

BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

C Award C Contract G Grant	
	Requested Board Meeting Date: 08/21/2023
* = Mandatory, information must be provided	or Procurement Director Award:
*Contractor/Vendor Name/Grantor (DBA):	
United States Department of Interior/Fish and Wildlife Se	ervices
*Project Title/Description:	
Pima County Goff Pond Aquatic Habitat Enhancement	
*Purpose:	
Resources Park, bajada parcel) to enhance habitat for Lo	regetation around an existing pond on parcel 205-16-00IA (Oracle Ridge Natural owland leopard frogs, a MSCP Priority vulnerable species known to exist in nearby r Agreement and this is the actual technical awarding for the Grant.
*Procurement Method:	
N/A	
*Program Goals/Predicted Outcomes:	
Enhancement of 0.4 acres of perennial wetland hal	pitat.
*Public Benefit:	
Project supports the goals of the Sonoran Desert C	onservation Plan and Multi-Species Conservation Plan.
*Metrics Available to Measure Performance:	
Maintain fencing and vegetation in good condition	through the five-year agreement term.
*Retroactive:	
No.	



THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED iter text. If not applicable, indicate "N/A". Make sure to com

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	d with Federal Funds? C Yes	← No
If Yes, is the Contract to a vendo	or or subrecipient?	
Were insurance or indemnity claus If Yes, attach Risk's approval.	ses modified? C Yes	C No
Vendor is using a Social Security N If Yes, attach the required form per A		⊂ No
Amendment / Revised Award In	formation	
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):
*Funding Source(s) required:		
Funding from General Fund?	if Yes \$	% @ Award C Amendment
Grant/Amendment Information	(for grants acceptance and award	ds)
Document Type: GTAW	Department Code: <u>PR</u>	
Commencement Date: 10/1/2023		
Match Amount: \$ 0	×	Revenue Amount: \$ <u>25,000</u>
	_	
	U.S. Department of Interior, Fish	
*All Funding Source(s) required: *Match funding from General Fo	U.S. Department of Interior, Fish	
*Match funding from General Fo	und? Yes No If Yes	h and Wildlife Services \$
*Match funding from General Fo *Match funding from other sour *Funding Source:	und? Yes No If Yes	h and Wildlife Services \$
*Match funding from General Fo *Match funding from other sour *Funding Source: *If Federal funds are received, is	U.S. Department of Interior, Fish und? Yes No If Yes rces? Yes No If Yes s funding coming directly from the	h and Wildlife Services \$ % \$ %
*Match funding from General For *Match funding from other sour *Funding Source: *If Federal funds are received, is Directly	und? Yes No If Yes rces? Yes No If Yes s funding coming directly from the	\$\$ % \$\$ % Telephone: 520-724-5226
*Match funding from General For *Match funding from other sour *Funding Source:* *If Federal funds are received, is Directly Contact: Kelsey Landreville, Production Department: PR	und? Yes No If Yes rces? Yes No If Yes s funding coming directly from the	\$ % \$ % ne Federal government or passed through other organization(s)?
*Match funding from General For *Match funding from other sour *Funding Source: *If Federal funds are received, is Directly Contact: Kelsey Landreville, Pro	und? Yes No If Yes rces? Yes No If Yes s funding coming directly from the	\$ % \$ % Telephone: 520-724-5226

1. DATE ISSUED MM/DD/YYYY

07/21/2023

1a. SUPERSEDES AWARD NOTICE dated

except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. CFDA NO.

15.631 - Partners for Fish and Wildlife

3. ASSISTANCE TYPE	Cooperative Agreement			
4. GRANT NO. F23AC017	96-00	5. TYPE OF AWA	IRD .	
Originating MCA #		Other	Other	
4a. FAIN F23AC01796		5a. ACTION TYPE	New	
6. PROJECT PERIOD	MM/DD/YYYY		MM/DD/YYYY	
From	10/01/2023	Through	09/30/2028	
7. BUDGET PERIOD	MM/DD/YYYY		MM/DD/YYYY	
From	10/01/2023	Through	09/30/2028	

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)

Partners for Fish and Wildlife Act—Partners for Fish and Wildlife Program (16 U.S.C. §3773)

The grant program legislation The grant program regulations. This award notice including terms and conditions, if any noted below under REMARKS. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

8. TITLE OF PROJECT (OR PROGRAM)

Pima County Goff Pond Aquatic Habitat Enhancement

9a. GRANTEE NAME AND ADDRESS

PIMA COUNTY 3500 W River Rd Tucson, AZ, 85741-3600

9b. GRANTEE PROJECT DIRECTOR

Ms. Kelsey Landreville 3500 W River Rd Tucson, AZ, 85741 Phone: 520-724-5226

10a. GRANTEE AUTHORIZING OFFICIAL

Dorothee Harmon 130 W Congress St Tucson, AZ, 85701-1317 Phone: 520-724-6760

10b. FEDERAL PROJECT OFFICER

Mrs. Sarah Gandaria 201 N BONITA AVE **UNIT 141**

TUCSON, AZ, 85745-8574 Phone: 4807618932

ALL AMOUNTS ARE SHOWN IN USD 11. APPROVED BUDGET (Excludes Direct Assistance) 12. AWARD COMPUTATION 25,000.00 I Financial Assistance from the Federal Awarding Agency Only a. Amount of Federal Financial Assistance (from item 11m) \$ 0.00 II Total project costs including grant funds and all other financial participation b. Less Unobligated Balance From Prior Budget Periods c. Less Cumulative Prior Award(s) This Budget Period \$ 0.00 Salaries and Wages a. 0.00 d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 25.000.00 Fringe Benefits 0.00 b. 13. Total Federal Funds Awarded to Date for Project Period 25,000.00 0.00 C. Total Personnel Costs 14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project): 0.00 d. Equipment \$ TOTAL DIRECT COSTS TOTAL DIRECT COSTS YEAR 11,363.63 e. Supplies a. 2 \$ d. 5 \$ 0.00 Travel \$ e. 6 b 3 \$ 0.00 f. 7 c. 4 g. Construction 0.00 15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING Other h. ALTERNATIVES: DEDUCTION ADDITIONAL COSTS MATCHING OTHER RESEARCH (Add / Deduct Option) OTHER (See REMARKS) 11,363.64 Contractual е TOTAL DIRECT COSTS \$ 22,727.27 \$ INDIRECT COSTS 2.272.73 16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

\$ 25.000.00 Federal Share Non-Federal Share \$ 0.00

\$

Yes

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

O No)

25,000.00

REMARKS (Other Terms and Conditions Attached -

No Program Income

1.

GRANTS MANAGEMENT OFFICIAL:

TOTAL APPROVED BUDGET

Meaghan Nelson, GRANTS MANAGEMENT SPECIALIST

5275 LEESBURG PIKE

FALLS CHUCH, VA, 22041-2204

Phone: 7033582567

17. VE	VENDOR CODE 0070168487		18a. UEI JBMBVGUK5LF1	18a. UEI JBMBVGUK5LF1 18b. DUNS 074477969		19. CONG. DIST. 02	
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE TAS ACCT		PO LINE DESCRIPTION	
1	0051037000-00010	\$25,000.00	10/01/2023	09/30/2028	1611	Habitat Management	

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GRANT NO.	F23A	.C01796-00

SCOPE OF WORK

1. Project Description

The Service hereby incorporates the recipient's application submitted to and approved by the Service into these award terms and conditions.

Pima County has acquired ownership and/or management of nearly 250,000 acres of land, now managed by NRPR, to protect and conserve valuable resources. The ecosystems in southern Arizona face significant threats due to climate change, decreased biodiversity, degraded biological conditions, and habitat fragmentation. The scope of this Landowner Agreement between the U.S. Fish and Wildlife Service's Partners for Fish and Wildlife Program and Pima County Natural Resources, Parks, and Recreation Department (NRPR) is to enhance habitat for federal trust species at the "Goff Pond" which is located on the Oracle Ridge Property. Pima County NRPR will install fencing around the pond to reduce the impact of trespass cattle, improve water quality, and enhance it for wildlife benefit.

The Service Project Officer (i.e., Partners Program Biologist) identified in the Project Contacts section of this letter will be substantially involved in this project including, but not limited to: (A) participating and collaborating with you and other project partners, in carrying out the Work Plan and/or Landowner Agreement; (B) reviewing and approving each stage of work; and (C) closely monitoring or otherwise providing operational involvement during the project.

PAYMENTS

1. Domestic Recipients Enrolled in Treasury's ASAP System

The recipient will request payments under this award in the <u>U.S. Treasury's Automated Standard Application for Payment (ASAP)</u> system. When requesting payment in ASAP, your Payment Requestor will be required to enter an Account ID. The number assigned to this award is the partial Account ID in ASAP. When entering the Account ID in ASAP, the Payment Requestor should enter the award number identified in the notice of award, followed by a percent sign (%). Refer to the ASAP.gov Help menu for detailed instructions on requesting payments in ASAP.

REPORT

1. Interim Financial Reports

The recipient is required to submit interim financial reports on an annual basis directly in GrantSolutions. The recipient must follow the financial reporting period end dates and due dates provided in GrantSolutions. The interim reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>Federal Financial Report. The GrantSolutions financial report data entry fields are the same as those on the SF-425, "Federal Financial Report" form. See also our instructional video on "Completing the Federal Financial Report (SF-425)".

2. Interim Performance Reports

The recipient is required to submit interim performance reports on an annual basis directly in GrantSolutions. The recipient must follow the performance reporting period end dates and due dates provided in GrantSolutions. The interim reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>FPR.

3. Final Reports

The recipient must liquidate all obligations incurred under the award and submit a *final* financial report in GrantSolutions no later than 120 calendar days after the award period of performance end date. The GrantSolutions financial report data entry fields are

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the same as those on the SF-425, Federal Financial Report form, https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html. See also our instructional video on "Completing the Federal Financial Report (SF425) https://fawiki.fws.gov/display/VLSV#VirtualLearningSeriesVideosHome-CompletingtheFederalFinancialReport(SF-425)

The recipient must submit a *final* performance report no later than 120 calendar days after the award period of performance end date. Performance reports must contain: 1) a comparison of actual accomplishments with the goals and objectives of the award as detailed in the approved scope of work; 2) a description of reasons why established goals were not met, if appropriate; and 3) any other pertinent information relevant to the project results. Please include the Service award number on all reports.

The recipient must follow the final Federal Financial Report and the final Performance Report reporting period end dates and due dates provided in GrantSolutions. The final reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>Federal Financial Report or Reports>FPR.

4. Reporting Due Date Extensions

Reporting due dates may be extended for an award upon request to the Service Project Officer identified in the notice of award. The request should be sent by selecting the award in GrantSolutions and selecting send message. The message must include the type of report to be extended, the requested revised due date, and a justification for the extension. The Service may approve an additional extension if justified by a catastrophe that significantly impairs the award Recipient's operations. The recipient must submit reporting due date extension requests through GrantSolutions to the Service Project Officer identified in their notice of award before the original due date. The Service Project Officer will respond to the recipient after approval or denial of the extension request.

5. Significant Developments Reports

See <u>2 CFR §200.329(e)</u>. Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, recipients are required to notify the Service in writing as soon as the recipient becomes aware of any problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of any corrective action(s) taken or contemplated, and any assistance needed to resolve the situation. The recipient should also notify the Service in writing of 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.

SPECIAL TERMS AND REQUIREMENTS

1. Environmental Compliance Reviews

Full compliance with environmental laws is not yet complete for this project. Project planning and coordination tasks may proceed; however, no ground-disturbing work or project implementation actions can occur until the Service has notified you in writing that such work may begin. While the Program Biologist will assist you with completion of the federal compliance processes, recipients of Federal funds are responsible for ensuring the Program Biologist receives all required information necessary, including all applicable Federal, State, and local permits for work performed under this Cooperative Agreement, to complete the environmental compliance.

As a condition of award, the Recipient and their sub-recipient(s) and contractor(s) must not begin any potentially impactful work related to this award until the Service has notified you in writing that such work can begin. Recipients and sub-recipients of Federal grants and cooperative agreement awards must comply with the requirements of the National Environmental Policy Act (NEPA), Section 7 of Endangered Species Act (ESA), and Section 106 of the National Historic Preservation Act (NHPA).

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BUDGET AND PROGRAM REVISIONS

1. Budget and Program Plan Revisions

The recipient must report to the Service Project Officer identified in their notice of award deviations from budget or project scope or objective, and request prior approvals for budget and program plan revisions per <u>2 CFR \$200.308</u>, unless otherwise specifically waived in this award.

STAFF CONTACTS

1. Program Officer Contact Information:

Sarah Gandaria

sarah gandaria@fws.gov

480-761-8932

Terms and Conditions

1. U.S. Fish and Wildlife Service

General Award Terms and Conditions

Recipients of U.S. Fish and Wildlife Service (Service) grant and cooperative agreement awards (hereafter referred to as 'awards') are subject to the terms and conditions incorporated into their Notice of Award either by direct citation or by reference to Federal regulations; program legislation or regulation; and special award terms and conditions. Award terms and conditions are applicable unless and until the USFWS removes or revises them in written notice to the recipient. The Service will make such changes by issuing a written notice that describes the change and provides the effective date.

Recipients indicate their acceptance of an award by starting work, drawing down funds, or accepting the award via electronic means. Recipient acceptance of an award carries with it the responsibility to be aware of and comply with all terms and conditions applicable to the award. Recipients are responsible for ensuring that their subrecipients and contractors are aware of and comply with applicable award statutes, regulations, and terms and conditions. Recipient failure to comply with award terms and conditions can result in the Service taking one or more of the remedies and actions described in Title 2 of the Code of Federal Regulations (CFR) §\$200.339 –343.

A PDF of these terms and conditions with embedded links to all regulations is available on the Service's website at: https://www.fws.gov/media/fws-financial-assistance-award-terms-and-conditions-2020-12-31. See also the Department of the Interior's General Award Terms and Conditions on their website at: https://www.doi.gov/grants/doi-standard-terms-and-conditions.

Administrative Requirements, Cost Principles, and Audit Requirements

These requirements and cost principles are applicable to all awards except those to individuals receiving the award separate from any business or organization they may own or operate. Foreign public entities and foreign organizations must comply with special considerations and requirements specific to their entity type, unless otherwise stated in this section. Foreign public entities must

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comply with those for states.

2 CFR Part 200, Subparts A-D, as supplemented by 2 CFR Part 1402

Foreign public entities must follow payment procedures in 2 CFR §200.305(b). For foreign public entities and foreign organizations, the requirements in 2 CFR §\$200.321 –323 do not apply.

Appendix XII to 2 CFR Part 200—Recipient Integrity and Performance Matters

Applicable to awards with a total Federal share of more than \$500,000 except for awards of any amount to foreign public entities.

2 CFR Part 200, Subpart E—Cost Principles

Applicable to all domestic and foreign non-Federal entities except non-profit organizations identified in Appendix VIII to 2 CFR Part 200.

48 CFR Subpart 31.2—Contracts with Commercial Organizations

Applicable to non-profit organizations identified in Appendix VIII to 2 CFR Part 200 and for-profit organizations.

Indirect Cost Proposals

Requirements for development and submission of indirect cost rate proposals are contained in Appendix III (Institutions of Higher Education), Appendix IV (Nonprofit organizations), and Appendix VII (States, local government agencies, and Indian tribes) to 2 CFR Part 200. See also the DOI negotiated indirect cost rate deviation policies at 2 CFR §1402.414. For-profit entities should contact the DOI National Business Center, Office of Indirect Cost Rate Services at: https://ibc.doi.gov/ICS/icrna.

2 CFR Part 200, Subpart F-Audit Requirements

Applicable to U.S. states, local governments, Indian tribes, institutions of higher education, and nonprofit organizations. Not applicable to foreign public entities, foreign organizations, or for-profit entities.

Statutory and National Policy Requirements

These requirements are applicable to all awards, including those to individuals, for-profits, foreign public entities, and foreign organizations, unless otherwise stated in this section.

Appendix A to 2 CFR Part 25—Universal Identifier and System for Award Management

Not applicable to individuals or any entity exempted by the awarding bureau or office prior to award per 2 CFR §25.110(c)(2) and bureau or office policy.

Appendix A to 2 CFR Part 170-Award term for reporting subaward and executive compensation

Not applicable to individuals. See 2 CFR 170 for other exceptions.

2 CFR §175.15—Award Term for Trafficking in Persons

Applicable to private entities as defined in 2 CFR §175.25(d), states, local governments, and Indian tribes. Applicable to foreign public entities if funding could be provided to a private entity as a subrecipient under the award.

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2 CFR Part 1400-Nonprocurement Debarment and Suspension

All recipients must ensure they do not enter into any covered transaction with an excluded or disqualified participant or principal. See also 2 CFR Part 180—OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement). 2 CFR §180.215 defines nonprocurement transactions that are not covered transactions.

2 CFR Part 1401—Requirements for Drug-Free Workplace (Financial Assistance)

Not applicable to foreign public entities or foreign organizations.

43 CFR Part 18-New Restrictions on Lobbying

Recipients are prohibited from using any federally appropriated funds (annually appropriated or continuing appropriations) 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 the U.S. Congress, or an officer or employee of a Member of the U.S. Congress in connection with the award.

41 U.S.C. §4712—Whistleblower Protection for Contractor and Grantee Employees

41 U.S.C. §6306—Prohibition on Members of Congress Making contracts with Federal Government

Mandatory Disclosures

Failure to make required disclosures may result in any of the remedies for noncompliance described in 2 CFR §200.339, including suspension or debarment (see also 2 CFR Part 180).

Conflicts of interest: Per 2 CFR §1402.112, non-Federal entities and their employees must take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the provisions in 2 CFR §200.318 apply. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR §200.112. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Service Project Officer identified in their notice of award in writing of any conflicts of interest that may arise during the life of the award, including those that reported by subrecipients. The Service will examine each disclosure to determine whether a significant potential conflict exists and, if it does, work with the applicant or recipient to develop an appropriate resolution. Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award.

Lobbying: If the Federal share of the award is more than \$100,000, recipients must disclose making or agreeing to make any payment using non-appropriated funds for lobbying in connection with the award. To make such disclosures, recipients must complete and submit the SF-LLL, "Disclosure of Lobbying Activities" form to the USFWS. This form is available at: https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html. For more information on when additional submission of this form is required, see 43 CFR, Subpart 18.100. These restrictions are not applicable to such expenditures by Indian tribe, tribal organization, or any other Indian organization that is specifically permitted by other Federal law.

Other Mandatory Disclosures: Recipients and subrecipients must disclose, in a timely manner, in writing to the Service Project Officer identified in their notice of award or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities subject to the 2 CFR 200, Appendix XII - Award Term and Condition for Recipient Integrity and Performance Matters are required to report certain civil, criminal, or administrative proceedings to SAM.

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National Policy Encouragements

Executive Order 13043—Increasing Seat Belt Use in the United States

Non-Federal entities are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. Individuals are encouraged to use seat belts while driving in connection with award activities.

E. O. 13513—Federal Leadership on Reducing Text Messaging While Driving

Non-Federal entities are 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 order. Individuals are encouraged to not text message while driving in connection with award activities.

AWARD ATTACHMENTS

PIMA COUNTY F23AC01796-00

- 1. Final Landowner Agmt
- 2. Final SF 424A

Landowner Agree	ment No:_	
Cost Structure:		

PARTNERS FOR FISH AND WILDLIFE PROGRAM LANDOWNER AGREEMENT

This Landowner Agreement (Agreement), dated June 8, 2023, between Pima County, a body politic and corporate ("Landowner"), and the U.S. Fish and Wildlife Service (USFWS) is entered into pursuant to the authority contained in the Partners for Fish and Wildlife Act (P.L. 109-294), the Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.) and the Fish and Wildlife Act of 1956 (16 U.S.C. 742a-j), as amended. This project was selected for funding because the Landowner shares a common objective with the USFWS to restore habitat for the benefit of Federal trust species on private lands, and the project supports priority actions identified in the Regional Partners for Fish and Wildlife (Partners) Program Strategic Plan.

Pima County, 3500 West River Road, Tucson, Arizona 85741, hereby agrees to participate with the USFWS in conducting certain wildlife management practices on lands owned or managed in Pima County, State of Arizona, described as follows: all, or within, Oracle Ridge Bajada Property, parcel 205-16-001A, in northeast Pima County, AZ (west latitude 32.506492; north longitude -110.568985).

In signing this Agreement and receiving the Notice of Award Letter, the Landowner joins as a participant in a wildlife habitat improvement program and grants to the USFWS authority to complete the habitat improvement project or the Landowner may personally carry out management activities with financial or material support as described in attached Exhibit A. Any donation of supplies, equipment, or direct payment from the USFWS to the Landowner for carrying out the habitat improvements is included in Exhibit A. The activities conducted pursuant to this agreement are not to replace, supplement or otherwise contribute to any mitigation or compensation that may be required of the Landowner, or other parties, as a result of any mandated requirements.

The term of this Agreement (also referred to as the habitat retention period) will be completed on June 8, 2033. This Agreement may be modified at any time by mutual written consent of the parties. It may be terminated by either party upon 30 days advance written notice to the other party. However, if the Landowner terminates the Agreement before its expiration, or if the Landowners should materially default on these commitments, then the Landowner agrees to reimburse the USFWS prior to final termination for the prorated costs of all habitat improvements placed on the land through this Agreement. For these purposes, the total cost of the habitat improvements to the United States is agreed to be \$ 25,000.00.

Landowner:

The Landowner or their land manager, with legal authority over land management decisions, guarantees ownership of the above-described land and warrants that there are no outstanding rights that interfere with this Landowner Agreement.

The Landowners will notify the USFWS of planned or pending changes in ownership. A change

of ownership shall not change the terms of this Agreement. The Agreement and terms shall be in effect on the described land for the term of the Agreement.

The Landowner agrees to allow access (with advance notice) to the USFWS to implement the project described in the work plan, and to monitor project success.

The Landowner retains all rights to control trespass and retains all responsibility for taxes, assessments, and damage claims.

During the habitat retention period, the landowner must maintain the habitat restored under this award. The Landowner must maintain structures installed under this agreement.

At the end of the habitat retention period, the habitat improvement project will become the sole property and complete responsibility of the Landowner. There shall be no obligation to the USFWS after the term of the Agreement has expired.

The Landowner will be responsible for securing any necessary permits. The Landowner agrees to identify the USFWS' contribution to the project during public presentations, reports, or other information published about the project, as appropriate.

The Landowner will be free to remove any structure at his/her own expense at the termination of the Agreement; however, the Agreement does not supersede any Local, State, or Federal regulation that would apply to the removal of any such structure(s).

The Landowner will not be responsible for replacing wildlife habitat improvements that are damaged or destroyed by severe acts of nature.

USFWS:

The USFWS will work with the Landowner throughout the entire Agreement term to support actions needed to ensure that the project is designed and constructed per the Agreement and functions as intended.

The USFWS, its agents, or assignees will provide advanced notice before accessing the Landowner property to implement the project described in Exhibit A and monitor project success.

The USFWS assumes no liability for damage or injury other than that caused by its own negligence, on the above acreage. The USFWS does not assume jurisdiction over the premises by this Agreement.

Overlap and/or Duplication:

Pima County NRPR acknowledges, as an applicant and/or recipient for federal financial assistance through the USFWS Partners for Fish and Wildlife Program (CFDA 15.631) that the proposed activities described herein do _____ or do not __x___ overlap and/or duplicate any other proposal and/or award for federal financial assistance.

Conflict of Interest

Pima County NRPR must notify the Service of any conflicts of interest, or any appearance of conflicts of interest, which are known at the time of the application.

Cancellation for Conflict of Interest

This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

Recipient Payment / Invoicing Procedures

Pima County NRPR has completed enrollment in U.S. Treasury's Automated Standard Application for Payment (ASAP) system. When requesting payment in ASAP, your Payment Requestor will be required to enter an Account ID. The number assigned to this award is the partial Account ID in ASAP. When entering the Account ID in ASAP, the Payment Requestor should enter the award number identified in the subject line on the award letter followed by a percent sign (%). Refer to the ASAP.gov Help menu for detailed instructions on requesting payments in ASAP.

System for Award Management (SAM) Registration:

Under the terms and conditions of this award, your organization must maintain an active SAM registration at https://www.sam.gov/portal/SAM/#1 until the final financial report is submitted or final payment is received, whichever is later. If your organization's SAM registration expires during the required period, the Service will suspend payment under this and all other Service awards to your organization until you update your organization's SAM registration.

GrantSolutions:

GrantSolutions is a financial assistance management software platform that enables Federal agencies to manage grants and cooperative agreements through the entire award life cycle including pre-award, award, post-award, and closeout. Pima County NRPR is enrolled as a user in the Grant Solutions (www.grantsolutions.gov) system. All annual reports are required for the Landowner Agreement and will be submitted via the GrantSolutions application by Pima County NRPR.

Spatial Information Sharing: In accordance with the Privacy Act of 1974, permission must be obtained from the Landowner before any personal information can be released. The only information that can be shared is payment information that is authorized by law. Therefore,

Landowner consent is requested to allow for sharing of spatial information about this project solely with conservation cooperators providing technical or financial assistance with the restoration, enhancement or management of fish and wildlife habitat.
We, the Landowner, consent to having spatial information about this project shared with other conservation cooperators.
We, the Landowner, do NOT wish to have any spatial information about this project shared with other conservation cooperators.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

Signatures: FOR PIMA COUNTY (THE LANDOWNER): JUN 0 6 2023 Adelita Grijalva, Chair, Board of Supervisors Date Pima County ATTEST: JUN 0 6 2023 Melissa Manriquez Date Pima County Clerk of the Board Approved as to Content: Digitally signed by VICTOR VICTOR PEREIRA PEREIRA 8 June 2023 Date: 2023.06.08 16:00:03 -07'00' Victor Pereira, Director Date Pima County Natural Resources, Parks and Recreation Approved as to Form: 05/18/2023 Rachelle Barr Date Deputy Pima County Attorney FOR THE U.S. FISH AND WILDLIFE SERVICE:

EXHIBIT A

The habitat improvements described below are agreed to by Pima County NRPR and USFWS in a Landowner Agreement dated June 08, 2023.

Description of Habitat Improvement Project and Habitat conservation Goals:

This Landowner Agreement will provide funding to the Pima County Natural Resources, Parks, and Recreation Department (NRPR) to continue conservation efforts as stated in Pima County's Sonoran Desert Conservation Plan (SDCP). The SDCP involves 5.9 million acres in Pima County, Arizona, including the Tucson metropolitan area. The SDCP is guiding regional efforts to conserve ecologically valuable lands and the most precious resources for future generations of Pima County residents to enjoy. The SDCP combines short-term actions with long-range landuse decisions in Pima County.

The SDCP gives high priority to preserving and protecting important natural and cultural resources. Urban growth is directed to areas with the least natural, historic, and cultural resource values. Concurrently, Pima County has acquired ownership and/or management of nearly 250,000 acres of land, now managed by NRPR, to protect and conserve these valuable resources.

The 538-acre Oracle Ridge Bajada Property was acquired by Pima County in 2004. In 2016 it became part of a Master Restrictive Covenant with the purpose of protecting its natural and cultural resources and for eventual mitigation allocation under Pima County's Multi-Species Conservation Plan (MSCP) and Endangered Species Act Section 10 Permit with the USFWS.

Pima County NRPR would like to install fencing around a small pond located on the Oracle Ridge Bajada property to reduce the impact of trespass cattle and enhance it for wildlife benefit. The pond, informally referred to as "Goff Pond", was built in 2019. The pond is a perennial water source that is kept full via a pipe connected to an adjacent solar pump and well. Depending on project material costs, Pima County NRPR plans to fence the pond with a pipe rail and/or wildlife-friendly barbed/smooth wire fence. The fence will buffer the pond at various distances to provide ease of access in the future and to enhance wildlife value. This pond is adjacent to Alder Canyon and will enhance approximately 0.4 acres of wetland habitat. This project aims to improve water quality and wetland habitat at Goff pond for federal trust species.

If the above-mentioned project is unable to be completed, Pima County NRPR will work with the US Fish and Wildlife Service to find another project that improves habitat for Federal Trust species. Any work to be completed may be modified with the mutual agreement of the aforementioned parties.

Location

The 538-acre Oracle Ridge Bajada Property is located 10 miles southwest of San Manuel and 30 miles northeast of Tucson. The property consists of upper Sonoran Desert scrub habitat and is adjacent to Alder Canyon.

Species Benefitted

This project aims to improve habitat for lowland leopard frogs (*Lithobates yavapaiensis*) -- a species identified in the MSCP that was historically found in Alder Canyon Land managers have observed a decline in populations of these frogs. We have observed Lucy's warbler (*Leiothlypis*

luciae), and ash-throated flycatcher (*Myiarchus cinerascens*) at the site and believe various other migratory birds will also benefit from the increased quality of surface water that may result from this project. Huachuca water-umbel (*Lilaeopsis schaffneriana* spp recurva), is a federally endangered species historically found in the San Pedro River Valley, and which may also benefit from being transplanted to this site once the pond is protected by fencing.

Priorities Addressed

This project is located within the Southern Arizona Grassland Focus Area, which supports the second-highest land mammal diversity in the world and provides habitat for almost 400 bird species. This project is also located within a wildlife corridor/linkage zone identified by the Arizona Missing Linkage Report. This project supports national and regional conservation priorities by improving habitat connectivity, supporting species conservation, and strengthening the partnership with Pima County NRPR.

Conservation Challenges

We expect this agreement to help address specific conservation challenges that are affected by some of the larger stressors across the state: climate change, decreased biodiversity, degraded biological conditions, and habitat fragmentation.

Project Construction Timeline:

Pima County NRPR agrees to demonstrate progress on work described in the Agreement within 24 months from the Award Performance Start Date as indicated in the subsequent Award Letter. The USFWS reserves the right to re-obligate funds if progress during this period is not met. Therefore, if Pima County is unable to commence work before the expiration of this 24-month time period, Pima County must request additional time from the USFWS Project Officer a minimum of 60 days prior to the end of the 24-month term. It is also anticipated that all work will be completed under this Agreement within 60 months of the Award Letter signatory date.

Monitoring:

Monitoring will be accomplished by Pima County NRPR and the FWS Partners Program. A monitoring plan will be developed with FWS to determine the most appropriate plan for the project.

<u>USFWS will</u>: work with Pima County NRPR to determine project roles and responsibilities and establish a project budget which will be outlined in this agreement. USFWS will participate and collaborate jointly with Pima County NRPR to carry out the scope of work and review the project plans and redirect the work effort if the plans do not address critical programmatic issues. USFWS will assist in obtaining permits and environmental compliance; conduct periodic site visits and regular communication with the landowner; review report submissions and invoices for adherence to the Agreement and project plans; seek opportunities to improve the project and explore ways to extend benefits of techniques and processes to other landowners in the region.

<u>The Landowner will</u>: provide the land for restoration. Pima County NRPR will either contract with a certified archaeologist to perform cultural resource surveys of all land where ground-disturbing work will occur or work with FWS to have the area surveyed. If Pima County

contracts archaeological surveys, they will submit these reports to the USFWS for submission to the State Historic Preservation Office. Pima County NRPR will complete the work or hire competent and certified contractors to do the work.

Anticipated Project Accomplishments

Summary of Accomplishments Anticipated Under this Scope of Project									
Habitat Type	Restoration	Enhancement	Establishment	Totals					
Upland Acres									
Wetland Acres		0.4 ac		0.4 ac					
Stream Channel Miles									
Shoreline Miles									
Other Structures		580 ft	0.500	580 ft					

Budget Table:

	Partners									
Object Class Categories ^a	Landowner	USFWS Partners Program	USFWS Other Programs	Other Non-USFWS	Totals					
Personnel	\$-	\$-	\$-	\$-	\$-					
Fringe benefits	\$-	\$	\$-	\$-	\$-					
Travel	\$-	\$-	\$-	\$-	\$-					
Equipment	\$-	\$-	\$-	\$-	\$-					
Supplies	\$-	\$11,363.63	\$-	\$-	\$11,363.63					
Contractual	\$-	\$11,363.64	\$-	\$-	\$11,363.64					
Indirect	\$-	\$2,272.73	\$-	\$-	\$2,272.73					
Totals	\$-	\$25,000.00	\$-	\$-	\$25,000.00					

^a The total cost-share by the USFWS, and the Landowner(s) must remain the same, however allocations by category may be redistributed upon prior approval by the USFWS.

Any work to be completed may be modified with the mutual agreement of the aforementioned parties.

Budget Narrative:

USFWS will contribute \$25,000 toward the project to cover contractual and indirect costs. While match is not required, Pima County does anticipate contributing some type of match, however, an amount cannot be estimated at this time.

Contractual expenses will include either hiring a fencing company (materials included) to complete the work or purchasing fencing materials and completing the work internally, depending on cost estimates at the time the work takes place. Contractual expenses may also

include hiring a certified archaeologist to complete the required cultural resources survey. Contractual expenses may also include purchasing native plants and/or seeds to improve the habitat buffering around the pond. Pima County will accomplish this through its Master Agreement contracts with vetted companies and organizations for providing certain goods and services.

Pima County NRPR will be taking the de minimum rate of 10% of Modified Total Direct Costs (see Indirect Cost Statement below)

No equipment will be purchased with federal funds from this agreement.

Budget Justification

With the increase in steel and material costs since the Covid-19 pandemic, fencing materials can cost anywhere between \$4,000 - \$20,000.00 depending on the type of fence installed. Both types of fencing that are being considered have strengths and weaknesses when it comes to wildlife value, maintenance, and financial cost. FWS will work with Pima County to conduct a cost-benefit analysis to find the most efficient way forward using the funds.

Indirect Cost Statement:

We are a U.S. state or local government entity receiving \$35 million or less in direct Federal funding. We have not prepared an indirect cost rate proposal and documentation per 2 CFR \$200, Appendix VII, and elect to charge the de minimis rate of 10% of Modified Total Direct Costs as defined in 2 CFR \$200.1. We understand we must use this methodology consistently for all Federal awards until we choose to establish a rate per 2 CFR \$200. We understand we must notify the Service in writing if we establish a rate that changes the methodology used to charge indirect costs during the award period. We understand that additional Federal funds may not be available to support an unexpected increase in indirect costs during the project period and that such changes are subject to review, negotiation, and prior approval by the Service.

Figure 1

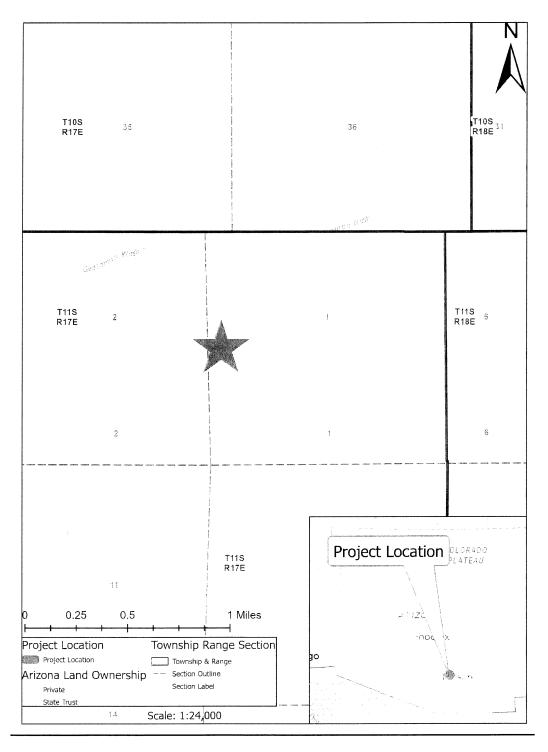


Figure 1: Topographic map showing the location of the project on a 1:24,000 scale, with an inset map showing location of the project in the state.

Figure 2

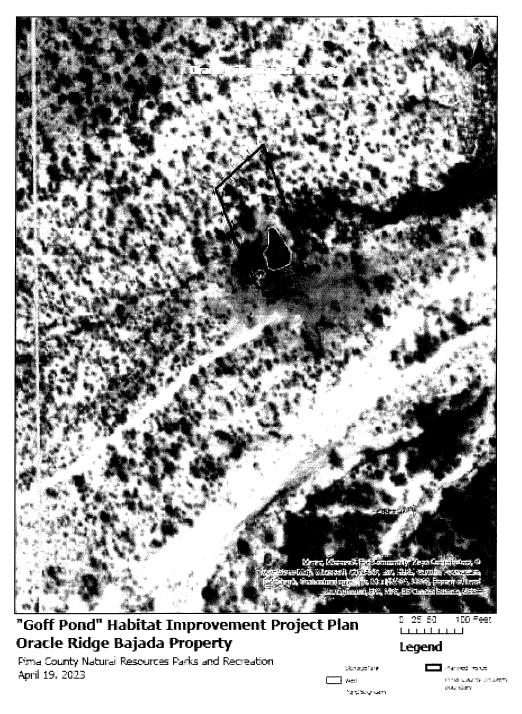


Figure 2: Aerial imagery map of the project outlining the pond and planned fence.

					A - BUDGET SUM						
Grant Program Catalog of Federal Function Domestic Assistance			Estimated Unabligated Funds			New or Revised Budget				t	
or Activity	Number		Federal		Non-Federal		Federal		Non-Federal		Total
(a)	(b)		(c)		(d)		(e)		(f)		(g)
1.Leave Blank	Leave Blank	\$		\$		\$	25,000.00	\$		\$	25,000.00
2.											0.00
3.											0.00
4.											0.00
5. Totals		\$	0.00	\$	0.00	\$	25,000.00	\$	0.00	\$	25,000.00
			SECTIO	N B	3 - BUDGET CATE	GOF	RIES				
6. Object Class Categories					GRANT PROGRAM, FL		The same of the sa				Total
		(1) \$		(2)		(3)		(4)			(5)
a. Personnel		D		Ф		Ф		\$		\$	0.00
b. Fringe Benefits											0.00
c. Travel											0.00
d. Equipment											0.00
e. Supplies			11,363.63								11,363.63
f. Contractual			11,363.64								11,363.64
g. Construction											0.00
h. Other											0.00
i. Total Direct Charge	es (sum of 6a-6h)		22,727.27		0.00		0.00		0.00		22,727.27
j. Indirect Charges			2,272.73								2,272.73
k. TOTALS (sum of 6	6i and 6j)	\$	25,000.00	\$	0.00	\$	0.00	\$	0.00	\$	25,000.00
7. Program Income		\$		\$		\$		\$		\$	
7. Flogram income		Ψ	· · · · · · · · · · · · · · · · · · ·	Ψ		Ψ		Ψ		Φ	0.00

(a) Grant Program		SECTION	C - N	ION-FEDERAL RE (b) Applicant	50	(c) State	(d) Other Sources	T-	(e) TOTALS
(a) Grant i Tograni				(b) Applicant		(c) State	(d) Other Sources		(e) TOTALS
8.			\$		\$		\$	\$	0.00
9.									0.00
10.									0.00
11.									0.00
12. TOTAL (sum of lines 8-11)			\$	0.00	\$	0.00	\$ 0.00	\$	0.00
		SECTION	D - F	ORECASTED CAS	SH	NEEDS		<u> </u>	
		Total for 1st Year		1st Quarter		2nd Quarter	3rd Quarter		4th Quarter
13. Federal	\$	25,000.00	\$	6,250.00	\$	6,250.00	\$ 6,250.00	\$	6,250.00
14. Non-Federal		0.00							
15. TOTAL (sum of lines 13 and 14)	\$	25,000.00	\$	6,250.00	\$	6,250.00	\$ 6,250.00	\$	6,250.00
SECTION E - B	UDGET	ESTIMATES OF	FEDI	ERAL FUNDS NEE	DE	D FOR BALANCE	OF THE PROJECT		
(a) Grant Program				FUTURE FUNDING PERIODS (Years)					
			ļ	(b) First	_	(c) Second	(d) Third	_	(e) Fourth
16.		•	\$		\$		\$	\$	
17.									
18.									
19.									
20. TOTAL (sum of lines 16-19)			\$	0.00	\$	0.00	\$ 0.00	\$	0.00
		SECTION F	- OT	HER BUDGET INF	OR	MATION			
21. Direct Charges: \$22,727.27				22. Indirect \$2,272.73	Ch	arges:			
23. Remarks: Pima County does not have a	a NICRA	. Therefore we us	e the	de minimis rate to	calc	ulate indirect costs.			

INSTRUCTIONS FOR THE SF-424A

Public reporting burden for this collection of information is estimated to average 180 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0044), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

General Instructions

This form is designed so that application can be made for funds from one or more grant programs. In preparing the budget, adhere to any existing Federal grantor agency guidelines which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. For some programs, grantor agencies may require budgets to be separately shown by function or activity. For other programs, grantor agencies may require a breakdown by function or activity. Sections A, B, C, and D should include budget estimates for the whole project except when applying for assistance which requires Federal authorization in annual or other funding period increments. In the latter case, Sections A, B, C, and D should provide the budget for the first budget period (usually a year) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories shown in Lines a-k of Section B.

Section A. Budget Summary Lines 1-4 Columns (a) and (b)

For applications pertaining to a *single* Federal grant program (Federal Domestic Assistance Catalog number) and *not requiring* a functional or activity breakdown, enter on Line 1 under Column (a) the Catalog program title and the Catalog number in Column (b).

For applications pertaining to a *single* program *requiring* budget amounts by multiple functions or activities, enter the name of each activity or function on each line in Column (a), and enter the Catalog number in Column (b). For applications pertaining to multiple programs where none of the programs require a breakdown by function or activity, enter the Catalog program title on each line in *Column* (a) and the respective Catalog number on each line in Column (b).

For applications pertaining to *multiple* programs where one or more programs *require* a breakdown by function or activity, prepare a separate sheet for each program requiring the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

Lines 1-4, Columns (c) through (g)

For new applications, leave Column (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year).

For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of amounts in Columns (e) and (f).

For supplemental grants and changes to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in Column (f) the amount of the increase or decrease of non-Federal funds. In Column (g) enter the new total budgeted amount (Federal and non-Federal) which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of amounts in Columns (e) and (f).

Line 5 - Show the totals for all columns used.

Section B Budget Categories

In the column headings (1) through (4), enter the titles of the same programs, functions, and activities shown on Lines 1-4, Column (a), Section A. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each program, function or activity, fill in the total requirements for funds (both Federal and non-Federal) by object class categories.

Line 6a-i - Show the totals of Lines 6a to 6h in each column.

Line 6j - Show the amount of indirect cost.

Line 6k - Enter the total of amounts on Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5. For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1)-(4), Line 6k should be the same as the sum of the amounts in Section A, Columns (e) and (f) on Line 5.

Line 7 - Enter the estimated amount of income, if any, expected to be generated from this project. Do not add or subtract this amount from the total project amount, Show under the program

INSTRUCTIONS FOR THE SF-424A (continued)

narrative statement the nature and source of income. The estimated amount of program income may be considered by the Federal grantor agency in determining the total amount of the grant.

Section C. Non-Federal Resources

Lines 8-11 Enter amounts of non-Federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet.

Column (a) - Enter the program titles identical to Column (a), Section A. A breakdown by function or activity is not necessary.

Column (b) - Enter the contribution to be made by the applicant.

Column (c) - Enter the amount of the State's cash and in-kind contribution if the applicant is not a State or State agency. Applicants which are a State or State agencies should leave this column blank.

Column (d) - Enter the amount of cash and in-kind contributions to be made from all other sources.

Column (e) - Enter totals of Columns (b), (c), and (d).

Line 12 - Enter the total for each of Columns (b)-(e). The amount in Column (e) should be equal to the amount on Line 5, Column (f), Section A.

Section D. Forecasted Cash Needs

Line 13 - Enter the amount of cash needed by quarter from the grantor agency during the first year.

Line 14 - Enter the amount of cash from all other sources needed by quarter during the first year.

Line 15 - Enter the totals of amounts on Lines 13 and 14.

Section E. Budget Estimates of Federal Funds Needed for Balance of the Project

Lines 16-19 - Enter in Column (a) the same grant program titles shown in Column (a), Section A. A breakdown by function or activity is not necessary. For new applications and continuation grant applications, enter in the proper columns amounts of Federal funds which will be needed to complete the program or project over the succeeding funding periods (usually in years). This section need not be completed for revisions (amendments, changes, or supplements) to funds for the current year of existing grants.

If more than four lines are needed to list the program titles, submit additional schedules as necessary.

Line 20 - Enter the total for each of the Columns (b)-(e). When additional schedules are prepared for this Section, annotate accordingly and show the overall totals on this line.

Section F. Other Budget Information

Line 21 - Use this space to explain amounts for individual direct object class cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor agency.

Line 22 - Enter the type of indirect rate (provisional, predetermined, final or fixed) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.

Line 23 - Provide any other explanations or comments deemed necessary.