



## BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

Award  Contract  Grant

Requested Board Meeting Date: February 21, 2023

\* = Mandatory, information must be provided

or Procurement Director Award:

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

Arizona Department of Forestry and Fire Management

**\*Project Title/Description:**

Healthy Forest Initiative, Protecting Tucson Estates & Tucson Mountain Park

**\*Purpose:**

Provide funding to eradicate buffelgrass around Tucson Mountain Park and Tucson Estates. Buffelgrass is an aggressive invasive species that threatens native plants and ecosystems and heightens the threat of wildfire as it burns hotter and spreads fire faster.

**\*Procurement Method:**

Not applicable.

**\*Program Goals/Predicted Outcomes:**

Mitigate the spread of buffelgrass through treatment of up to 100 acres in the community; revegetate treated areas; conduct post-treatment monitoring to assess efficacy and need for follow up treatment.

**\*Public Benefit:**

Buffelgrass is a highly invasive species that threatens native Sonoran vegetation. Buffelgrass threatens wildfire risk because it burns quickly and hotter, and spreads fire faster. Eliminating this weed preserves the natural environment and reduces the wildfire risk, which provides health, safety, and environmental benefits for Pima residents.

**\*Metrics Available to Measure Performance:**

Number of acres treated; treatment effectiveness.

**\*Retroactive:**

No.

GMI Approves  
AF 2/6/23

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: PR Grant Number (i.e., 15-123): 23\*018

Commencement Date: 02/21/2023 Termination Date: 12/31/2024 Amendment Number: \_\_\_\_\_

Match Amount: \$ 41,250 Revenue Amount: \$ 165,000

\*All Funding Source(s) required: Arizona Department of Forestry and Fire Management

\*Match funding from General Fund? Yes No If Yes \$ 29,270 % \_\_\_\_\_

\*Match funding from other sources? Yes No If Yes \$ 11,980 % \_\_\_\_\_

\*Funding Source: In-kind volunteer time.

\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?
No federal funds

Contact: Kelsey Landreville

Department: NRPR

Telephone: 724-5226

Department Director Signature: [Signature] Date: 1/30/2023
Deputy County Administrator Signature: [Signature] Date: 2/7/2023
County Administrator Signature: [Signature] Date: 2/7/2023

**Arizona Department of Forestry and Fire Management**  
**Grant Agreement No. HFI 22-309**  
**Healthy Forest Initiative Grant Program**

This grant agreement (“Agreement”) is entered into by and between the (“Grantee”) Arizona Department of Forestry and Fire Management (“State Forestry” or “State”) and (“Sub-grantee”), **Pima County (Natural Resources, Parks and Recreation) (UEI # WHN2YANV9W95)**, pursuant to authorities granted under Arizona Revised Statute 37-1302.

**I. PURPOSE OF AGREEMENT**

State Forestry is the recipient of funds provided by the State of Arizona for the purpose of hazardous vegetation mitigation projects within the State of Arizona.

The objective of this funding is to assist communities, which have been identified as having wildfire hazard potential, with fire prevention, critical infrastructure protection, and forest and watershed restoration. This agreement is a sub-award of these State funds.

**II. SCOPE OF WORK**

Compensation is contingent upon Sub-grantee fulfilling the Scope of Work and project commitments as identified in the Grant Application (Attachment A) and as amended by the approved Detailed Project Plan (Attachment B).

**III. PROGRAMMATIC CHANGES**

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

**IV. TERM OF AGREEMENT**

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

**V. COMPENSATION AND MATCHING INVESTMENT**

Grant funds may be utilized for up to **80%** of the total cost of this program. A contribution by the Sub-grantee for an additional **Cost Share Match of 20%** of the total cost of the program is required (including contributions of third parties). Support documentation outlining project costs including cost share match is required.

Compensation under this agreement shall be on a reimbursement basis, shall not exceed the total eligible costs of the project, and total compensation (State Forestry grant portion) **shall not exceed \$165,000.00**

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

**VI. ELIGIBLE COSTS**

Eligible costs must be incurred during the Term of the Agreement, conform with the General Provisions of this Grant Agreement (Attachment C) and all other provisions identified herein, and be submitted to State Forestry along with detailed supporting documentation. This is a reimbursable grant program for actual costs incurred on project work. Support documentation must show dates and amounts of all expenses (See Attachment D).

Reimbursement for purchase of Capital Equipment (equipment costing more than \$5,000 per unit price) is **NOT allowed** under this agreement. Capital Equipment may only be used as match with prior approval from State Forestry.

**VII. ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS**

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

**VIII. AUDIT REQUIREMENTS**

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

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

**IX. PROCUREMENT REQUIREMENTS**

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

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

**X. REPORTING REQUIREMENTS**

Sub-grantee shall monitor the performance of the grant activities to ensure that performance goals are being achieved. Sub-grantee shall provide detailed grant/project accomplishments in quarterly reports to State Forestry no later than 30 days after the end of each calendar quarter, or as requested by State Forestry. Quarterly performance reports shall follow the format identified in Attachment E or as may be revised by State Forestry. Reports (quarterly and final reporting) will contain information on the following: (1) A comparison of actual accomplishments to the goals established for the period and for the entire program or project, (2) Output of the project that can be readily expressed in numbers, such as acres of forest treatment, number of citizens served, or other similar

activities. A computation of cost per unit of output may be required where applicable, (3) Reason(s) for delay if established goals were not met. (4) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs. (5) Before and after pictures (required for final report and optional for quarterly reporting). (6) Mapping in the form of a pdf/paper map and matching shapefiles (if required for final reporting; see Section XI below).

Financial/Reimbursement requests may be submitted as often as monthly. Reimbursement requests shall follow the format as identified in Attachment E or as may be revised by State Forestry. Reimbursement requests submitted with documentation (grant share or match) that is older than 6 months will not be accepted without prior approval.

Cumulative match share must accrue proportionally with reimbursable costs. Each reimbursement request must have the minimum required match share included and documented (minimum cumulative match must reflect equal proportion to the cumulative total amount). It is allowed to document match over the required match share in each reimbursement request and to use this towards the total grant match requirement.

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

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

All accomplishment and financial reports shall be submitted to the State Forestry contact as identified below in Section XIII (PRINCIPLE CONTACTS).

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

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

**XI. MAPPING (CHECK ONE)        X   Required      \_\_\_\_\_ Not Required**

Project Center Coordinates (in Decimal Degrees):

Latitude (y-coordinates) 32.1863, Longitude (x-coordinates) -111.0602

Center coordinates are required for all projects, regardless of mapping requirements. If the project requires a mapping component, both a 1-page PDF map and matching GIS (Geographic Information System) polygon data are required prior to project start date and at the time of final accomplishment report submission. Data files (Shapefiles, File Geodatabase, or KML polygons) created using GIS applications, must be submitted showing treatment/project area(s) and their name(s) or parcel number(s). GIS acres must match projected and actual treatment acres.

## **XII. COMPLIANCE AND PERMITS**

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

## **XIII. PRINCIPAL CONTACTS**

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

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

### **Principal Sub-grantee Contact:**

Kelsey Landreville  
Restoration Program Manager  
Natural Resources Division  
Pima County Natural Resources, Parks and Recreation  
3500 W. River Rd  
Tucson, AZ 85741  
520-496-6799  
Kelsey.Landreville@pima.gov

### **Principal Arizona State Forestry Contact:**

Jessica LaPota  
Grants Program Specialist  
Arizona Department of Forestry and Fire Management  
1110 W Washington, Suite 500  
Phoenix, AZ 85007  
602-694-1139  
jlapota@dffm.az.gov

**XIV. NOTICES**

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

<u>STATE FORESTRY</u>	<u>SUB-GRANTEE</u>
<p><b>John Richardson</b> <b>Assistant State Forester for Forestry Programs</b> <b>Arizona Department of Forestry and Fire Management</b> <b>1110 West Washington, Suite 500</b> <b>Phoenix, AZ 85007</b> <b>602-771-1420</b> <b>jrichardson@dffm.az.gov</b></p>	<p><b>Adelita Grijalva</b> <b>Board Chair</b> <b>Pima County Board of Supervisors, District 5</b> <b>33 N. Stone Ave., 11<sup>th</sup> floor</b> <b>Tucson, AZ 85701</b> <b>520-724-8126</b> <b>District5@pima.gov</b></p>

**XV. AWARD CLOSEOUT**

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

**XVI. AUTHORITY**

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

**XVII. ATTACHMENTS**

The following Attachments are part of this Agreement:

- A. Project Application
- B. Detailed Project Plan
- C. General Provisions
- D. Documentation of Expenses
- E. Quarterly Report and Reimbursement Forms

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

<p><b><u>STATE FORESTRY</u></b></p> <p>Arizona Department of Forestry and Fire Management. 1110 West Washington, Suite 500 Phoenix, AZ 85007</p>	<p><b><u>ACCEPTED BY SUB-GRANTEE</u></b></p> <p>Pima County 33 N. Stone Ave., 11<sup>th</sup> floor Tucson, AZ 85701</p>
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

**Arizona State Forester**

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

**Assistant State Forester for  
Forestry Programs**

Date: \_\_\_\_\_

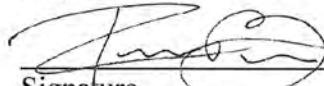
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

**Board Chair, District 5**

Date: \_\_\_\_\_

Approved as to form:

  
\_\_\_\_\_  
Signature

Rachelle Barr  
\_\_\_\_\_  
Print or Type Name

**Deputy County Attorney**

Date: 02/06/2023

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Melissa Manriquez  
**Clerk of the Board**

Date:



**ATTACHMENT A**

**Project Application  
(Cover Sheet)**

## Applications: [A12 Protecting Tucson Estates & Tucson Mountn Prk](#)

### Profile

ECOM\_dorothee.harmon@pima.gov

### Organization Name

A12 Pima County (Natural Resources, Parks & Recreation).

### 1. Application/Project Title (50 character max)

A12 Protecting Tucson Estates & Tucson Mountn Prk

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

7

### 3. Program/Project Legislative District (check all that apply)

20

### 4. Project Lead (250 character max)

Shawn Rose. Shawn is the Invasive Species Program Coordinator for Pima County's Natural Resources, Parks & Recreation Department. Before joining the County, Shawn was the lead botanist for an ecological monitoring company.

### 5. Acres to be Treated

100

### 6. Treatment Type

Hand and Chemical

### 7. Center Coordinates and PDF Map (0-10 points, 25 character max)

32.1863155, -111.0602014

### 8. Project Overview and Area Description (0-10 points, 500 character max)

This project will help mitigate the spread of buffelgrass, a highly invasive exotic species, into communities adjacent to Tucson Mountain Park in Pima County. Vegetation within the project area is a Sonoran Desert upland. The communities neighboring the project are Tucson Estates and Drexel Heights, both Communities at Risk. The project area has an Extreme wildfire threat and Moderate fire intensity (AZWRAP tool), and addresses priorities outlined in the 2022 Pima County Hazard Mitigation Plan.

### 9. Project Goals, Objectives, and Deliverables (0-15 points, 750 character max)

Goal: Mitigate the spread of buffelgrass within Tucson Mountain Park to protect assets in neighboring communities from wildfire.

Objective 1: Apply herbicide on up to 100 acres of buffelgrass to reduce fine fuels.

Objective 2: Manually remove buffelgrass in patches with <10% canopy cover and in areas that have previously received herbicide treatment as a follow up treatment

Objective 3: Revegetate areas, using seedballs, where removal of buffelgrass has caused significant soil disturbance.

Objective 4: Conduct post herbicide treatment monitoring to determine mortality and areas that need follow up treatments

1) Quarterly report detailing progress and accomplishments

2) Final Report detailing activities and treatment success

**10. Scope of Work and Project Timeline (0-25 points, 1,000 character max)**

Grant funds will be used to hire contractors to apply herbicide to buffelgrass infestations. Herbicide treatment will occur in areas where canopy cover is >10%. Application of glyphosate by contractors will occur on green plants during the primary growing season following the onset of the monsoon, and in the winter if there is sufficient precipitation for plant growth. Manual removal, and the creation and dispersal of seedballs will be carried out by staff and volunteers. Geospatial data will be collected at all treatment areas. Post-treatment monitoring will occur after herbicide treatments and revegetation.

Timeline:

2023

April - June: Hire herbicide contractors

July - September: Herbicide treatments; revegetation

October - November: monitoring; manual treatments

December: Manual treatments; revegetation

2024

January - March: Manual treatments; revegetation

April - June: Hire herbicide contractors

July-December: Herbicide treatments, manual treatments; revegetation; monitoring

**11. Collaborative Elements, Partners, and Beneficiaries (0-10 points, 500 character max)**

Pima County works with the Arizona Sonora Desert Museum (ASDM) to enhance buffelgrass outreach and education, as well as a keystone volunteer group known as the Sonoran Desert Weed Wackers (SDWW). The SDWW consist of a group of devout volunteers who manually remove buffelgrass within Tucson Mountain Park multiple times per month (over 300 hours/month). New grassroots efforts are underway to establish a regular buffelgrass pulling group consisting of Tucson Estates residents.

**12. Sustainability Plan (0-10 points, 500 character max)**

Pima County will commit its own resources to the continued monitoring and follow up treatments of this area past the grant window. The county will commit to at least one year of follow up treatments. Beyond that window, the project area will be a high priority as part of the developing Pima County Invasive Species Strategic Plan. Pima County staff will also work to foster the relationship with Tucson Estates residents by hosting regular buffelgrass pull events next to the community.

**Upload Budget Form (0-20 points, one form per project, maximum of 2 pages)**

PimaCounty\_Budget Worksheet (003).docx

**Upload Project Overview Map (maximum of 1 page - 8 1/2 x 11)**

HFIPProjectOverview\_PimaCountyNRPR.pdf

**Upload Letters of Support (optional, maximum of 5 pages - 8 1/2 x 11)**

2022\_Letter\_of\_Support\_for\_PCNRPR.pdf

**Is the project identified as a specific priority within a CWPP?**

Yes

**Is the proposed project area classified as High (7), Very High (8), or Extreme Risk (9) by AZWRAP?**

(9) Yes Extreme Risk

**Does the project align with Arizona Forest Action Plan objectives?**

Yes

**Average Score**

**# of Reviews**

0

**# of Denials**

0

**Applications: File Attachments**

**Upload Budget Form (0-20 points, one form per project, maximum of 2 pages)**

PimaCounty\_Budget Worksheet (003).docx

**Upload Project Overview Map (maximum of 1 page - 8 1/2 x 11)**

HFIPProjectOverview\_PimaCountyNRPR.pdf

**Upload Letters of Support (optional, maximum of 5 pages - 8 1/2 x 11)**

2022\_Letter\_of\_Support\_for\_PCNRPR.pdf

Project: Protecting Communities Near Tucson Mountain Park

<b>Total Project Budget (by expense type)</b>				
<b>Budget Detail</b>	<b>Grant Share (\$ Amount Requested)</b>	<b>Match</b>		<b>TOTAL</b>
		<b>Dollars</b>	<b>In-Kind</b>	
<b>Administrative Labor:</b>	\$9,000	\$3,862	\$0	\$12,862
<b>Project Labor:</b>	\$0	\$17,240	\$16,000	\$33,240
<b>Travel:</b>	\$1,111	\$548	\$0	\$1,659
<b>Equipment:</b>	\$0	\$0	\$0	\$ 0
<b>Supplies:</b>	\$0	\$5,800	\$0	\$5,800
<b>Contractual:</b>	\$140,000	\$0	\$0	\$140,000
<b>Other1:</b>	\$15,011	\$0	\$0	\$15,011
<b>Other2:</b>	\$0	\$0	\$0	\$ 0
<b>TOTAL:</b>	\$165,122	\$27,450	\$16,000	\$208,572

<b>Budget Narrative</b>
<p><b>Provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match (add additional pages if needed).</b></p> <p>Pima County has existing master agreements with three vetted contractors who will apply herbicide to the project area. One or two of these companies, depending on availability, will be hired to complete the required work, with preference given to Tucson Audubon Society and ReCON Environmental Inc. Costs are based upon the existing contracts that Pima County has with these companies and includes a forecasted price increase due to inflation.</p> <p>Administrative Labor (grant share) - Budget item covers project planning, communication, field crew management, and administrative tasks carried out by the contractor. The cost for this item is budgeted at 100hrs at \$90/hr.</p> <p>Administrative Labor (match, dollars) - The Pima County Invasive Species Program Coordinator will oversee all administrative aspects of the project. This includes developing maps of treatment progress, writing quarterly reports, and organizing volunteer events. This administration item does not include financial accounting and reporting or overhead expenses. 112 hours at \$34.48/hr. This cost per hour is the cost of a program coordinator position including fringe benefits.</p> <p>Project Labor (match, dollars and in-kind) - Project labor contributed by Pima County will come in the form of volunteer labor and labor from existing staff. Volunteers are a part of the Sonoran Desert Weedwackers group, and regularly hand pull buffelgrass. Budget item includes 500 hours @ \$34.48/hr (program coordinator with fringe benefits; dollar match) and 800 hours @ \$20/hr (volunteer labor; in-kind)</p>

### Budget Narrative - Continued

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

Travel (grant share) - Mileage traveled to and from the worksite by contractors. Mileage rate is negotiated within the master agreement. 2,496 miles @ \$0.445

Travel (match, dollars) - Mileage traveled to and from the worksite by Pima County Staff. Rate based on the federal standard mileage rate 936 miles @ \$0.585

Supplies (match, dollars) - Pima County will purchase and provide chemicals to contractors. The county already has chemicals in storage that can be used by the contractors, and will purchase more to restock supplies as needed. The County will also purchase materials to make seed balls including a mix of native seeds, clay, and compost. Supply costs for this item are:

Kleenup pro (glyphosate herbicide): 150 gallons @ \$36/gallon

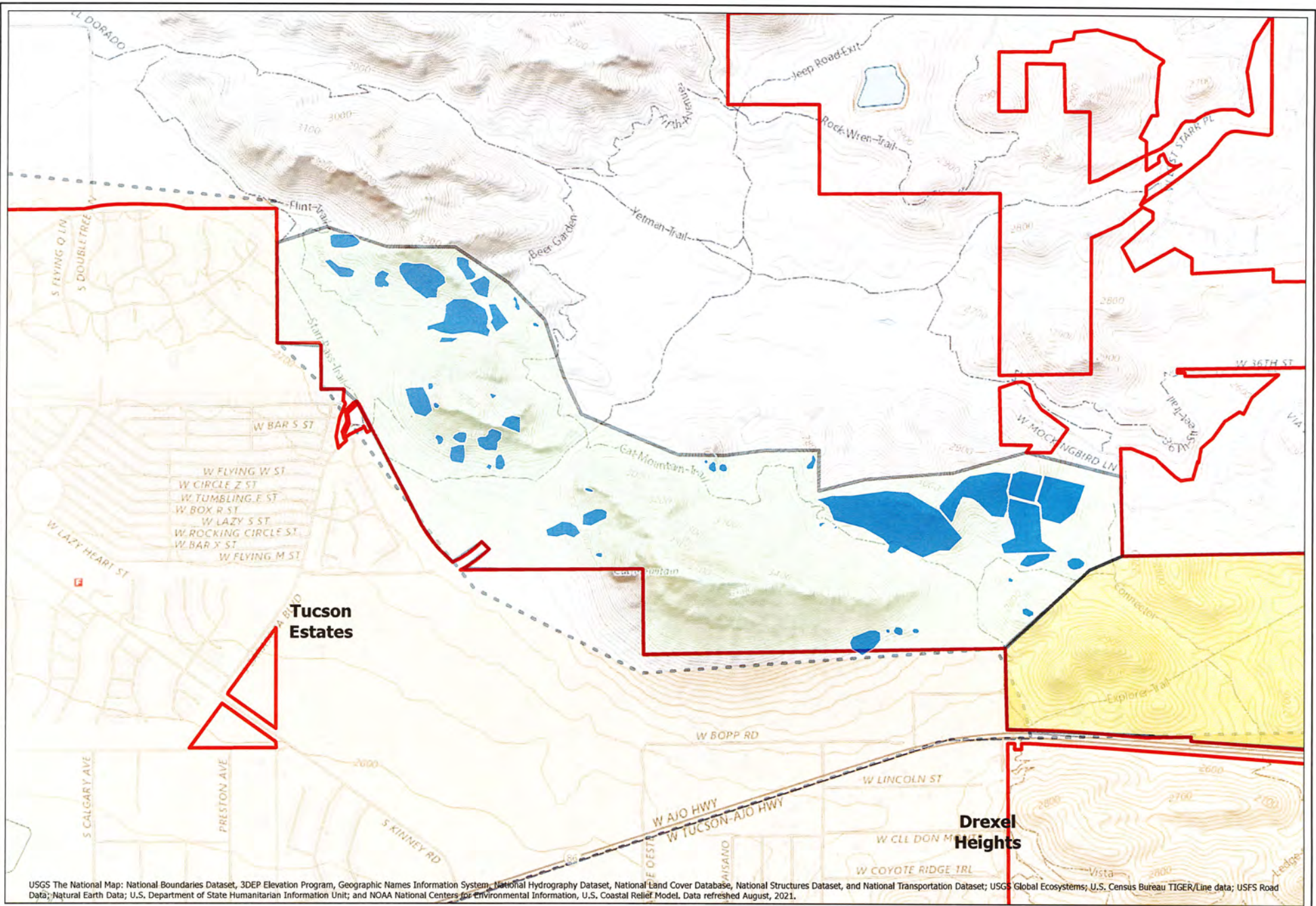
Seedball materials with a cumulative cost estimated at \$400

Contractual (grant share) - Most of the grant share awarded will be spent on contractual work. Contractual work will consist of hiring licensed herbicide applicators to target populations of invasive species within the project area. The labor will consist of a crew lead and at least three spray technicians. Crew members will also collect geospatial data using handheld data recorders while conducting treatments. The labor rates are negotiated through Pima County's master agreement with the contractors, and includes forecasted rate increase for inflation. Invoices will be processed by Pima County procurement through the existing master agreement and submitted to DFFM for reimbursement. Contractual labor will be:

Field Crew Lead: 800 hours @ \$55/hr

Technician: 2,400 hours @ \$40/hr

Other1: Grant guidelines require subrecipients to develop and manage their grants in accordance with federal requirements, including those specified in subparts A through F of 2 CFR Part 200. 2 CFR Subpart E, Section 200.414 permits the recovery of indirect costs, and permits the use of a de minimis 10% rate on modified total direct costs (MDTC). MDTC is equal to all direct salaries and wages, applicable fringe benefits, materials and supplies, travel and up to \$25,000 of each subaward. Given the requirement to conform to federal requirements and as federal funds may be used to support these grants, Pima County is requesting indirect costs of 10% of its MDTC which total



USGS The National Map: National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System, National Hydrography Dataset, National Land Cover Database, National Structures Dataset, and National Transportation Dataset; USGS Global Ecosystems; U.S. Census Bureau TIGER/Line data; USFS Road Data; Natural Earth Data; U.S. Department of State Humanitarian Information Unit; and NOAA National Centers for Environmental Information, U.S. Coastal Relief Model. Data refreshed August, 2021.



# HFI Project Overview

## Pima County NRPR

- Infestation Areas for Treatment 100 acres
- Project Area
- Previous HFI Grant

- Pima County Property Boundary
- 2019 AZ Communities At Risk

**Project Center:** 32.1863155, -111.0602014

1:21,708



May 2022

We give no warranty, expressed or implied, as to the accuracy, reliability, or completeness of the data. This disclaimer applies both to the direct use of the data and any derivative products produced with the data. Any type of boundary, linear or point locations contained within this data, or displayed within this product, are approximate, and should not be used for authoritative or legal location purposes. Users should independently research, investigate, and verify all information to determine if the quality is appropriate for their intended purpose. Legally-delineated boundaries or locations are required; they should not be replaced by an appropriate state-registered professional. The information contained in the data is dynamic and may change over time. It is the responsibility of the data user to use the data appropriately and consistent with the intent stated in the metadata. For A.R.S. 3-2-178. A public agency that creates geospatial data of which it is the customer is not liable for errors, inaccuracies or omissions and shall be held harmless from and against all damage, loss or liability arising from any use of geospatial data that is shared.

Profile: [ECOM\\_dorothee.harmon@pima.gov](mailto:ECOM_dorothee.harmon@pima.gov)

## Applicant Information

Tell us about you.

### Linked Applicant

[ECOM\\_dorothee.harmon@pima.gov](mailto:ECOM_dorothee.harmon@pima.gov)

### First name

Dorothee

### Last name

Harmon

### Email

[ECOM\\_dorothee.harmon@pima.gov](mailto:ECOM_dorothee.harmon@pima.gov)

### Title

Division Manager

### Company

Pima County Grants Management and Innovation

### Company Website

### City

Tucson

### State

Arizona

## Organization Information

Tell us about your organization.

### Organization Name

Pima County

### Employer Identification Number (EIN)

86-6000543

### DUNS

074477969

### Authorized Representative

### Business/Finance Representative

## Organization Address

### Address

130 W Congress

### Address 2

3rd Floor



**City**

Tucson

**State**

Arizona

**County**

Pima County

**Congressional District/Region**

AZ01 AZ02 AZ03

**Zip**

85701

**Phone**

520-724-6760

**Phone Extension****Fax**

Authorized Representative (if different from above)

**Name****Title****Email****Phone**

Business/Finance Contact (if required)

**Name****Title****Email****Phone**

**ATTACHMENT B**  
**(Cover Sheet)**

**Detailed Project Plan – Subject to State Approval**  
(Include specific planned accomplishments, detailed project budget, and time line)

**Project Scope (1-2 pages):**

This project is intended to reduce fine fuel accumulation of (i.e., suppress) buffelgrass (*Cenchrus ciliaris*) to manageable levels in Pima County's Tucson Mountain Park (TMP) near adjacent communities. Buffelgrass is a non-native, highly invasive species that promotes severe wildfire: risking loss of life, property, and unique fire-intolerant Sonoran Desert vegetation. The residential communities neighboring the project area are Tucson Estates and Drexel Heights, both of which are considered At-Risk Communities by the Arizona Department of Forestry and Fire Management. The project area has an Extreme wildfire threat and Moderate fire intensity rating (AZWRAP tool). This project also addresses buffelgrass suppression priorities outlined in the 2022 Pima County Hazard Mitigation Plan and in the 2020 Arizona Forest Action Plan.

TMP is managed by the Pima County Natural Resources, Parks, and Recreation Department (NRPR). Buffelgrass infestations will be treated on 80 acres in TMP with the goal to achieve at least 80% overall plant mortality across treated areas within the two-year grant window. An Integrated Pest Management (IPM) approach will be utilized to minimize environmental and human risk as well as ensure treatment success, including a combination of herbicide treatments (chemical), hand pulling (manual), reseeding native species (cultural), regular monitoring, and ongoing preventative measures. In addition, NRPR's approach includes outreach and collaboration with the local communities and partner organizations.

Chemical Treatments: Pima County is contracted with three companies to provide backcountry invasive species treatments. Grant funding will be used to hire contractors to apply herbicide directly to buffelgrass plants using backpack sprayers and long-line systems. The County is also contracted with a helicopter service which will be hired using grant funding to strategically place tanks of water in remote locations near treatment areas so the backcountry crews can efficiently refill their backpack sprayers. Two licensed NRPR staff will also contribute to the chemical treatment efforts. Chemical treatments will be applied to growing buffelgrass plants during the monsoon season (July-October) and, if growing conditions permit, during the fall/winter/spring (November-April). Leading up to and throughout the monsoon season, NRPR staff will monitor precipitation and ground conditions at the project area to determine when and where buffelgrass plants are at least 50% green – the threshold at which herbicide applications become effective. Treatment crews will then be strategically deployed first to green areas with the densest infestation closest to the communities-at-risk.

Manual Treatments: Hand pulling buffelgrass plants will be performed primarily by volunteer crews led by NRPR staff and partner organizations. The Sonoran Desert Weedwackers (SDWW) are NRPR's primary buffelgrass volunteer group. NRPR hosts three SDWW buffelgrass pull events per month, year-round, averaging about 1600 hours of volunteer labor per year. Up to twenty-five percent of their time (~400 hours) will be dedicated to manually pulling buffelgrass in this project area, especially during times of the year when buffelgrass is not actively growing and not treatable by herbicide. Where canopy cover is less than 10%, field efficiency using backpack sprayers declines and alternative treatment methods become more efficient. Therefore, manual pulling will be focused on buffelgrass patches that have less than 10% live canopy cover and as a follow-up in chemically treated areas with resprouts.

Native Re-seeding: While manual pulling is effective at suppressing buffelgrass infestations, it does require pulling the plants out of the ground by the roots. Consequently, this results in some soil disturbance that then creates ideal growing conditions for dropped buffelgrass seeds. Volunteers are trained in the preventative measures of minimizing soil disturbance and minimizing dropping of seeds. Adding native seeding to manual treatments is intended to help native plants become established in the disturbed soil and outcompete buffelgrass. Native seeds will be “planted” via seedballs which will be distributed onto disturbed soil by NRPR staff and volunteers immediately following manual treatment. Seedballs are relatively inexpensive and simple to make. Seeds will be sourced from plants at Pima County’s Native Plant Nursery and, if needed, from local seed vendors (specifically from species that exist in the project area). Seedballs will be created by NRPR staff and volunteers.

Monitoring, Mapping, and Reporting: Chemical treatment crews, NRPR staff, and lead volunteers will map treatment polygons daily using Pima County’s mobile geospatial data collection tool (ArcGIS FieldMaps). Geospatial data will be used to calculate acres treated in the project area. Mapped records will also include the number of hours spent treating and amount and type of herbicide used, if applicable. NRPR staff will monitor chemically treated areas 5-7 weeks following treatment (and when live plants are still green and have not yet senesced) to assess mortality of buffelgrass patches. If treated patches have less than 80% mortality, follow-up retreatment will occur either by chemical application (when plants are actively growing) and/or by manual pulling. Mortality will be assessed both qualitatively and quantitatively. First, an entire treatment polygon will be traversed using visual observation to assess overall greenness of buffelgrass. NRPR staff will choose two areas (subplots) that represent the average treatment area condition, then count the ratio of live to dead plants for the first 100 plants encountered at each subplot. The two subplots will be averaged to obtain percent mortality for each treatment area. Quarterly reporting will include number of acres treated and number of acres retreated, for a cumulative value of treatment effort. Final reporting will include the total number of absolute acres treated with at least 80% mortality achieved.

Outreach, Events, and Partner Collaboration: An outreach plan will be implemented by a part-time University of Arizona Cooperative Extension (UACE) Community Outreach Assistant, whose primary role is invasive species outreach for NRPR. Outreach will be focused on the communities adjacent to the project area, and will include presentations for the neighborhood Home Owner’s Associations, letters to residents, event flyers, brochures, and more. One of NRPR’s closest partners is the Arizona-Sonora Desert Museum (ASDM), which already has an established relationship with residents from the Tucson Estates community for buffelgrass pulling in this area of TMP. NRPR will partner with ASDM to coordinate outreach efforts and host buffelgrass pull events within the planned treatment areas.

Sustainability Plan: Successful suppression of well-established buffelgrass infestations requires multiple years of follow-up treatments to combat the extensive buffelgrass seedbank. To this end, NRPR will commit its own resources to successive years of IPM within the treatment areas to achieve long-term success of the project, i.e. by maintaining buffelgrass at 20% or less live canopy cover. NRPR staff, partners, and volunteers will continue to monitor the treatment areas at least annually and map infestations that need retreatment. In addition, NRPR will continue to build capacity for residents of the neighboring communities to lead buffelgrass pulls and other outreach events in the project area. This project area will be a high priority as part of the developing NRPR Invasive Species Strategic Plan.

**Project Schedule (1 page or less):**

**2023 - Quarterly Treatment Goals: 5 acres (1<sup>st</sup>), 5 acres (2<sup>nd</sup>), 15 acres (3<sup>rd</sup>), 5 acres (4<sup>th</sup>)**

- January – March:
  - Begin outreach to neighboring communities and coordination with partners
  - Collect seeds; prepare seedballs
- April – June:
  - Prepare and coordinate with backcountry herbicide and helicopter contractors
  - Collect seeds; prepare seedballs
  - Manual pulling and native seeding only in patches with ≤10% canopy cover
    - Includes outreach and events
- July – October:
  - Herbicide treatments and re-treatments (conditions permitting)
- September – November:
  - Monitoring plant mortality / treatment effectiveness
  - Collect seeds; prepare seedballs
- November – December:
  - Manual pulling and native seeding in chemically treated and un-treated patches only with ≤10% live canopy cover
    - Includes outreach and events

**2024 - Quarterly Treatment Goals: 5 acres (1<sup>st</sup>), 5 acres (2<sup>nd</sup>), 35 acres (3<sup>rd</sup>), 5 acres (4<sup>th</sup>)**

- January – March:
  - Manual pulling and native seeding in chemically treated and un-treated patches with only ≤10% live canopy cover
    - Includes outreach and events
- April – June:
  - Prepare and coordinate with backcountry herbicide and helicopter contractors
  - Collect seeds; prepare seedballs
- July – October:
  - Herbicide treatments and re-treatments (conditions permitting)
- September – November:
  - Monitoring plant mortality / treatment effectiveness
  - Collect seeds; prepare seedballs
- November – December:
  - Manual pulling and native seeding in chemically treated and un-treated patches with only ≤10% live canopy cover
    - Includes outreach and events
  - Native seeding

Possible delays: lack of adequate rainfall during the monsoon season may narrow the window of opportunity for chemical treatments.

Project: Protecting Communities Near Tucson Mountain Park

<b>Total Project Budget (by expense type)</b>				
<b>Budget Detail</b>	<b>Grant Share</b> (\$ Amount Requested)	<b>Match</b>		<b>TOTAL</b>
		<b>Dollars</b>	<b>In-Kind</b>	
<b>Administrative Labor:</b>	\$0	\$3,570	\$0	\$3,570
<b>Project Labor:</b>	\$0	\$20,635	\$11,980	\$32,615
<b>Travel:</b>	\$0	\$1,140	\$0	\$1,140
<b>Equipment:</b>	\$0	\$0	\$0	\$ 0
<b>Supplies:</b>	\$0	\$3,925	\$0	\$3,925
<b>Contractual:</b>	\$150,000	\$0	\$0	\$150,000
<b>Other1:</b>	\$15,000	\$0	\$0	\$15,000
<b>Other2:</b>	\$0	\$0	\$0	\$ 0
<b>TOTAL:</b>	<b>\$165,000</b>	<b>\$29,270</b>	<b>\$11,980</b>	<b>\$206,250</b>

<b>Budget Narrative</b>
<p><b>Provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match (add additional pages if needed).</b></p> <p>Contractual (grant share) - Pima County has Master Agreements (MA) with three companies for backcountry invasive species chemical treatments; preference is given to hiring Tucson Audubon Society (TAS; local company) and Recon Environ. (San Diego, CA). Each backcountry crew includes a Crew Lead and three spray Techs, and their administrative functions will be performed by a Superintendent; their pay and mileage rates for traveling to and from the project area are negotiated within the MAs. Pima County also has a MA with a helicopter transport company which will be hired to place tanks of water near treatment areas for the backcountry crews to refill their sprayers.</p> <p>Costs estimates are based on the negotiated prices in the MAs. Invoices will be processed by Pima County Procurement and submitted to DFFM for reimbursement.</p> <p>TAS Backcountry Field Crew Lead: 640 hours @ \$52/hr = \$33,280              8 weeks x 40 hrs/week x 1 person x 2 years = 640 hours</p> <p>TAS Backcountry Technician: 1,920 hours @ \$35/hr = \$67,200              8 weeks x 40 hrs/week x 3 people x 2 years = 1,920 hours</p> <p>TAS Superintendent: 3 hours per week x 8 weeks x 2 years x \$80/hr = \$3,840</p> <p>TAS travel: 24 mi daily round trip x 8 wks x avg.3.29 days/wk x 2 yrs = 1,263 mi @ \$0.445/mi = \$562.</p> <p>Recon Backcountry Field Crew Lead: 200 hours @ \$55/hr = \$11,000              10 days x 10 hrs/day x 2 trips = 200 hours</p> <p>Recon Backcountry Technician: 600 hours @ \$45/hr = \$27,000              10 days x 10 hrs/day x 2 trips x 3 people = 600 hours</p> <p>Recon Superintendent: 3 hours per trip x 2 trips x 2 years x \$75.50/hr = \$906</p> <p>Recon travel: \$0.56/mile x 860 miles round trip x 2 trips/year x 2 years = \$1,926</p> <p>Helicopter Transport Services: \$1,425/hour x 1.5 hours/year = \$4,275</p>

### Budget Narrative - Continued

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

Administrative Labor performed by County staff (match: dollars) - The Pima County Restoration Program Manager and the Pima County Invasive Species Program Coordinator will oversee all administrative aspects of the project. This includes directing contractors, developing maps, reporting, data quality assessment, and organizing volunteer events. This does not include financial accounting and reporting. It includes fringe benefits.

Program Manager: 30 hours x \$34.82/hr = \$1,045

Program Coordinator: 100 hours x \$25.25/hr = \$2,525

Project Labor (match: dollars and in-kind) - Includes volunteer labor (in-kind) and Pima County NRPR staff labor (dollars). Volunteers will contribute up to 400 hours of manually pulling buffelgrass plants. NRPR staff labor performed by the Restoration Program Manager and Invasive Species Program Coordinator will include assisting with pesticide and manual treatments, preparation and distribution of seed balls, staging and breakdown of water tank drop sites, and follow-up treatment monitoring. Pima County NRPR also funds a 0.5 FTE position housed within the University of Arizona Pima County Cooperative Extension and dedicated to invasive species outreach. Dollar match labor rates include fringe benefits. Volunteer labor value is based on: <https://independentsector.org/>

Dollar match: Program Manager: 145 hours x \$34.82/hr = \$5,048

Dollar match: Program Coordinator: 400 hours x \$25.25/hr = \$10,100

Dollar match: UA Community Outreach Assistant: 250 hours x \$21.95/hr = \$5,488

In-kind match: volunteer labor (including their drive time): 400 hours x \$29.95/hr = \$11,980

Travel (match: dollars) - Mileage traveled by Pima County Staff. Rate based on the federal standard mileage rate (\$0.585) and 39 miles round-trip to the Pima County NRPR office to the project area.

50 trips x 39 miles per trip = 1,950 miles @ \$0.585 = \$1,140

Supplies (match: dollars) - Pima County NRPR already has pesticides and dye in storage that can be used by the backcountry contractors, and will purchase more to restock as needed. NRPR will purchase supplies necessary for transporting water tanks to sites via helicopter and materials to make seed balls.

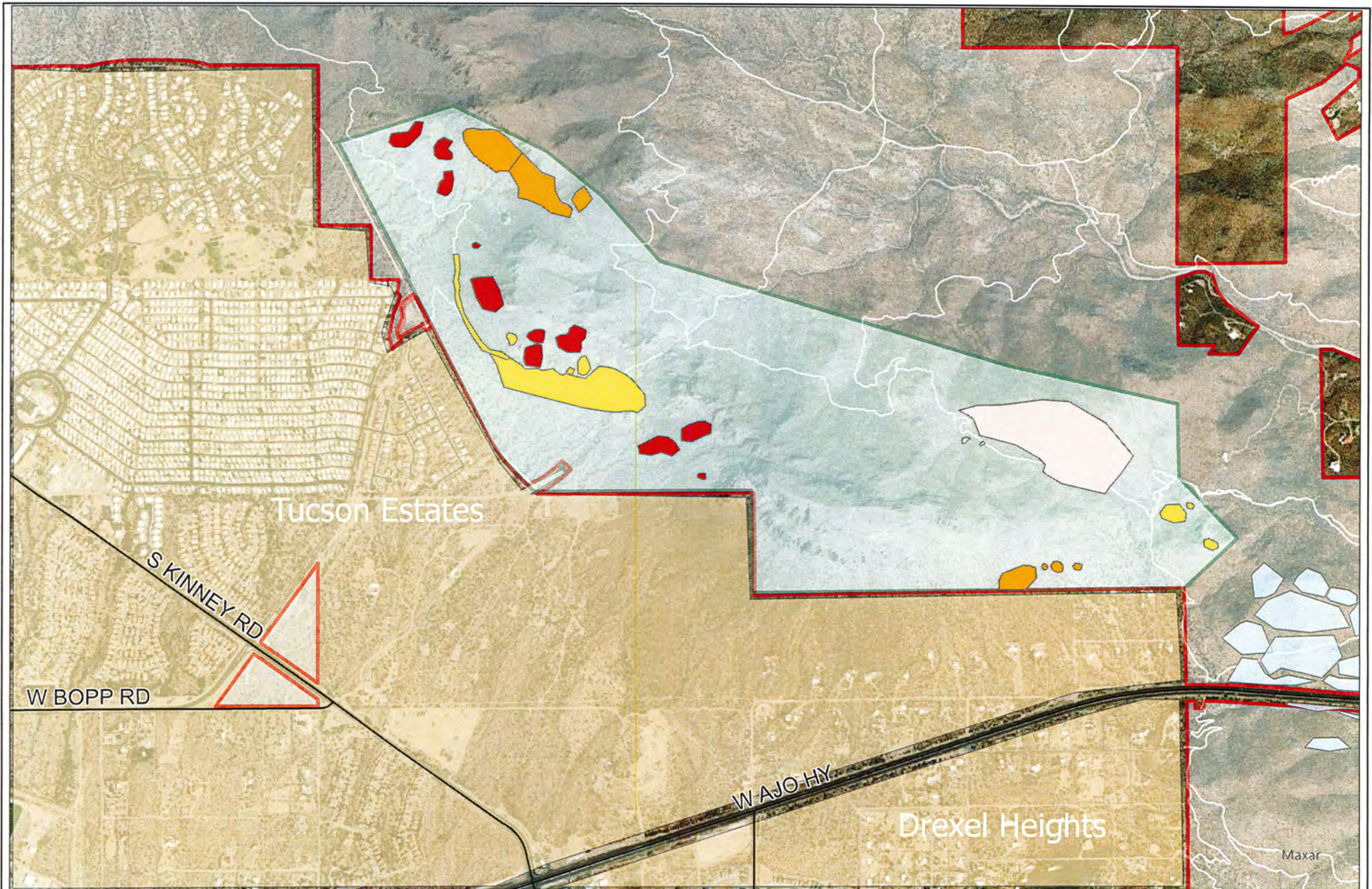
Roundup Pro (glyphosate herbicide): 1.5g/ac x 80 acres = 120 gallons @ \$50.25/2.5 gallons = \$2,412

Turf Trax blue dye: 5 gallons (0.1 gal per 2.5 gallons herbicide x 120 gal) x \$29.50/gal = \$148

Seedball materials (clay, compost, seeds) with a cumulative cost estimated at: \$400

Helicopter drop supplies (30 gal containers, 1 ton bags, spill kits, aerial targets, drum pumps): \$965

Other1: Grant guidelines require subrecipients to develop and manage their grants in accordance with federal requirements, including those specified in subparts A through F of 2 CFR Part 200. 2 CFR Subpart E, Section 200.414 permits the recovery of indirect costs, and permits the use of a de minimis 10% rate on modified total direct costs (MDTC). MDTC is equal to all direct salaries and wages, applicable fringe benefits, materials and supplies, travel and up to \$25,000 of each subaward. Given the requirement to conform to federal requirements and as federal funds may be used to support these grants, Pima County is requesting indirect costs of 10% of its MDTC which totals \$15,000.



# 2022 HFI Project Map Pima County NRPR

Treating up to 80 acres of buffelgrass in Tucson Mountain Park near At-Risk Communities

- Chem Treatment Priority 1
- Chem Treatment Priority 2
- Chem Treatment Priority 3
- Manual Treatment Priority
- Major Streets
- 2022 HFI Project Area
- 2021 HFI Project Areas
- PC Properties
- 2019 AZ Communities at Risk
- Trails

11/15/2022

1:18,990

Miles

We give no warranty, expressed or implied, as to the accuracy, reliability, or completeness of the data. This disclaimer applies both to the direct use of the data and any derivative products produced with the data. Any type of boundary, line, or point locations contained within this data, or displayed within this product, are approximate, and should not be used for authoritative or legal location purposes. Users should independently research, investigate, and verify all information to determine if the quality is appropriate for their intended purpose. If legally-defensible boundaries or locations are required, they should first be established by an appropriate state-registered professional. The information contained in the data is dynamic and may change over time. It is the responsibility of the data user to use the data appropriately and consistent with the intent stated in the metadata. Per A.S. 15-118, a public agency that shares geospatial data of which it is the custodian is not liable for errors, inaccuracies or omissions and shall be held harmless from and against all damages, loss or liability arising from any use of geospatial data that is shared.



## **ATTACHMENT C**

### **General Provisions**

#### ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

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

If any program income is generated as a result of this grant/agreement, the income earned during the term of this agreement shall be applied using the deductive method as described in 2 CFR 200.307 ; the deductive alternative is the preferred method, unless specifically authorized by the Signatory Official. Costs incident to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the award/agreement and they comply with the applicable Cost Principles.

#### HATCH ACT

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

#### NEPA

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

#### COVENANT AGAINST CONTINGENT FEES

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

#### MODIFICATIONS

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

#### EXTENSIONS

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

#### RESPONSIBILITY FOR CLAIMS AND LIABILITIES

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

#### RETENTION OF RECORDS

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

#### EQUAL OPPORTUNITY/NON-DISCRIMINATION

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

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

#### ARBITRATION

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

#### ANTITRUST VIOLATIONS

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

#### TERMINATION BY MUTUAL AGREEMENT

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

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

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

#### CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. §38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

#### TERMINATION FOR CONVENIENCE

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

#### NON-AVAILABILITY OF FUNDS

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

#### FEDERAL IMMIGRATION AND NATIONALITY ACT

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

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

#### SUSPENSION OR DEBARMENT

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

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

GOVERNING LAW

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

INVALIDITY OF PART OF THIS AGREEMENT

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

COUNTERPARTS

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

INTERPRETATION

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

PARAGRAPH HEADINGS

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

ENTIRE AGREEMENT

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

UNIQUE ENTITY IDENTIFIER (UEI) AND SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM)

Sub-grantee shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or award term(s). For purposes of this award, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov).

PUBLICATION REQUIREMENTS

ACKNOWLEDGEMENT IN PUBLICATIONS. Sub-grantee shall acknowledge Arizona Department of Forestry and Fire Management in any publications, audiovisuals, and electronic media developed as a result of this award.

## ATTACHMENT D

### Grant Reimbursement and Documentation Requirements

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

Only project expenses incurred during the term of the signed grant agreement are eligible. (See Term of Agreement)

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

All reimbursements to Sub-grantees shall be calculated on the “Grant Reimbursement Form” (Attachment E2). By signing the form, the Sub-grantee assumes full and implied responsibility for all grant costs incurred and submitted on the form. By signature, the Sub-grantee accepts full liability that the work and costs incurred were in accordance with the agreed scope of work and/or approved detailed project plan and in accordance with all applicable Federal and State laws. By signing the “Grant Reimbursement Form”, the Sub-grantee is claiming that costs were incurred following the established procurement process for its own organization and that their process is documented, administered and managed with the correct accounting and administrative procedures and is in accordance with all applicable Federal and State laws.

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

- Expenses not included in an approved project plan or that are unnecessary for the completion of the project are ineligible for reimbursement or as match.
- NO FOOD or BEVERAGE purchases or donations to others are eligible for reimbursement or as match, unless included in the project plan as budgeted travel costs, and pre-approved by State.
- Capital Equipment costing \$5,000 or more per unit cannot be included as reimbursable costs, but may be included as match with prior approval. State Forestry recommends renting equipment as needed.
- NO purchase of equipment or supplies for individuals are eligible for reimbursement or as match (though purchase of supplies and small equipment by the Sub-grantee organizations for ongoing community use may be eligible).
- Poorly documented match or volunteer hours with insufficient support documentation will not count towards the required match. It is the Sub-grantee’s responsibility to keep all project/grant records pertaining to matching requirements. In the event an audit determines that ineligible match was credited to the project, the Sub-grantee accepts full liability for such costs.

## ATTACHMENT D

### Grant Reimbursement and Documentation Requirements

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

- **Labor (Administrative and Personnel)**- may include paid staff, or documented reimbursement from Sub-grantee to others for services. Related expenses such as employee benefits or required travel costs are also eligible if properly documented.
  - Administrative labor includes general project oversight, while personnel labor includes work done on the ground
  - All staff/labor hours must be accompanied by an employee time sheet detailing the hours worked on the grant project. We must be able to determine, for each staff member, the hours contributed, the rate of pay, the work completed, and the total amount being requested.
  - The time sheet must clearly have the State grant ID number, an employee signature, and the dates work hours were contributed towards the grant. A supervisor's approval signature should also be included. *\*Note, for auditing purposes, an auditor will most likely want to see all hours worked in addition to those charged to the grant.\**
  - Required documentation should include some combination of: payment receipts, timesheets, payroll records (paystubs), job sheets, canceled checks, or signed letters detailing paid staff time, dates, and services or work provided.
- **Contracted Services** – Contracting for services from outside organizations or businesses is permitted if included in the approved project plan and budget. Such services could include contracted fuels crews, arborists, trucking, waste disposal, and other costs.
  - Required documentation will include original invoices with sufficient detail of work performed, dates of work performed, and proof of payment, such as canceled checks or credit card receipts.
- **Supplies** - may include operating supplies, office supplies, and small equipment purchased by the Sub-grantee and necessary for the completion of the project.
  - Required documentation should include proof of purchase via payment receipts, canceled checks, or official accounting records detailing expenses and goods and service provided. Original quotes or incomplete invoices are not sufficient.
- **Travel** - may include mileage reimbursement
  - Documentation should include mileage logs with beginning and ending odometer readings and reference the grant project number.
- **Equipment** - may include the cost of renting equipment, fuel, operational costs or repairs at an accepted rate
  - Documentation should include invoices and proof of payment, receipts, or equipment logs.
  - If using FEMA or negotiated CFRA rates, the non-emergency rate (½ of negotiated rate) must be used.
  - Take into consideration that if the rate provided is a "Wet Rate," it already includes fuel and maintenance for the equipment.
- **Other**
  - Other costs as necessary must include proper support documentation demonstrating that the Sub-grantee has incurred the costs.
  - **Indirect Costs** – Agreed upon indirect costs can be included for reimbursement. No more than 10% of the indirect costs may come from the grant share.
    - Indirect costs may cover general operating expenses such as those negotiated at the time of the grant agreement and other overhead costs; therefore supporting documentation is not required, but detailed specifics about what is covered under the indirect cost must be included in the detailed project plan budget narrative.
    - If Sub-grantee has a Negotiated Indirect Cost Rate Agreement (NICRA), State Forestry must receive this agreement before the rate can be used in the project budget. If the NICRA is greater than 10%, anything above this is allowable as match only.
    - De Minimis: If no NICRA rate is available, Sub-grantee can include the 10% de minimis cost rate to cover other general operating expenses.

## ATTACHMENT D

### Grant Reimbursement and Documentation Requirements

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

Matching investments will not be directly reimbursed.

Examples of possible match include:

- **Hard Dollars** - Matching investment can include actual costs incurred as documented above.
  - A hard dollar match includes anything directly purchased for the grant work with costs incurred by the grantee where money has changed hands, including time spent by employees on grant related activities. Time spent by employees on eligible project activities must include the same documentation as listed above for the Labor category for grant share.
  - Required documentation will include payment receipts, canceled checks, or official accounting records detailing expenses and related goods and service provided. Physical cash transactions are unallowable with DFFM grants.
- **In-kind Contributions** - includes the use of the sub-grantees' or their partners' on-hand supplies, use of third party donations of supplies or equipment, or the value of professional services provided at the professional rate.
  - Use of in-kind contribution of goods or services from another business or organization may be counted as in-kind match with proper documentation. Property or use thereof shall be assigned a fair market value per applicable Cost Principles and should include a letter of documentation from the donating party, if necessary. Use of donated equipment shall consist of signed time logs, detailing day(s) or hours of use, accepted rate, and project specific function.
- **Volunteer** - Volunteer labor hours shall conform to documented standard operating procedures for the Sub-grantee organization with established pay rates.
  - Required documentation for volunteers will include signed time logs/sign-in sheets with volunteer name, date, time, place, and type of volunteer service provided. Volunteer sign in sheets must include a supervisor's signature. Volunteer timesheets should be filled out and signed on the day work was completed.
  - Volunteer time may be valued at the local market rate for equivalent work (children at minimum wage). Hourly rates exceeding \$20 per hour will require specific support documentation for justification and approval. If you use consultants, forestry professionals, planners, etc., who donate their professional services, appropriate hourly rates may be documented in a letter from the individual or their organization, but will still require accurate timesheets.



# Quarterly Performance Report

## GRANT INFORMATION:

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

## REPORT INFORMATION:

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

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

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

**Program-Specific Reportables (if applicable)**

1				
2				
3				
4				
5				

**Is this Project On Track?** (Yes / No)

**Use the following sections to describe activities for this quarter and for the overall project status.**  
*Additional items may be enclosed or attached, such as added narrative, detailed tables, pictures, maps, or other items.  
 (Please list any additional items in the narrative to assure they are recorded.)*





# Quarterly Performance Report

**NARRATIVE REPORT / THIS QUARTER:** What progress has been made THIS QUARTER in

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

**NARRATIVE REPORT / OVERALL PROJECT:** What is the success in meeting the OVERALL

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



## Arizona Department of Forestry and Fire Management Grant Reimbursement Form

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

Grant Number:

Organization Name:  Match %:

Total Grant Amount:  Total Match Required:

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

Previous Project Totals (Sum of all previous reimbursement requests):			
	Reimbursable Costs	Match	Total
	<input type="text"/>	<input type="text"/>	\$0.00

This Reimbursement Period: (Period Start / End dates) <input type="text"/>			
Item	Reimbursable Costs	Match	Total
Administration	<input type="text"/>	<input type="text"/>	\$0.00
Personnel	<input type="text"/>	<input type="text"/>	\$0.00
Contracted Services	<input type="text"/>	<input type="text"/>	\$0.00
Supplies	<input type="text"/>	<input type="text"/>	\$0.00
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$0.00
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$0.00
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$0.00
Volunteer time	N/A	<input type="text"/>	\$0.00
In-Kind Contributions	N/A	<input type="text"/>	\$0.00
<b>Total:</b>	\$0.00	\$0.00	\$0.00

FOR DFFM USE ONLY

Cumulative Project Totals (This period request added to all previous reimbursement requests):			
	Reimbursable Costs	Match	Total
	\$0.00	\$0.00	\$0.00

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

Authorized Signature Title Date

**SIGNATURE LINE STATEMENT** (Required for Processing)  
 By signing the "Grant Reimbursement Form", the signing agent is verifying that:  
 All work performed on this grant/project was completed in conformance with all applicable laws and established procedures. Charges and time sheets submitted are in fact for work completed on this project. All charges have been reviewed and verified by a supervisor and all employee and volunteer hours are being tracked, with support documentation on file and available to any auditing agent.

**NOTE: Reimbursements may take 60-90 days**