

No.

BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

Award Contract Grant	Requested Board Meeting Date: May 7, 2024
* = 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, Tucson Mountain Park Invasive Grass Co.	ntrol
*Purpose:	
Wildland-Urban Interface. Buffelgrass is an aggressive invasive spe	m invested treatment areas in Tucson Mountain Park, primarily near the ecies that threatens native plants and ecosystems and heightens the threat nd match requirement; it is based on the revised workplan and replaces
*Procurement Method:	
This grant award did not require Pima County Attorney review or	signature.
*Program Goals/Predicted Outcomes:	
	g at least 500 acres in Tucson Mountain Park in specific areas where years. Seed native species in buffelgrass treatment areas. Conduct post- llow-up treatment.
*Public Benefit:	
	noran Desert ecosystem by outcompeting native species, encouraging s weed reducing the risk of negative impacts to humans, infrastructure, and y and the ecotourism industry.
*Metrics Available to Measure Performance:	
Number of acres treated; treatment effectiveness.	
*Retroactive:	

6 ms offers 1 24

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?	<u> </u>
Contract is fully or partially funded with Federal Funds? Yes If Yes, is the Contract to a vendor or subrecipient?	C No
Were insurance or indemnity clauses modified? If Yes, attach Risk's approval.	C No
Vendor is using a Social Security Number? If Yes, attach the required form per Administrative Procedure 22-10.	⊂ No
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):
C Expense C Revenue C Increase C Decrease	Amount This Amendment: \$
Is there revenue included?	
*Funding Source(s) required:	
Funding from General Fund?	
<u>Grant/Amendment Information</u> (for grants acceptance and award	s) • Award • Amendment
Document Type: <u>GTAW</u> Department Code: <u>PR</u>	Grant Number (i.e., 15-123): <u>24-133</u>
Commencement Date: <u>04/16/2024</u> Termination Date:	March 31, 2027 Amendment Number:
Match Amount: \$ 16,670	Revenue Amount: \$ <u>150,000</u>
*All Funding Source(s) required: Arizona Department of Forestry a	and Fire Management
*Match funding from General Fund?	<u>11,900</u> %
*Match funding from other sources?	<u>4,770</u> %
*If Federal funds are received, is funding coming directly from the No federal funds	Federal government or passed through other organization(s)?
Contact: Kelsey Landreville	
Department: NRPR	Telephone: <u>520-724-5226</u>
Department Director Signature: for Kort Lade	el Date: 3/27/2024
Deputy County Administrator Signature:	Date: 4/18/2024
County Administrator Signature:	Date: + PEROE

Arizona Department of Forestry and Fire Management Grant Agreement No. HFI 23-314 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 (UEI # JBMBVGUK5LF1), 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 <u>March 31, 2027</u> unless otherwise terminated or modified pursuant to the terms herein.

V. COMPENSATION AND MATCHING INVESTMENT

Grant funds may be utilized for up to <u>90%</u> of the total cost of this program. A contribution by the Sub-grantee for an additional <u>Cost Share Match of 10%</u> 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 \$150,000.00**

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.

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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

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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) 32.182081 Longitude (x-coordinates) -111.04078

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.

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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 3500 W. River Road, Arizona 85741 520-496-6799 kelsey.landreville@pima.gov

Secondary Sub-grantee Contact (if needed):

Brian Powell
Natural Resources Superintendent
3500 W River Rd
Tucson, Arizona 85741
520-724-5253
brian.powell@pima.gov

Principal Arizona State Forestry Contact:

Lark Sundsmo
Grants Program Specialist
Arizona Department of Forestry and Fire Management
1110 West Washington Street, Suite 500,
Phoenix, AZ 85007
(602) 694-6109
lsundsmo@dffm.az.gov

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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:

STATE FORESTRY

John Richardson Assistant State Forester for Forestry Programs

Arizona Department of Forestry and Fire Management 1110 West Washington, Suite 500 Phoenix, AZ 85007 602-771-1420 jricharsdon@dffm.az.gov

SUB-GRANTEE

Adelita Grijalva Board Chair

Pima County Board of Supervisors, District 5 33 N. Stone Ave., 11th Floor Tucson, Arizona 85701 520-724-8126 District5@pima.gov

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

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

STATE FORESTRY ACCEPTED BY SUB-GRANTEE Arizona Department of Forestry Pima County 33 N. Stone Ave., 11th Floor and Fire Management. 1110 West Washington, Suite 500 Tucson, Arizona 85701 Phoenix, AZ 85007 Signature Signature Print or Type Name Print or Type Name **Arizona State Forester** Title Date: _____ Signature Print or Type Name **Assistant State Forester for Forestry Programs** Date: _____

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ATTACHMENT A

Project Application (Cover Sheet)

Applications: A12 - Tucson Mountain Park Invasive Grass Control

Profile

1. Application/Project Title (100 character max)

A12 - Tucson Mountain Park Invasive Grass Control

2. Organization Name (100 character max)

A12 - Pima County

3. Project Lead (100 character max)

Kelsey Landreville, Ellie Schertz

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

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

16, 20

6. Target Species (100 character max)

Buffelgrass-Cenchrus ciliare

7. Acres to be Treated (Number)

500

8. Treatment Polygon (Yes/No)

Yes

9. Match Contribution (Number)

10

10. Grant Theme (0-10 points, 1,000 character max)

- 1. Contributes to the biological goal of Pima County's Sonoran Desert Conservation Plan (SDCP) by targeting a highly invasive exotic grass species which is also on the AZ Dept of Agriculture Noxious Weed List.
- 2. The project site is classified by the Maeveen Marie Beehan Conservation Lands System (CLS) as a Multiple-Use Management Area, a Special Species Management Area, and a Critical Landscape Connection between the Altar Valley, Avra Valley, Saguaro National Park, Santa Cruz River and Tucson Basin.
- 3. A dense saguaro forest exists in the project area which is highly valued by both native wildlife and outdoor enthusiasts. These and other important plant species are at risk of being eliminated from the area due to wildfire hazard and resource competition by the target invasive plant species.

11. Project Overview and Area Description (0-15 points, 2,000 character max)

This project will protect upper Sonoran Desert habitat in Tucson Mountain Park (TMP) located west of Tucson and owned by the Pima County Natural Resources, Parks and Recreation Department (NRPR). The project is in MLRA 40 "Sonoran Basin and Range" with elevations ranging from 2500-3200 feet and extremely high biodiversity. Common native grasses include slim tridens, curly mesquite, bristlegrass, tanglehead, and fluffgrass. Common native shrubs include foothills paloverde, triangleleaf bursage, jojoba, acacia, ocotillo, and cacti. Buffelgrass became established in TMP by the year 2000. Concerned citizens, Pima County staff, and Arizona-Sonora Desert Museum staff have since worked diligently to control buffelgrass in TMP and surrounding areas, leading volunteer groups to manually treat buffelgrass as often as twice weekly. A few Pima County staff have also contributed many years of pesticide treatments. Buffelgrass spreads quickly and produces many seeds that are viable for 3-5 years. Several years of re-treatments are needed in the same location to eradicate buffelgrass and its seed bank. With only a small number of people attempting to control buffelgrass across the 20,000 acres of TMP, there are areas of successful eradication due to the diligent re-treatment, but the infestations continued to spread in other areas. In 2019, Pima County entered into Master Agreements with 3 backcountry pesticide contractors to expand treatment efforts. These contractors have been hired to treat buffelgrass in over 1500 acres of TMP using awards from two 2-year AZ-DFFM HFI grants (2021, 2022). Meanwhile, volunteer manual treatments have continued in other areas of TMP. Pima County seeks financial assistance to hire contractors to perform essential follow-up treatment in at least 500 acres once the 2-year grant projects expire and in specific areas where volunteers have been investing treatments since January 2022: a total potential treatment area of 4000 acres over 3 years.

12. Project Goals and Objectives (0-10 points, 1,000 character max)

Goal: Retreat buffelgrass in at least 500 acres of the 4000 acres of TMP and satellite properties where treatments have been occurring since January 2022, with flexibility to treat in different priority areas depending on where rain falls. Objectives: Kill remaining plants and new seedlings prior to seed maturity; use an IPM approach (chemical, manual, and biological) to minimize negative environmental impacts; use herbicide in dense infestations for efficiency; use manual methods for follow-up as needed after chemical treatment and for treating isolated plants and small patches; use best management practices for treatments; spread native seeds where manual pulling has created soil disturbance. Measure of success: GIS map treatments to account for at least 500 acres of treatments over 3 years. Monitor chemical treatments within 8 weeks and manual treatments semi-annually to verify total mortality on at least 90% of treated plants in each mapped treatment polygon.

13. Scope of Work (0-15 points, 2,500 character max)

- 1. Pima county staff will re-inventory the total project area using mobile GIS tools to update the infestation statuses (area and density) in active treatment areas, which will then inform where manual vs. chemical treatments should occur.
- 2. Pima County staff will determine where staff, contractors, and volunteer groups will target manual treatments, starting with highest priority areas first.
- 3. Pima County staff will monitor rainfall and ground conditions starting with highest priority areas first to determine when and where chemical treatment can start and will deploy staff and contractor pesticide crews accordingly.
- 4. All treatments will be mapped in the field by contractors, staff, and volunteers using the same mobile GIS tools.
- 5. Pima County staff will contribute to chemical, manual and biological treatments.
- 6. Pima County staff will perform field monitoring 8 weeks following chemical treatments to ensure satisfactory contractor and staff performance and to verify total mortality in at least 90% of treated plants in the mapped treatment areas.
- 7. Pima County staff will perform field monitoring semi-annually following manual treatments to ensure total mortality in at least 90% of the mapped treatment areas.
- 8. Pima County staff will determine if and where second follow-up treatments are needed to achieve at least 90% mortality or to treat new seedlings that have appeared.
- 9. Pima County staff will do outreach to recruit volunteers, inform park visitors of ongoing treatments and educate visitors on the target invasive species.
- 10. Pima County staff will train and oversee volunteers, who will contribute to the creation of seedballs containing hand-collected native seeds. Volunteers will also contribute to manual treatments and spreading seedballs in treatment areas.
- 11. Pima County staff will complete grant administrative tasks such as quarterly and final reports, invoice processing, data QA/QC, data analysis and contractor coordination.
- 12. No environmental clearances are needed.

14. Project Timeline (0-10 points, 1,000 character max)

- 1. Each of the 3 years (Jan. 2024-Dec. 2026):
- a. Perform year-round outreach to recruit volunteers to collect native seeds, create seedballs, and perform manual treatments.
- b. Spring/Fall/Winter (Q1, Q2, Q4): manual treatments on isolated plants and small patches paired with biological (seedball) treatments. 30 acres target in each Q1, Q2, and Q4 for 3 years (total of 270 acres).
- c. Late spring (Q2): line up contractor to begin summer pesticide treatments.
- d. Summer/Fall (Q3): pesticide treatments on actively growing plants. For 3 years, 67 acres target in each Q3 (total of 201 acres) and 10 acres target in each Q4 (total of 30 acres).
- 2. Potential delays: Chemical treatments are reliant on monsoon rains for grasses to be actively growing. These storms are spatially and temporally variable. A drought year could hinder our progress. Volunteer labor generally slows down during the hot summer season.

15. Collaborative Elements and Partners (0-10 points, 1,000 character max)

- 1. All the acres in the project area are owned by Pima County.
- 2. Collaborative implementation includes technical outreach provided by the Pima County Cooperative Extension and the Pima County Natural Resources Environmental Education program.
- 3. Collaborative implementation with community members who become project volunteers.
- 4. Collaboration with Arizona-Sonora Desert Museum for outreach and volunteer recruitment.

16. Evaluation Plan (0-10 points, 1,000 character max)

- 1. Infestation status, including area and density, will be assessed and updated at the beginning of the project by Pima County staff using mobile GIS tools and photographs.
- 2. Pima County staff will perform follow-up monitoring of mapped chemical and manual treatments to ensure satisfactory performance in achieving total mortality in at least 90% of treated plants.
- 3. Pima County staff will analyze treatment data to ensure that at least 500 acres receive at least one treatment. Cumulative treatment acres will also be tracked if there are any second or third re-treatments in an area.

17. Sustainability Plan (0-10 points, 1,000 character max)

Pima County NRPR staff will continue to monitor the treated acres at least annually for 3-5 years and will target manual pulling efforts in those areas that have new seedlings sprouted. Monitoring assistance and early detection notifications may also be provided by volunteers and the Arizona-Sonora Desert Museum staff. Pima County NRPR also has several staff members certified to perform pesticide treatments who can perform annual treatments on remaining and new plants following completion of the three-year project. NRPR has the capacity to chemically treat via backpack sprayers and long-line hose system that can reach several hundred feet from the roadside. In addition, NRPR can hire a helicopter transport service to deliver supplies to ground crews in backcountry locations. Local contractors may also be hired to assist with monitoring and treatments depending on available internal funding.

Upload Budget Form

2023_IPG Application2_TMP_Project Budget Worksheet (002).docx

Upload Project Overview Map

2023_IPG_Map_TMP_Re-Treatment Needs.pdf

Upload Letters of Support (Optional)

ASDM Letter of Support_2023 IPG App2_TMP_Pima County.pdf

Average Score

of Reviews

0

of Denials

0

Applications: File Attachments

Upload Budget Form

2023_IPG Application2_TMP_Project Budget Worksheet (002).docx

Upload Project Overview Map

2023_IPG_Map_TMP_Re-Treatment Needs.pdf

Upload Letters of Support (Optional)

ASDM Letter of Support 2023 IPG App2 TMP Pima County.pdf

Project: Tucson Mountain Park Invasive Grass Control

Total Project Budget (by expense type)						
Budget Detail	Grant Share (\$ Amount Requested)	<u>Ma</u>	<u>tch</u>	TOTAL		
		Dollars	In-Kind			
Administrative Labor:	\$0	\$3,000	\$0	\$3,000		
Project Labor:	\$0	\$8,897	\$4,770	\$13,667		
Fringe Benefits:	\$0	\$0	\$0	\$ 0		
Travel:	\$0	\$0	\$0	\$ 0		
Equipment:	\$0	\$0	\$0	\$ 0		
Supplies:	\$0	\$0	\$0	\$ 0		
Contractual:	\$135,000	\$0	\$0	\$135,000		
Other:	\$15,000	\$0	\$0	\$15,000		
TOTAL:	\$150,000	\$11,897	\$4,770	\$166,667		

Budget Narrative

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.

GRANT SHARE COMPONENTS:

1. Contractural.

Pima County has Master Agreement (MA) contracts with three companies for backcountry invasive species chemical treatments; preference is given to hiring Tucson Audubon Society (Tucson, AZ). Cost estimates are based on the negotiated prices for labor and travel in the MA contract. Accumulated labor costs include work performed by a Superintendent, crew leads, and spray technicians. Invoices will be processed by Pima County Finance and submitted to DFFM for reimbursement. It costs about \$9,000/week to hire a 4-person Tucson Audubon Society crew.

TAS Crew: \$9,000/week x 15 weeks = \$135,000

2. Other.

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 minims 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.

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.

DOLLAR MATCH COMPONENTS:

1. Administrative Labor.

Pima County NRPR staff, including the Restoration Program Manager and the Invasive Species Program Coordinator, will oversee all administrative aspects, including directing contractors, developing maps, reporting, data QA/QC, data analysis, and organizing volunteer events. This does not include financial accounting and reporting.

Average pay rate (including fringe): $$30.00/hr \times 100 hrs = $3,000$

2. Project Labor.

Pima County NRPR staff, including the Restoration Program Manager, Invasive Species Program Coordinator, and other specialist and technical staff, will complete some pesticide and manual treatments, in addition to preparation and distribution of seedballs, volunteer outreach, and on-the-ground monitoring.

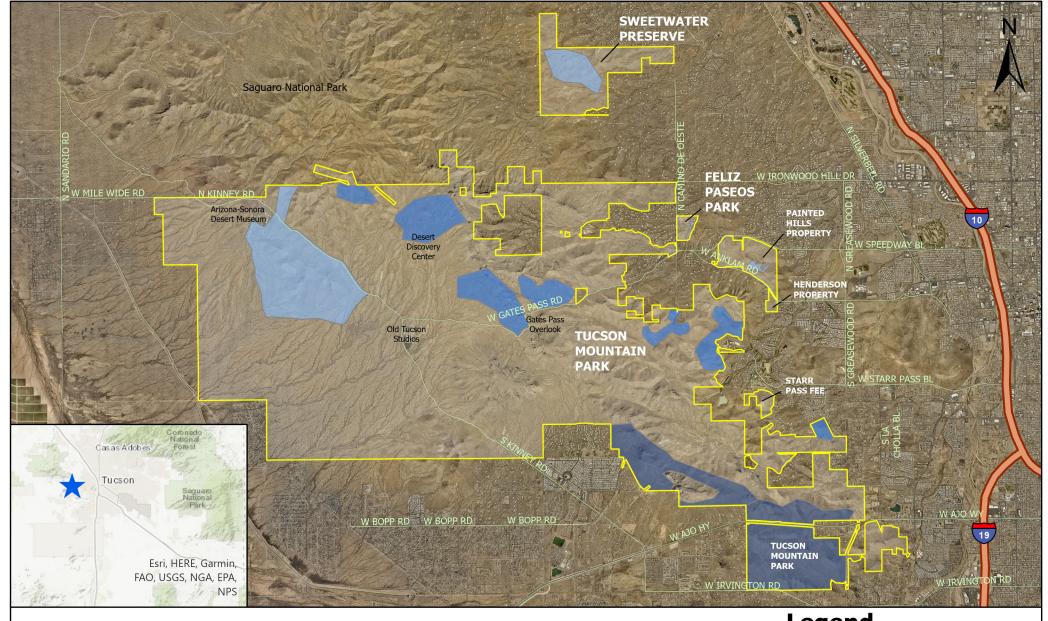
Average pay rate (including fringe): $$26.00/hr \times 342.2 hrs = $8,897$

IN-KIND MATCH COMPONENTS:

1. Project Labor.

Volunteers may contribute to manual treatments, native seed collection, creating seedballs, distributing seedballs, and/or monitoring. A Pima County Cooperative Extension invasive species outreach specialist may provide some technical assistance with volunteer recruitment outreach. Volunteer labor contributions will be based on the national Independent Sector estimated value of volunteer time at the time of each quarterly report date: https://independentsector.org/resource/value-of-volunteer-time/. Currently the estimate is \$31.80/hour. We are expecting an average of 50 hours of volunteer labor per year for 3 years.

Volunteer labor: $$31.80/hr \times 150 hrs = $4,770$



Tucson Mountain Park and Satellite Properties Invasive Species Re-Treatment Needs

Buffelgrass (Cenchrus ciliaris)

Invasive Plant Grant Application July 2023

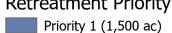


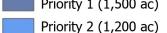
Legend

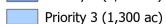
Pima County property boundary



Invested
Treatment Area
Retreatment Priority







ATTACHMENT B (Cover Sheet)

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

Detailed Project Plan 2023 Healthy Forest Initiative Grant Project Tucson Mountain Park Invasive Grass Control

Pima County Natural Resources, Parks & Recreation (NRPR)

Project Scope

This fuels reduction project lies within the boundaries of Pima County's Tucson Mountain Park (TMP) complex. Vegetation in the project area is Sonoran Desert saguaro forests, at elevations ranging from 2,500 to 3,500 ft. Our target species, buffelgrass (*Cenchrus ciliaris*), is a non-native, highly invasive plant that promotes severe wildfire: risking loss of life, property, and unique fire-intolerant Sonoran Desert vegetation. Several years of follow-up treatments are needed in the same location to effectively eradicate buffelgrass and its persistent seed bank. This project will mitigate extreme fire behavior potential of buffelgrass by continuing ongoing treatments across at least approximately 500 acres of infestation where treatments have been occurring for the last couple years. 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.

This project will: contribute to the Biological Goal of Pima County's Sonoran Desert Conservation Plan; target a species on the Arizona Noxious Weeds List; and protect neighboring residential communities including "At-Risk Communities" Tucson Estates and Drexel Heights. The project area has a High to Extreme wildfire threat (AZWRAP tool). This project also addresses buffelgrass suppression priorities outlined in the 2022 Pima County Hazard Mitigation Plan and the 2020 Arizona Forest Action Plan.

<u>Chemical Treatments</u>: Pima County has contracted with three companies to provide backcountry invasive species treatments. Grant funding will be used to hire one or more contractors for chemical treatments. Two to six licensed NRPR staff will also contribute to the chemical treatment efforts. Grant funding will also be used to purchase supplies needed for staff treatments. Buffelgrass plants will be spot sprayed when plants are at least 50% green – the threshold at which herbicide applications become effective, and primarily during the summer monsoon season (Jul-Oct). NRPR staff will monitor precipitation and ground conditions year-round at the project area to determine when and where buffelgrass is chemically treatable. Treatment crews will then be strategically deployed first to the outer edges of infestation areas, then working inwards towards the center of the infestation area.

<u>Manual Treatments</u>: Hand pulling buffelgrass plants will be performed primarily by volunteer crews led by NRPR staff and partner organizations. At least 125 hours of volunteer time 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. Manual pulling will be focused on low density infestation areas or dense patches smaller than 1 acre.

<u>Native Re-seeding</u>: 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 may help cultivate dropped buffelgrass seeds. Volunteers are trained in the preventative measures of minimizing soil disturbance and 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 staff, volunteers, and contractors immediately following manual treatment. Seedballs were previously made by volunteers using seeds and supplies collected from the Pima County Native Plant Nursery. Seedballs will be contributed to the project at no cost value. The species are native to the Tucson Mountains and include: purple threeawn (*Aristida purpurea*), spidergrass (*A. ternipes*), Southwestern pipevine (*Aristolochia watsonii*), desert marigold (*Baileya multiradiata*), cane beardgrass (*Bothriochloa barbinodis*), sixweeks grama (*Bouteloua barbata*), sideoats grama (*B. curtipendula*), desert hackberry (*Celtis pallida*), dalea (*Dalea spp.*), fluffgrass (*Dasyochloa pulchella*), Arizona cottontop (*Digitaria californica*), brittlebush (*Encelia farinosa*), tangelhead (*Heteropogon contortous*), burroweed (*Isocoma tenuisecta*), range ratany (*Krameria erecta*), creosote (*Larrea tridentata*), whiplash pappusgrass (*Pappophorum vaginatum*), blue paloverde (*Parkinsonia floridum*), Parrys penstemon (*Penstemon parryi*), slender poreleaf (*Porophyllum gracile*), desert senna (*Senna covesii*), bristelgrass (*Setaria vulpiseta*), alkali sacaton (*Sporobolus airoides*), False Rhodes grass (*Trichloris crinita*), whitethorn acacia (*Vachellia constricta*), and graythorn (*Ziziphus obtusifolia*).

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. NRPR staff will monitor chemically treated areas within 8 weeks following treatment to assess mortality of buffelgrass patches. If treated patches have less than 90% 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. Treatments occurring within the same week will be assessed altogether. First, an entire treatment area 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. Staff will also use GIS tools to map where green plants persist, either from ineffective initial treatment or from newly sprouted seedlings. Quarterly reporting will include number of absolute acres treated toward the 500 acre-goal and number of acres re-treated to achieve 90% mortality. Final reporting will include the total number of absolute acres treated with at least 90% 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 may also be provided by the NRPR Environmental Education team. Outreach will be focused on the communities adjacent to the project area, and will include presentations for the neighborhood associations, letters to residents, event flyers, brochures, etc. NRPR will also partner with the Arizona Sonora Desert Museum to coordinate outreach efforts.

<u>Sustainability Plan</u>: NRPR will commit its own resources to successive years of IPM within the treatment areas to achieve continued project success. 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 NRPR Invasive Species Strategic Plan.

Project Schedule:

Estimated start date: April 01, 2024 Project Duration: 3 years (12 quarters)

Q1. April – June 2024

- Establish grant and initiative planning efforts.
- Outreach to neighboring communities and coordination with partners.
- Treat 10 acres: via manual pulling and chemical treatments (conditions permitting).
- Native seeding in manually treated areas.
- Submit quarterly report.

Q2. July – September 2024

- Treat 100 acres: via chemical treatments (conditions permitting)
- Submit quarterly report.

Q3. October - December 2024

- Treat 30 acres: via manual pulling and chemical treatments (conditions permitting).
- Native seeding in manually treated areas.
- Monitoring plant mortality / treatment effectiveness.
- Submit quarterly report.

Q4. January – March 2025

- Outreach to neighboring communities and coordination with partners.
- Treat 25 acres: via manual pulling and chemical treatments (conditions permitting).
- Native seeding in manually treated areas.
- Submit quarterly report.

Q5. April – June 2025

- Treat 10 acres: via manual pulling and chemical treatments (conditions permitting).
- Native seeding in manually treated areas.
- Submit quarterly report.

Q6. July - September 2025

- Treat 100 acres: via chemical treatments (conditions permitting)
- Submit quarterly report.

Q7. October - December 2025

- Treat 30 acres: via manual pulling and chemical treatments (conditions permitting).
- Native seeding in manually treated areas.
- Monitoring plant mortality / treatment effectiveness.

• Submit quarterly report.

Q8. January – March 2026

- Outreach to neighboring communities and coordination with partners.
- Treat 25 acres: via manual pulling and chemical treatments (conditions permitting).
- Native seeding in manually treated areas.
- Submit quarterly report.

Q9. April – June 2026

- Treat 10 acres: via manual pulling and chemical treatments (conditions permitting).
- Native seeding in manually treated areas.
- Submit quarterly report.

Q10. July – September 2026

- Treat 100 acres: via chemical treatments (conditions permitting)
- Submit quarterly report.

Q11. October - December 2026

- Monitoring plant mortality / treatment effectiveness.
- Treat 30 acres: via manual pulling and chemical treatments (conditions permitting).
- Native seeding in manually treated areas.
- Submit quarterly report.

Q12. January – March 2027

- Outreach to neighboring communities and coordination with partners.
- Treat 30 acres: via manual pulling and chemical treatments (conditions permitting).
- Native seeding in manually treated areas.
- Submit final report.

<u>Possible delays</u>: lack of adequate rainfall during the monsoon season may narrow the window of opportunity for chemical treatments. Significantly more acreage can typically be treated via chemical methods compared to manual methods, especially across large dense areas.

Project: Tucson Mountain Park Invasive Grass Control

Total Project Budget (by expense type)						
Budget Detail	Grant Share (\$ Amount Requested)	<u>Ma</u>	<u>tch</u>	TOTAL		
		Dollars	In-Kind			
Administrative Labor:	\$0	\$3,000	\$0	\$3,000		
Project Labor:	\$0	\$8,900	\$4,770	\$13,670		
Fringe Benefits:	\$0	\$0	\$0	\$ 0		
Travel:	\$0	\$0	\$0	\$ 0		
Equipment:	\$0	\$0	\$0	\$ 0		
Supplies:	\$3,364	\$0	\$0	\$3,364		
Contractual:	\$133,000	\$0	\$0	\$133,000		
Other:	\$13,636	\$0		\$13,636		
TOTAL:	\$150,000	\$11,900	\$4,770	\$166,670		

Budget Narrative

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.

GRANT SHARE COMPONENTS:

1. Contractural. Pima County has Master Agreement (MA) contracts with three companies for backcountry invasive plant species treatments and monitoring; preference is given to hiring Tucson Audubon Society (Tucson, AZ). Cost estimates are based on the negotiated prices for time and materials in the MA contract. Invoices will be processed by Pima County Finance and submitted to DFFM for reimbursement. With recent rate increases, it now costs about \$9500/week to hire a 4-person Tucson Audubon Society crew.

TAS Crew: \$9500/week x 14 weeks = \$133,000

2. Supplies = \$3,364

Pima County will use grant award dollars to purchase supplies as needed for completing pesticide and manual treatments, such as backpack sprayers and replacement parts, Personal Protective Equipment (PPE) including gloves, face masks, and eye protection, and pesticides and adjuvants. Prices are based on vendor contracts.

4-gallon backpack sprayer: \$390 X 4 units = \$1,560

Gloves: \$3.59/pair X 300 pairs for staff and volunteers = \$1,077

Face masks: \$4.50/box of 10 masks X 20 boxes for staff pesticide treatments = \$90

Eye protection glasses anti-fog: \$10/pair x 6 pairs = \$60

Eye wash station (\$32.99) and eye wash solution 8 oz bottle (\$4.00) = \$36.99

Pesticides: \$112/2.5 gal container concentrate x 4 containers = \$448

Adjuvants: blue dye \$40/container x 1 container = \$40

Defoamer: \$24/bottle X 1 bottle = \$24

Spare parts hardware for backpack sprayers: \$28

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.

3. Other = \$13,636

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 \$13,636. These funds will be used for financial accounting and reporting and overhead expenses such as rent, utilities, etc.

DOLLAR MATCH COMPONENTS:

1. Administrative Labor = \$3,000

Pima County NRPR staff, including the Restoration Program Manager and the Invasive Species Program Coordinator, will oversee all administrative aspects, including directing contractors, developing maps, reporting, data QA/QC, data analysis, and organizing volunteer events. This does not include financial accounting and reporting.

Program Manager pay rate (including fridnge): \$30.20/hr x 30 hours = \$906 Program Coordinator pay rate (including fringe): \$25.85/hr x 81 hours = \$2,094

2. Project Labor = \$8,900

Pima County NRPR staff, including the Restoration Program Manager, Invasive Species Program Coordinator, and other specialist and technical staff, will complete some pesticide and manual treatments, in addition to distribution of seedballs, volunteer outreach, and on-the-ground monitoring. The Pima County Cooperative Extension (PCCE) part-time Outreach Specialist is funded by Pima County for invasive species outreach services; this position will contribute to outreach efforts for this project.

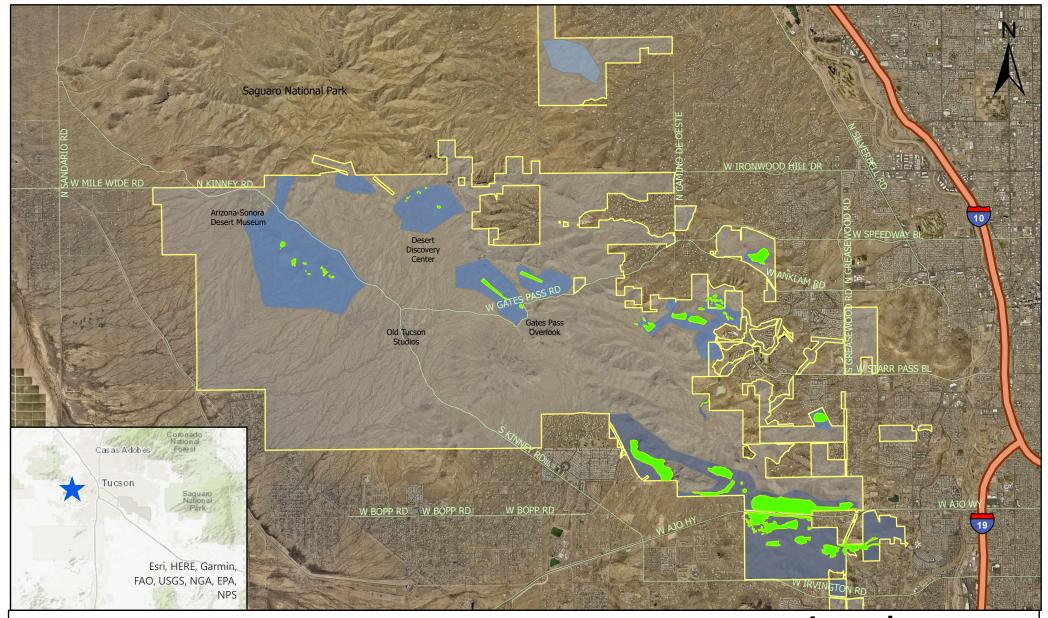
Program Manager pay rate (including fringe): \$30.20/hr x 40 hours = \$1,208 Program Coordinator pay rate (including fringe): \$25.85/hr x 130 hours = \$3,360.5 Program Specialist pay rate (including fringe): \$23.27/hr x 40 hours = \$930.8 Technician pay rate (including fringe): \$19.98 hr x 125 hours = \$2,497.5 Outreach Specialist pay rate (including fringe): \$22.58/hr x 40 hours = \$903.2

IN-KIND MATCH COMPONENTS:

1. In-Kind Project Labor = \$4,770

Volunteers may contribute to manual treatments, native seed collection, creating seedballs, distributing seedballs, and/or monitoring. A Pima County Cooperative Extension invasive species outreach specialist may provide some technical assistance with volunteer recruitment outreach. Volunteer labor contributions will be based on the national Independent Sector estimated value of volunteer time at the time of each quarterly report date: https://independentsector.org/resource/value-of-volunteer-time/. Currently the estimate is \$31.80/hour. We are expecting an average of 50 hours of volunteer labor per year for 3 years.

Volunteer labor: $$31.80/hr \times 150 hrs = $4,770$



Tucson Mountain Park Invasive Grass Control Project Healthy Forest Initiative (HFI) 2023

500 acres Buffelgrass (Cenchrus ciliaris) March 2024



Legend

2 Miles

Pima County property boundary

HFI 2023 Estimated

0.5

Treatment Areas - 500 acres

Invested Recent Treatment Areas

Pima Co. Projects Priority areas

Volunteer Priority Areas



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 nondiscrimination, 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.

ATTACHMENT C

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.

ATTACHMENT C

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.

PUBLICATION REQUIREMENTS

developed as a result of this award.

ACKNOWLEDGEMENT IN PUBLICATIONS. Sub-grantee shall acknowledge Arizona Department of Forestry and Fire Management in any publications, audiovisuals, and electronic media

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. Subgrantees 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.

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

<u>REIMBURSABLE PROJECT EXPENSES</u> – 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:

- <u>Labor (Administrative and Personnel)</u>- 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.
- <u>Contracted Services</u> 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.
- <u>Supplies</u> 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.
- <u>Travel</u> may include mileage reimbursement
 - O 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
 - O 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 Subgrantee 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

<u>ELIGIBLE MATCH</u> – 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.
- <u>In-kind Contributions</u> includes the use of the sub-grantees's 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.
- <u>Volunteer</u> 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

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Name of person completing report:

Submittal Date:

Grant Number:	Grant Award \$:
Project Name:	Award End Date:
Organization:	
County:	DFFM District:
REPORT INFORMA	TION:
Calendar Year:	Calendar Quarter Q1 (Jan-Mar), Q2, Q3, Q4:

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

PLANNED OVER	ALL	ACTUAL				
Project Objectives	Total Project Goal	Previously Reported	+	Current Quarter	=	Cumulative Total
Program-Specific Reportable	s (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.

to the grant and any funds dispulsed to the Sub-g			
Grant Number:			
Organization Name:		Ma	tch %: - Select % -
Total Grant Amount:		Total Match Required	:
Grant Expiration/End Date:		(Grant \$ + Match	\$ = Total Project Cost)
Previous Project Totals (Sum of	all previous reimbursemer	nt requests):	
	Reimbursable Costs	Match	Total
			\$0.00
This Reimbursement Period: (Period Start / End dates)		
Item	Reimbursable Costs	Match	Total
Administration			\$0.00
Personnel			\$0.00
Contracted Services			\$0.00
Supplies			\$0.00
			\$0.00
			\$0.00
			\$0.00
Volunteer time	N/A		\$0.00
In-Kind Contributions	N/A		\$0.00
Total:	\$0.00	\$0.00	\$0.00
FOR DFFM USE ON	iLY		
Cumulative Project Totals (This p	eriod request added to all I	orevious reimbursement	requests):
	Reimbursable Costs	Match	Total
	\$0.00	\$0.00	\$0.00
*As long as the Cumulative MATCH meets the rec (provided all items are properly documented and		ent Period's REIMBURSABLE	amount should qualify for payment
(provided an items are properly adealitemed and	all other requirements are most,		
Authorized Signature		Title	Date
SIGNATURE LINE STATEMENT (Required for Pro By signing the "Grant Reimbursement Form", the All work performed on this grant/project was complesheets submitted are in fact for work completed on and volunteer hours are being tracked, with suppor NOTE: Reimbursements may take 60-90 days	he signing agent is verifying the eted in conformance with all app this project. All charges have be	licable laws and established p en reviewed and verified by a	-

Reimbursement Request - Fillable / Rev. 10.2021