

Landowner Agreement No: F15AC00XXX

Cost Structure: FF02EAAZ00

**PARTNERS FOR FISH AND WILDLIFE PROGRAM  
LANDOWNER AGREEMENT**

This Landowner Agreement (Agreement), dated January 4, 2016, between Pima County, a body politic and corporate ("Landowner") and the U.S. Fish and Wildlife Service (USFWS) is entered into pursuant to 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, on Pima County fee title lands within Pima County and delineated further in Exhibit A.

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 January 4, 2026. 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 Landowner 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 \$65,000.

**Landowner:**

The Landowner or its 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 Landowner 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 or must allow the habitat restored under this award to remain in place without interference. 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. Technical advice and support will be provided by participating agencies in the application for the permit(s). 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 prior to accessing the Landowner's property to implement the project described in Exhibit A, and to 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.

**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.



I, the Landowner, consent to having spatial information about this project shared with other conservation cooperators.



I, the Landowner, do NOT wish to have any spatial information about this project shared with other conservation cooperators.

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**Signatures:**

**FOR PIMA COUNTY (THE LANDOWNER):**

\_\_\_\_\_  
Sharon Bronson, Chair, Board of Supervisors  
Pima County

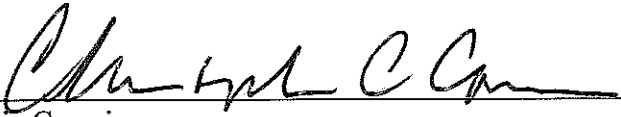
\_\_\_\_\_  
Date

ATTEST:

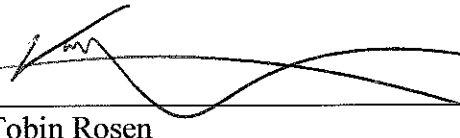
\_\_\_\_\_  
Robin Brigode  
Pima County Clerk of Board

\_\_\_\_\_  
Date

Approved as to Content:

  
\_\_\_\_\_  
Chris Cawein  
Pima County Natural Resources, Parks and Recreation

Approved as to Form:

  
\_\_\_\_\_  
Tobin Rosen  
Civil Deputy Pima County Attorney

**FOR THE U.S. FISH AND WILDLIFE SERVICE:**

\_\_\_\_\_  
Kris Randall, USFWS Partners for Fish and Wildlife Program Biologist

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steve Spangle, Arizona Ecological Services Field Supervisor

\_\_\_\_\_  
Date

## **EXHIBIT A**

The habitat improvements described below are agreed to by Pima County, Natural Resources, Parks and Recreation, the USFWS, in a Landowner Agreement dated January 4, 2016.

### **Description of Habitat Improvement Project and Objectives:**

There will be five (5) projects conducted under this agreement:

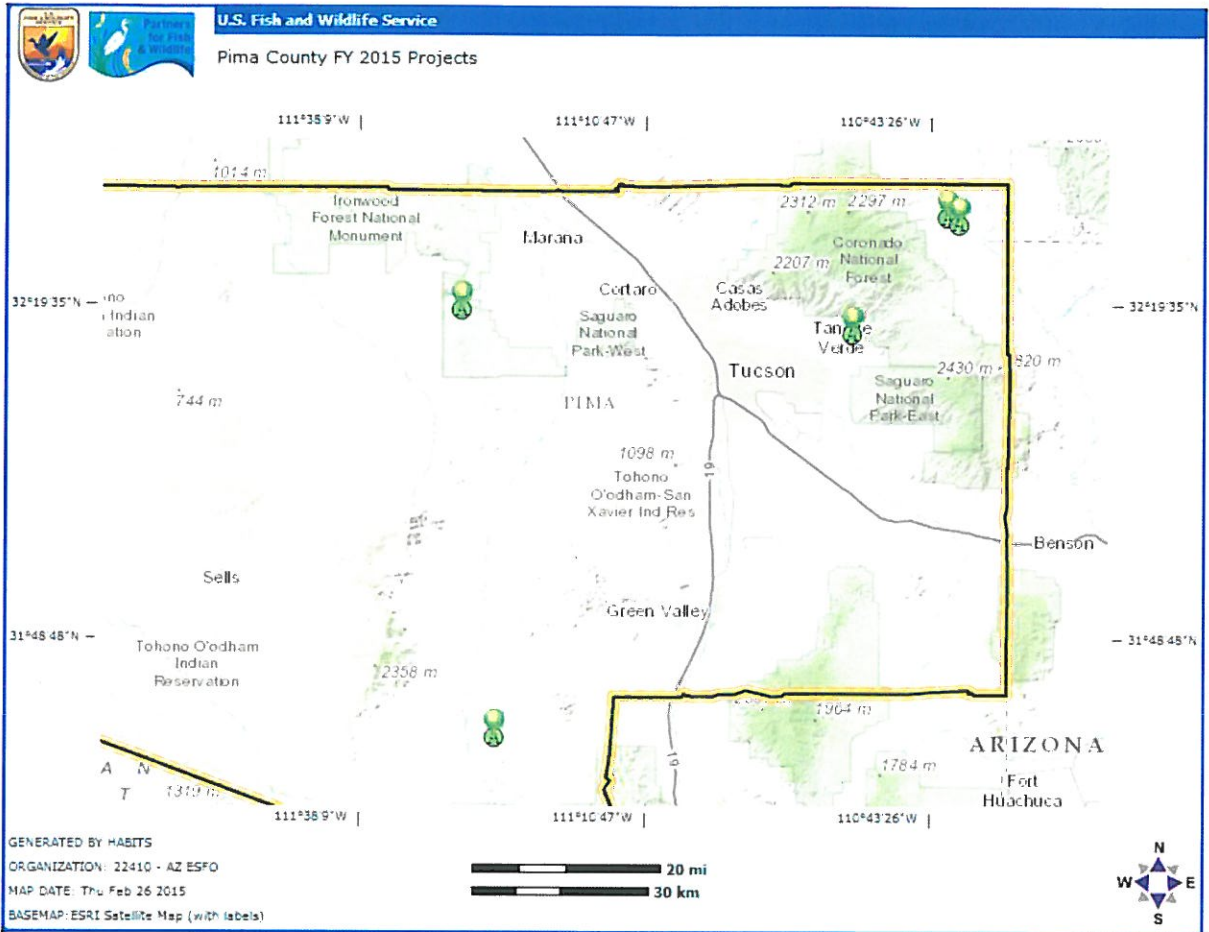
- Lord's Ranch Wildlife Waters
- Las Guijas Mine Protection
- 6 Bar Ranch Erosion Control
- M Diamond Ranch Enhancement
- Agua Caliente Pond Enhancement

The proposed project objectives are:

- Install a solar well and wildlife drinkers for year-round wildlife habitat and watchable viewing opportunities at Lord's Ranch.
- Protect a maternity bat roost by installing a mine gate, fencing, signage, and limiting access to the site.
- Install erosion control structures to address impacts to Edgar Canyon riparian area caused by previous unauthorized land alterations.
- Remove old ranching structures that are wildlife hazards in the riparian bottom of Edgar Canyon.
- Enhance watchable wildlife viewing opportunities on rehabilitated ponds.

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

The SDCP gives high priority to preserving and protecting important natural resources. Growth is directed to areas with the least natural, historic, and cultural resource values. The Plan is not about whether Pima County continues to grow; it is about where the county grows.



Pima County is outlined in Arizona. The five projects are identified with green “a” markers.

**Acres Improved**

Project Summary	Restoration	Enhancement	Establishment	Total
Upland Acres		11.38		11.38
Wetland Acres		57.2		57.2
Stream Channel Miles				
Shoreline Miles				
Other Structures		1		1

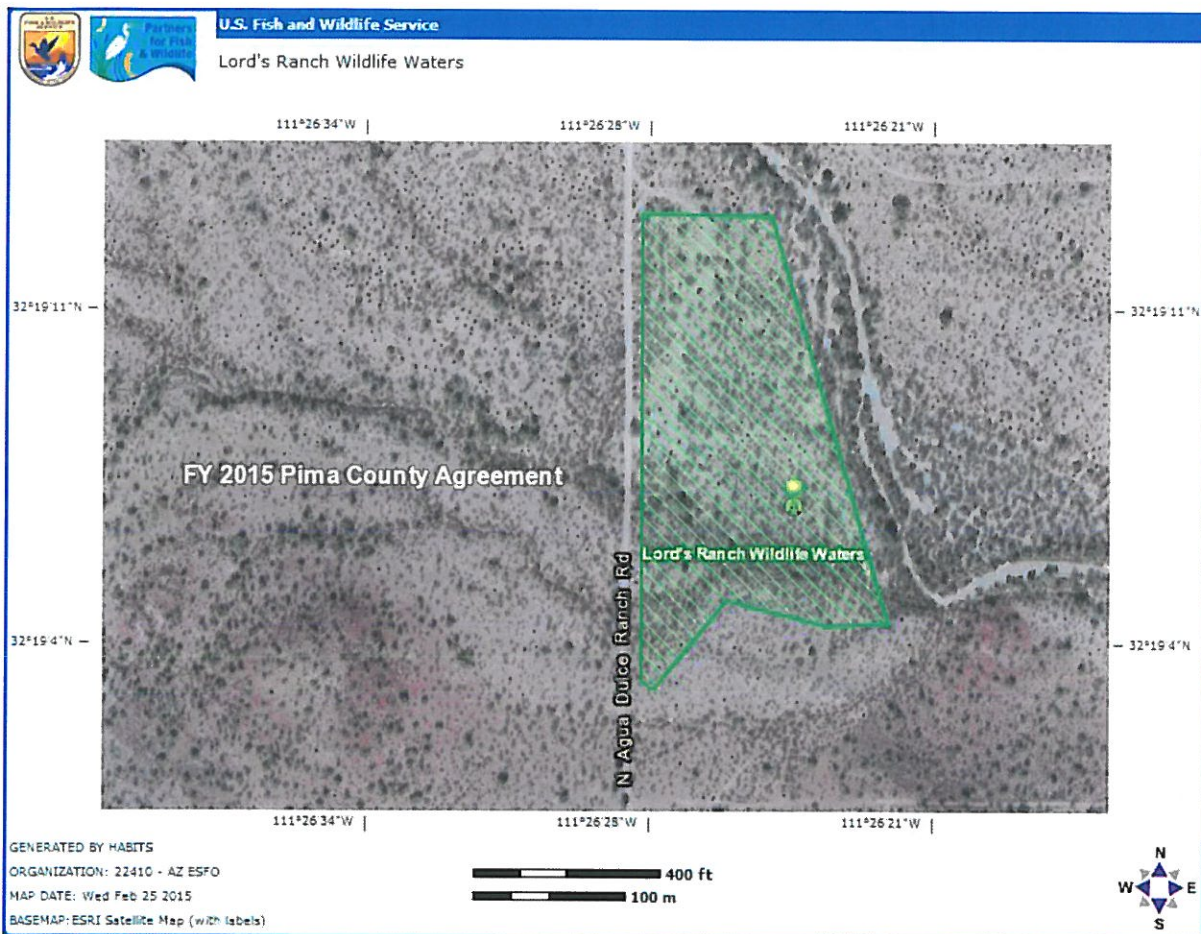
**Lord’s Ranch Wildlife Waters**

Pima County acquired Lord’s Ranch in 2003. The 640 acre parcel was a private inholding within the Ironwood Forest National Monument. The property was acquired for diverse wildlife values and as potential mitigation lands for the cactus ferruginous pygmy owl (*Glaucidium brasilianum cactorum*). The site lies about 12 miles west of Sandario Road and south of Avra Valley Road within Township 13S, Range 9E, Section 9. Lord’s Ranch is located within the Arizona Partners Program Altar Valley focus area.



The site has been managed as open space lands and no development or use of the property has occurred since acquisition. NRPR routinely monitors the property. Within the past 4 years NRPR staff has heard indications of cactus ferruginous pygmy owl presence during calling surveys conducted on site. A previous Partner for Fish and Wildlife Agreement addressed the significant buffelgrass expansion at Lord's Ranch.

There is no dependable water source around Lord's Ranch for 2 to 3 miles. This project would improve the wildlife corridor by installing permanent wildlife waters. The existing well at the old homestead would be converted to a solar powered pump, installing a storage tank, and installing wildlife drinkers in locations that would minimize potential vandalism concerns. The wildlife drinkers would be bat friendly. Additional invasive species work would occur around the old homestead site.

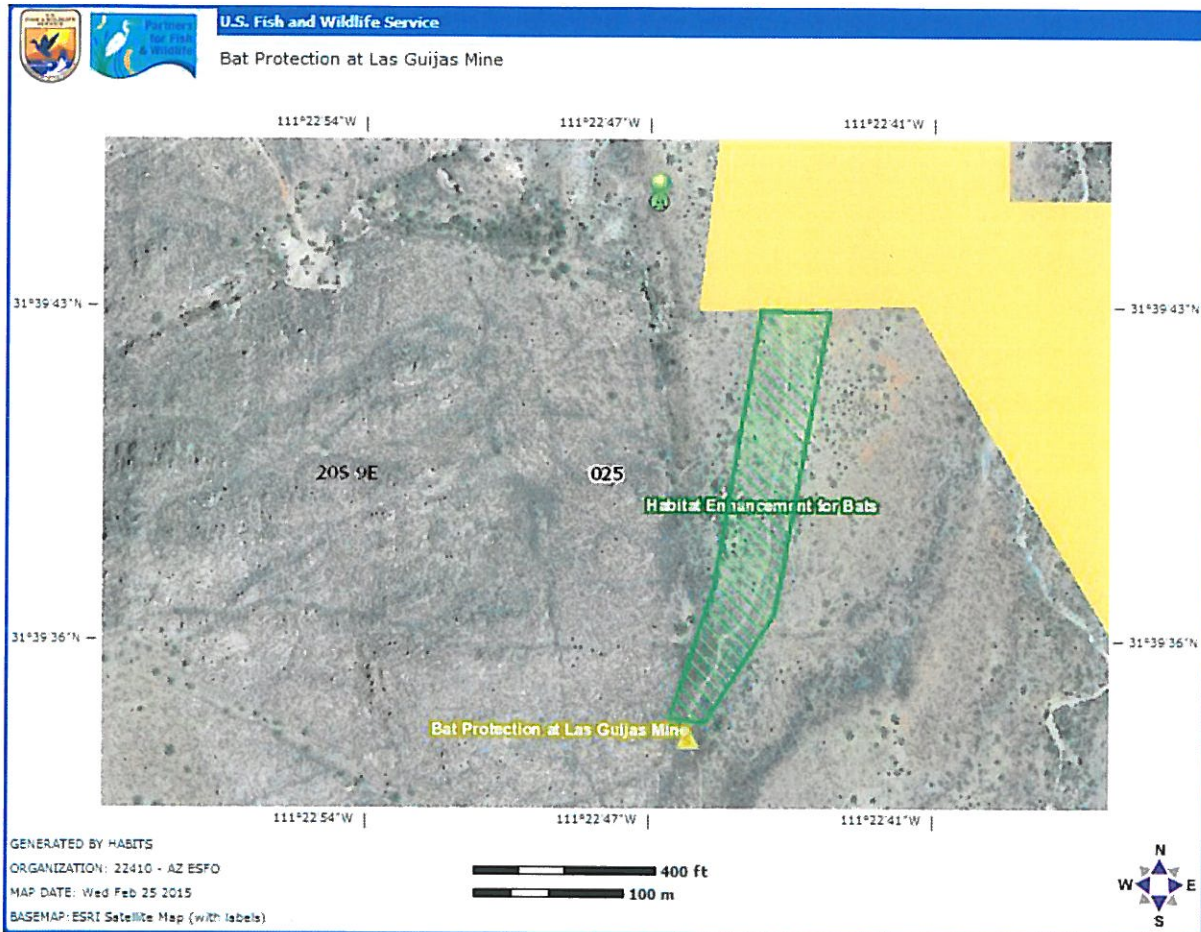


Lord's Ranch Wildlife Waters. Located in Township 13S, Range 9E, Section 9.

### Las Guijas Mine Protection

The Las Guijas Mine is located approximately 60 miles south of Tucson, Arizona in Township 20S, Range 9E, Section 25. The mine was originally worked prior to 1900 for gold and silver, and intermittently since World War I for tungsten. The Las Guijas Mine is located within the Arizona Partners Program Altar Valley focus area

Several species of bats have been recorded at the Las Guijas mine including Townsend's big-eared bat, cave myotis, fringed myotis, and western pipistrelle. It is possible that Mexican free-tailed bats are also using the mine. The Las Guijas mine is a very large maternity roost for cave myotis bats. The project will protect the roost by fencing and posting mine hazard signage on the access to the mine shaft complex. Additionally 3 bat gates will be installed over the shafts/adits. An access road to the mine will be closed and obliterated to improve habitat.



Las Guijas Mine located within Township 20S, Range 9E, Section 25. Bureau of Land Management properties are marked in yellow on the map. Work will only occur on Pima County owned Lands.

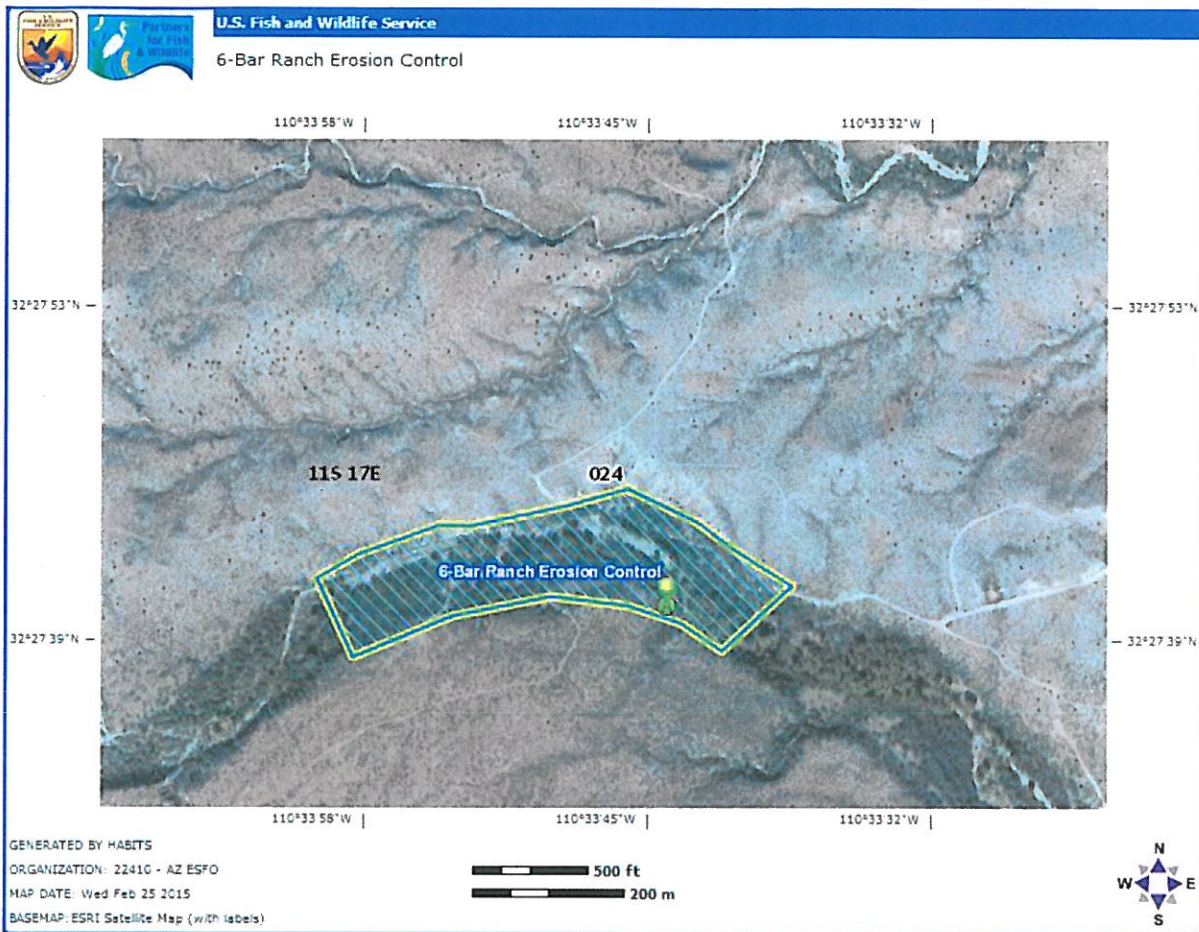
### **Six-Bar Ranch Erosion Control**

The Six-Bar Ranch is located northwest of the A-7 Ranch, along Edgar Canyon and adjacent to Buehman Canyon - two major tributaries to the San Pedro River. Both are located within the Sonoran Desert Conservation Plan (SDCP); developed to help guide growth and the utilization of the area's unique natural resources. Open-space bonds were used to purchase the ranches in 2004 and 2006. Pima County now manages both properties. The Six-Bar Ranch is located within the Arizona Partners Program San Pedro/Santa Cruz focus area.



The Six-Bar Ranch is located in the lower San Pedro River Valley and is composed of rugged uplands along the eastern flanks of the Catalina Mountains, alternating with narrow, incised valleys formed by generally east trending tributary washes draining into the San Pedro River. The property contains important stands of cottonwoods, sycamore, hackberry and ash trees along the Edgar Canyon drainage, along with intermittent streams and springs, and limestone outcrops. The uplands contain dense stands of saguaros in many places. The property contributes to the conservation of several Priority Vulnerable Species, including Lowland leopard frog, Lesser long-nosed bat, Mexican long-tongued bat, Western red bat, and the Giant spotted whiptail. Fish and frogs have been reported in Edgar Canyon. The location of the property between the Catalina and Galiuro Mountains provides for a corridor of open lands for wildlife movement back and forth between the mountain ranges.

This project will address erosion concerns in Edgar Canyon. Unauthorized stream channelization work occurred within Edgar Canyon and caused some erosion issue. This project will improve the area hydrology and vegetation through low tech erosion control structures and planting native vegetation. Small-scale erosion control structures will stabilize degrading arroyos as they drain into Edgar Canyon and address issues in the active stream channel as well. Erosion control structures, also called one rock dams, are constructed of several parallel rows of rocks placed on the channel bed at right angles to the planned direction of flow. One rock dams are only one rock deep, but several rows wide. These erosion control structures have been used throughout the state of Arizona with good success.



6-Bar Ranch Erosion Control located in Township 11 S, Range 17E, Section 24.

### **M Diamond Ranch Enhancement**

The M Diamond Ranch is located near the 6-Bar Ranch. The M Diamond Ranch is also located within the Arizona Partners Program San Pedro/Santa Cruz focus area. There are old structures within the bottom of Edgar Canyon that are a wildlife hazard. The proposed project would remove the old wood corrals, livestock holding pen, and 6-8 strand barbed wire fence in the riparian bottom of Edgar Canyon. Wildlife friendly drift fencing would be constructed in the riparian bottom and used as a livestock exclosure to reduce trespass livestock use.



M Diamond Ranch Enhancement located in Township 11S, Range 18E, Section 30.

### **Agua Caliente Pond Enhancement**

Agua Caliente, is a unique 101-acre park with a perennial warm spring. An artificial stream historically linked together three ponds within the park. The ponds are fed by spring water and support diverse wildlife and fish populations. The spring flow fluctuates during the year—at various times and from year to year due to drought. Occasionally visitors may see the lower ponds dry. The County is actively engaged in ensuring permanent water for the ponds into the future as the natural spring becomes more unreliable. It is anticipated that the County will be investing well over a million dollars on rehabilitation of the water sources and pond system at Agua Caliente Park over the next five years. Human habitation around the pond system has been found to date back about 5,500 years.

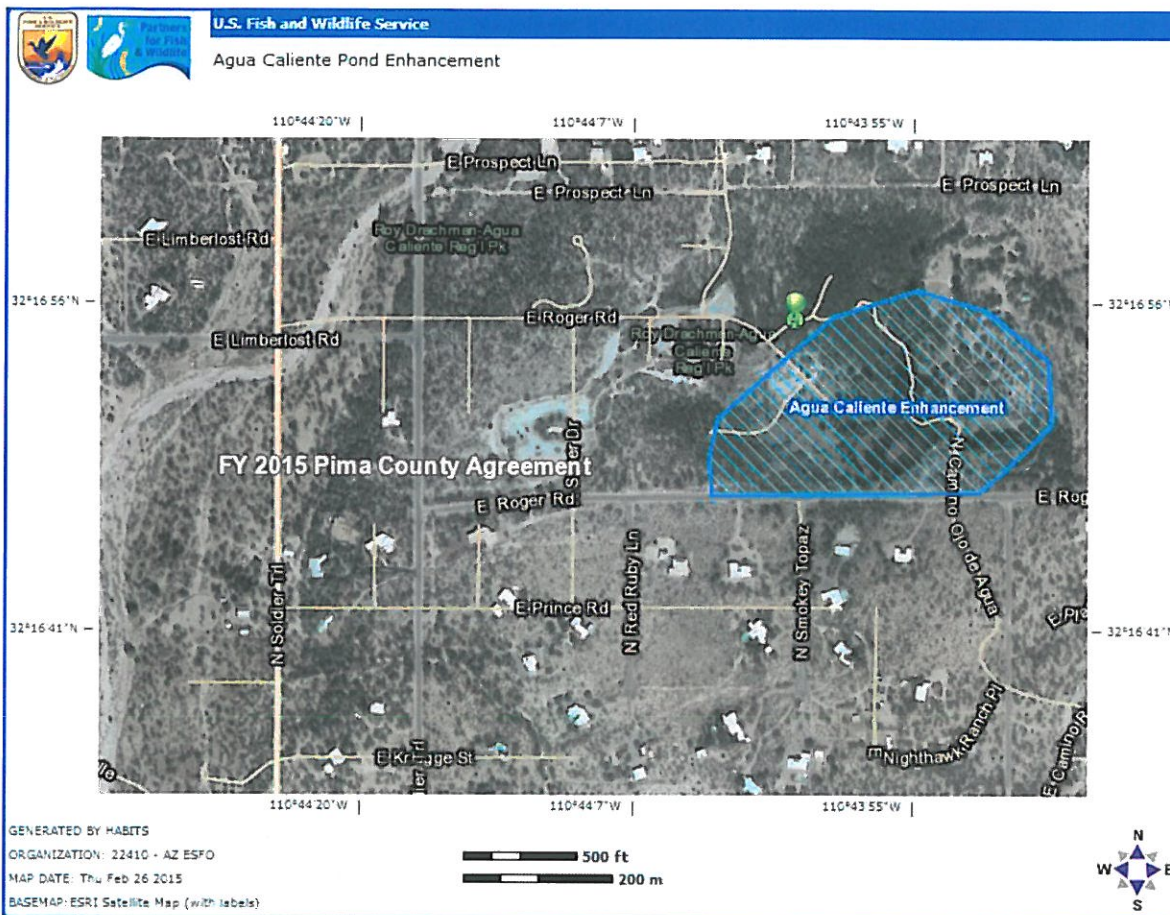
Agua Caliente Park is located on the far eastern side of Tucson and is located within the Arizona Partners Program San Pedro/Santa Cruz focus area. In 1873, a ranch and health resort was developed to promote the curative properties of the warm springs. The ranch bunkhouse, which dates back to the 1920s, was used by ranch hands.

Improvements have added the modern conveniences without eliminating the historical aspects of the park, including a paved entry drive, parking lot and sand topped paved trails designed to blend with the surrounding ground surface.

Interpretive signs explaining the geology and history of the warm spring and the natural and human history of the site are installed throughout the park. The entry gates and interpretive sign supports were produced as part of the public art component of the park development. The ranch house, caretaker cottage, now known as Rose Cottage, and the bunk house have been restored. The ranch house depicts the home as it may have appeared in the 1920s. In addition, there are historic photos of the ranch and an art gallery that exhibits art by local artists on a rotating basis.

With 80 percent of the U.S. population currently residing in urban communities, we must ensure our natural resources are conserved and valued by all American people. The future of wildlife conservation depends on engaging this audience,' said Service Director Dan Ashe. The Agua Caliente Park located in Tucson, Arizona receives 190,000 visitors a year. This project will support local, community-based projects that protect and restore the places that fish and wildlife need while engaging new communities. Agua Caliente is currently considered by many as one of the top five birding sites in Tucson basin. It is also known as one of the few dependable sites to locate or capture yellow bats. The project will enhance diverse watchable wildlife viewing opportunities on the rehabilitated pond features. New interpretive signage, pathways, invasive/non-native species removed and wildlife food/cover structures plantings will be installed at Agua Caliente Park.





Agua Caliente Park located at the corner of North Solider Trail and East Roger Road in Tucson, Arizona. Township 13S, Ranch 16E, Section 20.

If one of the above mentioned projects is unable to be completed, Pima County 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.

**USFWS will:** review in a timely manner project plans, including redirecting the work effort if the plans do not address critical programmatic issues. The USFWS will conduct periodic project review meetings to ensure adequate progress and that the work is accomplishing the project goals and objectives. The USFWS will help redirect work or shift work if needed. The USFWS will serve as a scientific/technical liaison between the Landowner and other programs.

**The Landowner will:** provide the land for restoration. Pima County will contract with a certified archaeologist to perform cultural resource surveys of all land where ground disturbing work will occur. Pima County will submit these reports to the USFWS for submission to the State Historic



Presevation Office. Pima County will complete the work or hire competent and certified contractors to do the work.

**Budget Table:**

Object Class Categories <sup>a</sup>	Partners				
	Landowner	USFWS Partners Program	USFWS Other Programs	Other Non-USFWS	Totals
Personnel	\$6,500.00	\$19,000.00	\$	\$	\$25,500.00
Fringe benefits	\$	\$	\$	\$	\$
Travel	\$1,000.00	\$7,000.00	\$	\$	\$8,000.00
Equipment	\$3,000.00	\$8,500.00	\$	\$	\$11,500.00
Supplies	\$1,500.00	\$21,500.00	\$	\$	\$23,000.00
Contractual	\$	\$9,000.00	\$	\$	\$9,000.00
Indirect	\$23,796.00	\$	\$	\$	\$23,796.00
Other	\$	\$	\$	\$	\$
<b>Totals</b>	<b>\$35,796.00</b>	<b>\$65,000.00</b>	<b>\$</b>	<b>\$</b>	<b>\$100,796.00</b>

<sup>a</sup> The total cost-share by the USFWS and the Landowner must remain the same, however allocations by category may be redistributed upon prior approval by the USFWS.

**Budget Narrative:**

The budget includes funds to complete projects at Lord's Ranch, Las Guijas Mine, 6-Bar Ranch, M Diamond Ranch, and Agua Caliente Park. Before work may begin at cultural clearance may need to be conducted at each site. If a survey is required, the survey will be contracted out by Pima County to a certified archaeologist. Archaeologists on staff at Pima County will coordinate this process and their time is accounted for in the Landowner match column.

No equipment with a per unit cost of more than \$5,000.00 will be purchased with Partner's funds under this Agreement. However, Pima County owned equipment will be used during the installation of the projects.

The majority of the budget is expected to be spent on supplies and personnel for the projects. Examples of items that may be purchased for the project include fencing materials, solar panels, 1,000 gallon storage tank, pipe, pond liner, blinds, seating, and native vegetation. Travel to and from project sites for personnel is included in the budget.

Pima County anticipates contributing \$12,000 as cost-share for the project. Additionally, Pima County is not charging their Negotiated Indirect Rate of 36.61% to the project and is using this savings as cost-share for the agreement. Many items like equipment and supplies that Pima County already owns will be used on these projects and are not figured into this cost estimate. The cost-share that Pima County is providing is probably much higher.

### Application for Federal Assistance SF-424

**\* 1. Type of Submission:**

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

**\* 2. Type of Application:**

- ☒ New  
☐ Continuation  
☐ Revision

**\* If Revision, select appropriate letter(s):**

**\* Other (Specify):**

**\* 3. Date Received:**

3/18/15

**4. Applicant Identifier:**

**5a. Federal Entity Identifier:**

**5b. Federal Award Identifier:**

**State Use Only:**

**6. Date Received by State:**

**7. State Application Identifier:**

**8. APPLICANT INFORMATION:**

**\* a. Legal Name:**

Pima County

**\* b. Employer/Taxpayer Identification Number (EIN/TIN):**

866000543

**\* c. Organizational DUNS:**

0744779690000

**d. Address:**

**\* Street1:**

97 E Congress Street

**Street2:**

3rd Floor

**\* City:**

Tucson

**County/Parish:**

Pima

**\* State:**

AZ: Arizona

**Province:**

**\* Country:**

USA: UNITED STATES

**\* Zip / Postal Code:**

85701-1794

**e. Organizational Unit:**

**Department Name:**

Natural Resources

**Division Name:**

Parks and Recreation

**f. Name and contact information of person to be contacted on matters involving this application:**

**Prefix:**

Mr.

**\* First Name:**

Kerry

**Middle Name:**

**\* Last Name:**

Baldwin

**Suffix:**

**Title:**

**Organizational Affiliation:**

**\* Telephone Number:**

520-877-6161

**Fax Number:**

**\* Email:**

Kerry.Baldwin@pima.gov

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

US Fish and Wildlife Service

**11. Catalog of Federal Domestic Assistance Number:**

15.631

CFDA Title:

Partners for Fish and Wildlife

**\* 12. Funding Opportunity Number:**

F15AS00004

\* Title:

The Partners for Fish and Wildlife Program

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

Pima County Habitat Improvement FY 2015

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424****16. Congressional Districts Of:**\* a. Applicant \* b. Program/Project 

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**\* a. Start Date: \* b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="65,000.00"/>
* b. Applicant	<input type="text" value="35,796.00"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="100,796.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title: \* Telephone Number:  Fax Number: \* Email: 

\* Signature of Authorized Representative:



\* Date Signed:

### ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 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 (0348-0040), 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.**


**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.



9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE DIRECTOR
APPLICANT ORGANIZATION PINA COUNTY NAT'L RESOURCES, PARKS & REC.	DATE SUBMITTED 3/19/15

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APPROVED AS TO FORM

Deputy County Attorney

TOBIN ROSEN

# BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006  
Expiration Date: 06/30/2014

## SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Partners for Fish and Wildlife	15.631	\$	\$	\$ 65,000.00	\$ 35,796.00	\$ 100,796.00
2.						
3.						
4.						
5. Totals		\$	\$	\$ 65,000.00	\$ 35,796.00	\$ 100,796.00

# SECTION B - BUDGET CATEGORIES

6. Object Class Categories	(1)	(2)	(3)	(4)	Total (5)
	GRANT PROGRAM, FUNCTION OR ACTIVITY				
	Partners for Fish and Wildlife				
a. Personnel	\$ 19,000.00	\$ 6,500.00	\$	\$	\$ 25,500.00
b. Fringe Benefits					
c. Travel	7,000.00	1,000.00			8,000.00
d. Equipment	8,500.00	3,000.00			11,500.00
e. Supplies	21,500.00	1,500.00			23,000.00
f. Contractual	9,000.00				9,000.00
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)	65,000.00	12,000.00			\$ 77,000.00
j. Indirect Charges		23,796.00			\$ 23,796.00
k. TOTALS (sum of 6i and 6j)	\$ 65,000.00	\$ 35,796.00	\$	\$	\$ 100,796.00
7. Program Income	\$	\$	\$	\$	\$

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. Partners for Fish and Wildlife	\$ 35,796.00	\$	\$	\$	\$ 35,796.00
9.					
10.					
11.					
12. TOTAL (sum of lines 8-11)	\$ 35,796.00	\$	\$	\$	\$ 35,796.00

SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 65,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00
14. Non-Federal	\$ 35,796.00	\$ 8,949.00	\$ 8,949.00	\$ 8,949.00	\$ 8,949.00
15. TOTAL (sum of lines 13 and 14)	\$ 100,796.00	\$ 23,949.00	\$ 23,949.00	\$ 23,949.00	\$ 28,949.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)				
	(b) First	(c) Second	(d) Third	(e) Fourth	
16. Partners for Fish and Wildlife	\$	\$	\$	\$	\$
17.					
18.					
19.					
20. TOTAL (sum of lines 16 - 19)	\$	\$	\$	\$	\$

SECTION F - OTHER BUDGET INFORMATION	
21. Direct Charges:	22. Indirect Charges: \$23,796.00

23. Remarks:	Pima County NICRA Rate is 36.61%. Pima County will apply indirect costs as voluntary cost-share.
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