performance reports and a final performance report to the AZGFD to document compliance with terms of this grant.

***Retroactive:**

No. No costs will be incurred under the grant unless and until approved by the Board.

6 NCI approved
7/7/23

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
 Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount \$ _____ ☐ Revenue Amount: \$ _____

***Funding Source(s) required:** _____

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☐ No
 If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☐ No
 If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
 Amendment No.: _____ AMS Version No.: _____
 Commencement Date: _____ New Termination Date: _____
 Prior Contract No. (Synergen/CMS): _____

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____

Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

***Funding Source(s) required:** _____

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) ☒ Award ☐ Amendment

Document Type: GTAW Department Code: SUS Grant Number (i.e., 15-123): 23*136
 Commencement Date: 02/01/2023 Termination Date: 12/31/2024 Amendment Number: _____
☒ Match Amount: \$ 93,720.89 ☒ Revenue Amount: \$ 261,744.06

***All Funding Source(s) required:** CPR.OSAD23 – General Fund PAYGO and U.S. Fish and Wildlife Service Habitat Conservation Plan Land Acquisition Grants Program funds passed through Arizona Game and Fish Department

***Match funding from General Fund?** ☒ Yes ☐ No If Yes \$ 93,720.89 % 100

***Match funding from other sources?** ☐ Yes ☒ No If Yes \$ _____ % _____

***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**
Funding is being passed through the Arizona Game and Fish Department

Contact: Ian Murray

Department: SUS

Telephone: 724-9489

Department Director Signature: _____

Date: 7/5/2023

Deputy County Administrator Signature: _____

Date: 7/7/2023

County Administrator Signature: _____

Date: 7/7/2023



Sustainability, Conservation
& Historic Preservation

MEMORANDUM

Date: July 5, 2023

To: Pima County Clerk of the Board

From: Ian Murray *Im*
Environmental Planning Manager
Sustainability and Conservation

Re: Tucson-Avra Valley Connectivity Project BOSAIR to precede Redstone Acquisition Agreement on agenda

The Board will be considering two BOSAIRs during their July 25, 2023 meeting. The Tucson-Avra Valley Connectivity Project is an intergovernmental subrecipient agreement with the Arizona Game and Fish Department that if approved will allow Pima County to supplement open space acquisition using federal pass through funds. The BOSAIR for this agreement should appear on the agenda before that of the Joanna Redstone Acquisition Agreement (Acq-1181) BOSAIR that RPS will be submitting for the Board's consideration.

Pima County Office of Sustainability and Conservation
Project: Tucson-Avra Valley Connectivity Project
Subrecipient name and address: Pima County
Amount: \$261,744.06
GTAW No.: GTA-W-SUS-23-136

Subrecipient Unique Entity Identifier (UEI):	JBMBVGUK5LF1	SAM expiration date (if applicable):	1/17/2024
Federal Award Identification Number (FAIN)	F23AP00866-00	Federal award date	02/01/2023
Subaward term/ period of performance start and end date	2/1/2023-12/31/2024	Sub-award budget period start and end date	2/1/2023-12/31/2024
Amount of federal funds obligated by this action by the pass-through entity to the subrecipient (amount of this agreement or amendment)			\$261,744.06
Total amount of federal funds obligated to the subrecipient by the pass-through entity including the current financial obligation (amount of this agreement, plus any amendments, including this amendment)			\$261,744.06
Total amount of the federal award committed to the subrecipient by the pass-through entity (original amount of this agreement, plus any amendments and any future budget periods, if applicable)			\$261,744.06
Federal award project description (descriptive project title)		This program was designed to reduce conflicts between species and habitat conservation and competing land uses on land associated with approved HCPs. The Service provides matching grants to conserve species habitat that complements, but does not replace, the mitigation, minimization, and/or monitoring commitments of the HCP.	
Funding agency		DOI-US Fish and Wildlife Service	
Pass-through entity (primary recipient)		Arizona Game and Fish Department	
Pass-through entity (secondary recipient, if applicable)		N/A	
Assistance listing number and title (applies to 100% of this sub-award, including all disbursements)		15.615	
Is this subaward for research and development?			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Subrecipient indirect cost rate and methodology	<input type="checkbox"/> Negotiated Indirect Cost Rate Agreement	<input type="checkbox"/> De minimis rate	<input checked="" type="checkbox"/> No Indirect
Required match	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Match amount	\$93,720.89

FEDERAL FINANCIAL ASSISTANCE SUBRECIPIENT AGREEMENT

1. Parties, Background and Purpose.

- 1.1. Parties. This Intergovernmental Subrecipient Agreement ("Agreement") is between the State of Arizona by and through the Arizona Game and Fish Department ("Department" or "AZGFD"), an agency of the State of Arizona, and Pima County ("Subrecipient" or "County"), a body politic and corporate of the State of Arizona (collectively, "Parties"). In the Agreement, the United State Fish and Wildlife Service is referred to as the "USFWS" or "Funding Agency."
- 1.2. Authority. The Department has authority to execute this Agreement pursuant to 16 U.S.C. § 1535. County and AZGFD may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, *et seq.* County is authorized by BOS Policy 29.4 to accept grant awards and by A.R.S. §§ 11-254.04, 11-251 (5) and 11-251 (17), to spend public monies to improve and enhance the economic welfare and health of the inhabitants of the County.
- 1.3. Background and Purpose. Pima County worked with the Arizona Game and Fish Department to apply for and receive a FY2022 USFWS Cooperative Endangered Species Conservation Fund grant under the Habitat Conservation Plan (HCP) Land Acquisition Grants Program, funding opportunity number F22AS00146. The purpose of this grant is to acquire in fee simple interest real property to conserve habitat and maintain connectivity for the benefit of wildlife, including several species targeted in Pima County's Multi-species Conservation Plan: Cactus Ferruginous Pygmy-owl, Tucson shovel-nosed snake, Western Yellow-billed cuckoo, and Sonoran desert tortoise. Only State agencies that have entered into a cooperative agreement pursuant to Section 6(c) of the ESA and have provided the information necessary for the annual renewal (reconfirmation) of their cooperative agreement are eligible to apply for funding. While funding is awarded to states, counties or conservation organizations may receive funding as a subrecipient from a state agency that has a cooperative agreement on conservation efforts.

2. Term.

- 2.1. The term of this Agreement commences upon both Parties signing this agreement and will terminate (1) when the funds have been fully expended, (2) the USFWS accepts the final financial, performance and property reports and (3) AZGFD completes closeout of the project.
- 2.2. The term of this Agreement may be modified, amended, altered, or extended only by a written amendment signed by the Parties.
- 2.3. Notwithstanding paragraphs 2.1 and 2.2 above, the applicable terms and conditions of this Agreement will survive and remain in effect during any period that Subrecipient has control over program income or holds title to the real property purchased with pass-through funding.

3. Use of Funds. Subrecipient understands and agrees that the funds disbursed under this

Agreement may only be used in compliance with the requirements outlined in the DOI-U.S. Fish and Wildlife Cooperative Endangered Species Conservation Fund: Habitat Conservation Plan (HCP) Land Acquisition Grants Program, Fiscal Year: 2022 F22AS00146. Subrecipient further agrees to adhere to the program requirements specified in the Notice of Award for Grant No. F23APO00866-00, incorporated herein by reference and attached hereto as Exhibit A.

4. **Cost Restrictions:** Subrecipient's use of funds is subject to 2 C.F.R. Part 200, Subpart E-Cost Principles. Subrecipient must utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
5. **Scope of Services.** Subrecipient will implement the services described in the attached **Exhibit B** (2 pages).
6. **Award Amount.** The total amount of grant award under the Agreement is \$261,744.06. The Subrecipient agrees to provide non-federal match of \$93,720.89 or 26 percent of the total project cost.
 - 6.1. Budget; Adjustment. AZGFD will reimburse Subrecipient according to the budget in **Exhibit C** (2 pages). At no time will AZGFD reimburse the County an amount that exceeds 74 percent of the total project cost as identified in the budget in Exhibit C.
 - 6.2. Timing of Invoices. Subrecipient will submit invoices to AZGFD upon close of escrow and after expenditure of funds to purchase subject parcels, including related acquisition costs. Invoices will be in the form set forth in **Exhibit D**, and in compliance with the terms set forth in **Exhibit C**.
7. **Conditions for the Purchase of Real Property.**
 - 7.1. The Parties shall receive final approval in writing from USFWS WSFR before purchase of the real property.
 - 7.2. Subrecipient shall submit a certified appraisal indicating the market value of the real property interest (fee simple title) to be acquired. The appraisal must not only conform to the current version of the Uniform Standards of Professional Appraisal Practice (USPAP), but also conform to the current version of the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA).
 - 7.3. Subrecipient shall submit a certified review of appraisal, which also shall conform to the current versions of USPAP and UASFLA.
 - 7.4. Subrecipient shall submit notification to the landowners of just compensation to the property to be acquired.
 - 7.5. Subrecipient shall submit surveys, maps, and legal descriptions for all real property acquired.
 - 7.6. Subrecipient shall submit Title Vesting Evidence, such as title insurance policy or a certificate from the Attorney General or other authorized State official, signifying that

title is vested in the real property interest that Subrecipient acquires.

- 7.7. Subrecipient shall submit a summary of the land costs which outlines the approved costs associated with this acquisition, deed, and settlement statement.
- 7.8. Subrecipient shall record the Federal interest in the real property acquired with the grant funds. Subrecipient will also include a covenant in the recording instrument that the property interest was acquired in whole or part with Federal assistance funds to assure nondiscrimination during the useful life of the project. The required covenant language is under the "Award Conditions" in the Notice of Award at Exhibit A.

8. Audit Requirements

8.1. Subrecipient will:

- 8.1.1. Comply with the applicable provisions of the Audit Requirements for Federal Awards in 2 CFR Part 200, Subpart F and 2 CFR Part 2400.
- 8.1.2. Establish and maintain a separate, identifiable accounting of all funds provided by AZGFD under this Agreement. The accounting must record all expenditures that are used to support invoices and requests for payment from AZGFD.
- 8.1.3. Maintain an accounting manual that describes its financial procedures in sufficient detail to ensure that its financial practices are easily understood.
- 8.1.4. Establish and maintain accounting records that identify the source and application of any funds not provided under this Agreement used to support these Agreement activities.
- 8.1.5. Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations. In accordance with A.R.S. § 35-214, the Parties will retain and will contractually require any sub-contractor to retain all data, books and other records ("Records") relating to this Agreement for a period of five years after completion of the Agreement. All Records shall be subject to inspection and audit by the AZGFD at reasonable times. Upon request, the Parties shall produce the original of any or all such Records. All real property records must be maintained for three years after disposition.
- 8.1.6. Upon written notice from AZGFD, provide a program-specific or financial audit. Such notice from AZGFD will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit.
- 8.1.7. Ensure that any audit conducted pursuant to this Agreement is performed by a qualified, independent accounting firm and submitted to AZGFD within six (6) months of completion of the audit required pursuant to this Section, unless a different time is specified by AZGFD. The audit submitted must include Subrecipient responses, if any, concerning any audit findings.
- 8.1.8. Cooperate fully with any state or federal audit or investigation in connection

with the grant funds and allow access to any information an investigator or auditor considers relevant to the investigation or audit.

8.1.9. Take all appropriate corrective action on all deficiencies identified in an audit.

8.2. Subrecipient status:

8.2.1. Subrecipient exceeds the single audit threshold in 2 C.F.R. Part 200. Subrecipient will comply with federal single audit requirements and provide AZGFD with a copy of the required audit document within twelve months following the end of Subrecipient's fiscal year.

9. **Monitoring, Reporting and Evaluation.**

9.1. AZGFD will monitor all activities and information sources in the management, fiscal, and services systems of Subrecipient and any subcontracted parties relating to performance of duties and obligations under this Agreement to ensure that Subrecipient is:

1. Making adequate and acceptable progress in the provision of services;

2. Maintaining adequate and acceptable systems to document services and expenditures; and

3. Using the funds provided pursuant to this Agreement effectively and efficiently to accomplish the purposes for which funds were made available.

9.2. Subrecipient shall cooperate in the monitoring and evaluation process by AZGFD and/or DOI. Subrecipient shall assist AZGFD in providing reports and documentation to DOI related to Subrecipient's performance.

9.3. Subrecipient shall provide interim financial, performance and property reports to allow AZGFD to submit reports to the USFWS by the applicable due dates. No later than 60 calendar days after the award period of performance end date, Subrecipient shall provide final financial, performance and property reports sufficient to satisfy AZGFD's reporting obligations to the USFWS.

10. **Disposal or Encumbrance of Real Property.** In accordance with federal regulations, in event of noncompliance by the Subrecipient, or in the event the acquired real property is no longer needed or can serve the purpose for which acquired, AZGFD and the County shall request disposition instructions from the USFWS. The County shall not dispose of or encumber its title or other interest in the property without AZGFD's approval. The interest in the property or monies may revert to the USFWS in the event of noncompliance, encumbrance, or disposal.

11. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.

12. **Arbitration.** In the event of any controversy, which may arise out of this Agreement, the

Parties agree to abide by arbitration if required by A.R.S. § 12-1518.

13. **Indemnification.** Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") for bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers. In the event of concurrent liability, the Parties shall have the right of contribution from one another in proportion to the respective liability of each Party.
14. **Records Retention.** In accordance with A.R.S. § 41-151.12 (Schedule GS 1018), all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be retained for six (6) years after completion of this Agreement. Upon request, a Party shall produce original of any and all such records.
15. **Laws and Regulations.**
 - 15.1. Compliance with Laws. The parties will comply with all applicable federal, state, and local laws, rules, regulations, standards, and Executive Orders.
 - 15.2. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Agreement. Any action relating to this Agreement must be filed and maintained in the appropriate court of the State of Arizona.
 - 15.3. No Obligation by Federal Government. The federal government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-federal entity, Subrecipient, or any other party pertaining to any other matter resulting from the Agreement.
 - 15.4. Compliance with Special Grant Terms and Conditions. Subrecipient will comply with the Special Federal Award Grant Terms and Conditions set forth in **Exhibit D** (2 pages) of this Agreement.
 - 15.5. Compliance with Federal Grant Regulations. Subrecipient acknowledges that federal financial assistance will be used to fund this Agreement. Subrecipient will comply with all applicable federal law, regulations, executive orders, federal funding agency policies, guidance, procedures, and directives.
 - 15.6. Byrd Anti-Lobbying Amendment. Subrecipient certifies that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an office or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352.
 - 15.7. Mandatory Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS). Subrecipient must disclose in a timely manner, in writing to the

DOI Office of Inspector General (OIG), all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity), the DOI, and OIG, all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent in writing to the awarding agency and to the DOI IG at the following addresses:

- 15.7.1. Online: The OIG webpage at
<https://doioig.gov/complaints/requests/contractor-recipient-resources>
(select "Contractor Disclosure");
- 15.7.2. By mail: U.S. Department of Interior, Office of the Inspector General, 1849 C Street NW, Washington, DC 20240.

15.8. Whistleblower Protection. An employee of Subrecipient or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

15.9. Program Fraud and False or Fraudulent Statements or Related Acts. The Subrecipient acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient's actions pertaining to this contract. Making false statements or claims in connection with this subaward is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

15.10. Non-Discrimination. Subrecipient will comply with all provisions and requirements of Arizona Executive Orders 2023-01 and 2009-09, which are hereby incorporated into this Agreement, including flow down of all provisions and requirements to any subcontractors. Subrecipient will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin and will comply with all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. Unless exempt under federal law, Subrecipient will comply with Titles VI and VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act; Section 504 of the Rehabilitation Act of 1973; and the Fair Labor Standards Act of 1938.

16. **Authority to Contract**. Neither party warrants to the other its legal authority to enter into this Agreement. If a court, at the request of a third person, should declare that either party lacks authority to enter into this Agreement, or any part of it, then the Agreement, or parts of it affected by such order, will be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.

17. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Agreement, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Agreement, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
18. **Cancellation for Conflict of Interest.** This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
19. **Termination.**
- 19.1. Without Cause. Either Party may terminate this Agreement at any time without cause by notifying the other Party, in writing, at least 30 days before the effective date of the termination.
- 19.2. With Cause. Either Party may terminate this Agreement at any time without advance notice and without further obligation to the other Party when either Party finds the other Party to be in default of any provision of this Agreement.
- 19.3. Non-Appropriation. Notwithstanding any other provision in this Agreement, either Party may terminate this Agreement if for any reason there are not sufficient appropriated and/or available monies for the purpose of maintaining public entity obligations under this Agreement. In the event of such termination, Parties will have no further obligation to one another, other than to pay for outstanding invoices.
20. **Notice.** Any notice required or permitted to be given under this Agreement must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County:

Linda Mayro, Director
Office of Sustainability and
Conservation
Public Works Building
201 N. Stone Ave., 6th Floor
Tucson, AZ 85701
Tel: (520) 724-6451

AZGFD:

Ty Gray, Director
Arizona Game and Fish Department
5000 W. Carefree Highway
Phoenix, AZ 85086
Tel: (623) 236-7283

21. **Severability.** Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.
22. **Worker's Compensation.** Each party will comply with the notice requirement of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.

23. **No Joint Venture.** It is not intended by this Agreement, and nothing contained in this Agreement will be construed, to create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between a party and the employees of the other party. Neither Party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.
24. **No Third-Party Beneficiaries.** Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
25. **Miscellaneous.** Nothing in this Agreement shall be construed as either limiting or extending the lawful jurisdiction of any Party hereto other than as expressly set forth here.
26. **Amendment.** The parties may modify, amend, alter or extend this Agreement only by a written amendment signed by the parties. Any amendments to the Agreement must be approved by the Parties and, where applicable, by the USFWS, before any services under the amendment commences.
27. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
28. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Agreement supersedes all prior or contemporaneous agreements and understandings, oral or written.
29. **Effective Date.** This Agreement will become effective when all parties have signed it. The effective date of the Agreement will be the date this Agreement is signed by the last party (as indicated by the date associated with that party's signature).

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PIMA COUNTY

Arizona Game and Fish Department

Adelita Grijalva, Chair Board of Supervisors

Ty Gray, Director

Date


Date

ATTEST

Clerk of the Board

Date

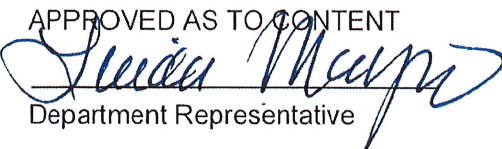
APPROVED AS TO FORM



Kyle Johnson, Deputy County Attorney

6/15/2023
Date

APPROVED AS TO CONTENT



Department Representative

7/5/2023
Date

Exhibit A (2 pages)
Scope of Services

Project Purpose

Pima County will undertake the activities as set forth in the project narrative which is summarized here.

Project Activities

General:

1. Arizona Game and Fish Department (AZGFD) will administer the grant funds.
2. Pima County will act as the subrecipient of grant funds. Pima County manages 250,000 acres of land for parks and wildlife, including lands which serve as mitigation for impacts under a habitat conservation plan approved by US Fish and Wildlife Service (USFWS). The following describes the responsibilities by agency within Pima County:
 - 2.1. Pima County is responsible for negotiating with landowners, and acquiring the properties to be conserved on behalf of Pima County Board of Supervisors. These properties include 4.14 acres of the Larsen tract, 5.38 acres of the Banda tract, and 8.41 acres of the Redstone tract. Pima County will oversee boundary survey and recording of documents. Title to the interest in these real properties will vest with the subrecipient.
 - 2.2. Pima County will be responsible for managing the conserved properties.
 - 2.3. Pima County will work with AZGFD to report on the grant's progress.
3. Pima County will provide cash for the acquisition.

Deliverables:

1. Pima County will submit annual interim financial reports to AZGFD in the manner and at the time requested to enable AZGFD to comply with its interim financial reporting requirement.
2. Pima County will submit annual interim performance reports to AZGFD in the manner and at the time requested to enable AZGFD to comply with its interim performance report requirements.
3. Pima County will liquidate all obligations incurred under this Agreement and will submit a final financial report to AZGFD in the manner and at the time requested to enable AZGFD to comply with its final reporting requirement.
4. Pima County will submit a final performance report to AZGFD within 90 days after the award period of performance end date, in the manner directed by AZGFD, to enable AZGFD to comply with its final performance report requirement.

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5. Pima County will notify AZGFD in writing as soon as it becomes aware of any problems, delays, or adverse conditions that will materially impair the ability to meet the objectives of this subaward. The statement must include a statement of any corrective action (2) taken or contemplated and any assistance needed to resolve the situation. Pima County will also notify AZGFD in writing as to any favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Exhibit B (2 pages)
Compensation

1. Compensation

AZGFD will reimburse Subrecipient's expenses in accordance with the budget set forth below. County will submit a Summary of Land Costs report following the acquisition of any parcel, following the Acquisition Approval procedures set forth below. County will only bill direct costs of this program to this agreement.

2. Budget Period (02/01/2023 – 12/31/2024)

Land acquisition budget and funds requested for Pima County Tucson-Avra Valley Connectivity Project HCP grant proposal.

Element	How estimate calculated	Acres	Unit cost	Total value
Acquisitions	Cost of property 6	8.54	\$14,637	\$125,000
	Cost of property 5 (high end)	5.39	\$17,000	\$92,000
	Cost of property 4 (estimate)	4.15	\$20,000	\$83,000
Land appraisal	Properties 4, 5, 6			\$18,000
Title report	Properties 4, 5, 6			\$3,600
Other closing costs	Properties 4, 5, 6			\$25,500
Survey cost	Properties 4, 5, 6			\$6,000
Pima County admin. Costs	Grant and contract mgt., grant reporting (program manager time)			\$2,364.95
AZGFD admin. costs	grant mgt, reporting			\$5,000
Grant Acq. Subtotal				\$360,464.95
Pima County Cash Contribution	26% of subtotal			\$93,720.89
FEDERAL GRANT REQUEST	74% of subtotal			\$266,744.06

3. Acquisition Approvals: Each acquisition must meet the conditions below and receive final approval

in writing before purchase by County and reimbursement by AZGFD:

3.1. Certified Appraisals: County will submit a certified appraisal indicating the market value of the real property interest to be acquired including in-kind match properties, if applicable. The appraisal must not only conform to the current version of the Uniform Standards of Professional Appraisal Practice (USPAP) but also to the current version of the Uniform Appraisal Standards for Federal Land Acquisition (UASFLA).

3.2. Certified Review of Appraisal: County will submit a certified review of the appraisal, which also conforms to the current versions of USPAP and UASFLA.

3.3. Landowner's Notification: County will submit the notification to the landowner of just compensation for the property to be acquired.

3.4. Subordination of Mortgage Agreement: If applicable, this agreement will specify that the real property interest of the conservation easement is senior, thus taking precedence over the mortgagor.

3.5. Surveys, etc.: County will submit surveys, maps and legal descriptions for all real property acquired including in-kind match properties.

4. Actions Required After Acquisition: County will provide all of the following information after real property has been acquired:

4.1. Title Vesting: County will submit Title Vesting Evidence, such as a title insurance policy or a certificate from the Attorney General or other authorized State official, signifying that title is vested in real property interest acquired by the grantee.

4.2. Summary of Land Costs: County will submit a summary of the land costs which outlines the approved costs associated with the acquisition, deed (or recorded instrument), and the settlement statement.

4.3. Recordation of Interest: County will provide assistance and information to assure that a Federal interest in the real property that is acquired pursuant to this Agreement is recorded. The County will also ensure that a covenant in the recording instrument acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

Exhibit C (2 pages)
Wildlife and Sport Fish Restoration Program
Summary of Land Costs

State :	
Grantee:	
Subgrantee (if applicable):	
County(ies):	
Grant No.:	
Grant Title:	
Grant Period:	

Grant Funding Approved	Federal		State / Third Party		Total
Estimated Costs	\$ -		\$ -		\$ -
Cost Share Percentage	#DIV/0!		#DIV/0!		#DIV/0!

Acquisition Name:	
Grantor:	
Date Acquired:	
Acreage:	
Appraised Value:	

Acquisition Costs (Actual)		Notes Re: Acquisition Costs	
Purchase Price	\$ -		
Appraisal Costs	\$ -		
Relocation Costs	\$ -		
Survey Costs	\$ -		
Closing Costs	\$ -		
Salaries, Per Diem and Associated Costs	\$ -		
In-Kind Match Value	\$ -		
Miscellaneous (including Lands Donated Value)	\$ -		

Instructions

TOTAL COST	\$ -
Total Federal Reimbursement (Stewardship Investment)*	\$ -
Excess Match**	\$ -

* If Total Cost < Total Grant Funding Estimate then fill out actual costs/reimbursement section below. If Total Cost = Total Grant Funding Estimate then same amount. If Total Cost >

** When Total Cost (actual) > Total Grant Funding Estimate then place difference here.

Total Grant Funding Estimate then place amount from E19 here.

Final Grant Costs	Federal		State / Third Party		Total
Cost Share Percentage	#DIV/0!		#DIV/0!		#DIV/0!
Actual Costs/Reimbursement					

Comments:

Exhibit D (2 pages)
Special Grant Terms and Conditions

1. Drug Free Workplace. Subrecipient will comply with the terms and conditions of 2 C.F.R. § 1401, Requirements to Maintain a Drug-Free Workplace, the terms and conditions of which are incorporated into this Agreement by reference.

2. Trafficking in Persons. Subrecipient will comply with the terms and conditions of 2 C.F.R. § 175.15, the Award Term for Trafficking in Persons, the terms of which are incorporated into this Agreement by reference.

3. Restrictions on Lobbying. Subrecipient may not use any funding received with respect to this Agreement or any federally appropriated funds or matching funds under a Federal award to pay any person for lobbying in connection with the award. Lobbying is influencing or attempting to influence an officer or employee of any U.S. agency, a Member of Congress of the U.S. Congress or an officer or employee of a Member of the U.S. Congress in connection with the award.

4. Prohibition on Members of Congress Making Contracts with Federal Government. Subrecipient warrants that no Member of Congress has or will benefit from this Agreement, as mandated by 41 U.S.C. § 6306.

5. National Policy Encouragements:

8.1. Executive Order 13043—Increasing Seat Belt Use in the United States. Subrecipient is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles and when in use in connection with this Agreement.

8.2. Executive Order 13513—Federal Leadership on Reducing Text Messaging While Driving. Subrecipient is encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in Section 3(a) of the Executive Order and in connection with this Agreement.

6. Environmental Regulations.

6.1. Federal Water Pollution Control Act

9.1.1. Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9.1.2. Subrecipient agrees to report each violation to AZGFD and understands that AZGFD will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

9.1.3. Subrecipient agrees to include these requirements in each subcontract exceeding its Simplified Acquisition Threshold or \$250,000, whichever is lower, financed in whole or in part with Federal assistance.

9.2. Clean Air Act

2.1.1. Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2.1.2. Subrecipient agrees to report each violation to AZGFD and understands and agrees that the AZGFD will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency.

2.1.3. Subrecipient agrees to include these requirements in each subcontract exceeding its Simplified Acquisition Threshold or \$250,000, whichever is lower, financed in whole or in part with Federal assistance.