



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

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: April 7, 2020

*\* = Mandatory, information must be provided*

or Procurement Director Award ☐

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

Arizona Department of Forestry and Fire Management

**\*Project Title/Description:**

AzDFFM Invasive Plant Program

**\*Purpose:**

Eradication of nonnative plant species within the State of Arizona, specifically; inspection, treatment and necessary re-treatment of 8,500 acres within Pima County.

Indirect costs are recovered at the 10% de minimis rate on Modified Total Direct Costs.

**\*Procurement Method:**

Not Applicable

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

Treatment and re-treatment of 8,500 acres over the period of performance

**\*Public Benefit:**

Eradication of invasive plant species leading to preservation of native species diversity and a concomitant reduction in the catastrophic fire and flood hazards that these plants can cause.

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

Quarterly reports to grantor include weed management plans, seasonal weed control lists and GIS records of areas treated.

**\*Retroactive:**

No

**Contract / Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_

Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Prior Contract Number (Synergen/CMS): \_\_\_\_\_

☐ Expense Amount: \$\* \_\_\_\_\_ ☐ Revenue Amount: \$ \_\_\_\_\_**\*Funding Source(s) required:**Funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No**If Yes, is the Contract to a vendor or subrecipient?** \_\_\_\_\_Were insurance or indemnity clauses modified? ☐ Yes ☐ No*If Yes, attach Risk's approval.*Vendor is using a Social Security Number? ☐ Yes ☐ No*If Yes, attach the required form per Administrative Procedure 22-10.***Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ \_\_\_\_\_Is there revenue included? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_**\*Funding Source(s) required:**Funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_**Grant/Amendment Information** (for grants acceptance and awards) ☒ Award ☐ Amendment

Document Type: GTAW Department Code: FC Grant Number (i.e., 15-123): 20\*103

Effective Date: Final signature Termination Date: 3/31/2022 Amendment Number: \_\_\_\_\_

☒ Match Amount: \$ 340,000.00 ☒ Revenue Amount: \$ 340,000.00**\*All Funding Source(s) required:** State of Arizona, Department of Forestry and Fire Management**\*Match funding from General Fund?** ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_**\*Match funding from other sources?** ☒ Yes ☐ No If Yes \$ 340,000.00 % \_\_\_\_\_**\*Funding Source:** RFCD tax levy**\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

No Federal funds

Contact: Jennifer Becker

Department: Flood Control

Telephone: 724-4657

Department Director Signature/Date: Sydney ShieldsDeputy County Administrator Signature/Date: [Signature] 4/2/2020County Administrator Signature/Date: C. R. [Signature] 4/2/2020

(Required for Board Agenda/Addendum Items)

**Arizona Department of Forestry and Fire Management**  
**Grant Agreement No. IPG 19S-710**  
**Invasive Plant 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 Regional Flood Control District (DUNS #07-447-7969)**, 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 nonnative species eradication projects within the State of Arizona.

The objective of this funding is to assist other state agencies, cities, towns, counties, Indian tribes, other political subdivisions of this state, and nonprofit organizations with nonnative invasive species eradication projects. 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. PROGRAMATIC 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 **March 31, 2022** unless otherwise terminated or modified pursuant to the terms herein.

**V. COMPENSATION AND MATCHING INVESTMENT**

Grant funds may be utilized for up to **50%** of the total cost of this program.

A contribution by the Sub-grantee for an additional **Cost Share Match of 50%** 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 \$340,000.00**.

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

## **VI. ELIGIBLE COSTS**

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

Purchase of Capital Equipment (equipment costing more than \$5,000 per unit price) is **NOT allowed** under this agreement.

## **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. Performance reports shall follow the format identified in Attachment E or as may be revised by State Forestry. Reports will contain information on the following: (1) A comparison of actual accomplishments to the goals established for the period and for the entire program or project, (2) Output of the project that can be readily expressed in numbers, such as acres of forest treatment, number of citizens served, or other similar activities. A computation of

cost per unit of output may be required where applicable, (3) Reason(s) for delay if established goals were not met. (4) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

Financial/Reimbursement requests may be submitted quarterly or more often if necessary. Reimbursement requests shall follow the format as identified in Attachment E or as may be revised by State Forestry.

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 end of grant term.

GIS (Geographic Information System) polygon data is required prior to project start date and at the time of final accomplishment report submission. Data files (Shapefile, 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).

All accomplishment and financial reports shall be submitted to the State Forestry contact as identified below in Section XII (NOTICES)

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. 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 Fiscal Contact:**

Marjorie (Maggie) Crowdes, CPA, Division Manager  
Pima County Grants Management & Innovation Department (GMI)  
130 W. Congress, 4<sup>th</sup> Floor  
Tucson, AZ 85701  
520-724-7949  
maggie.crowdes@pima.gov

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

Jennifer Becker, Principal Hydrologist  
Pima County Regional Flood Control District  
201 N. Stone Avenue, 9<sup>th</sup> Floor  
Tucson, AZ 85701  
520-724-4657  
jennifer.becker@pima.gov

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

Willie Sommers, Invasive Plant Program Coordinator  
1110 W. Washington, Suite 100  
Phoenix, AZ 85007  
602-771-1405  
wsommers@dffm.az.gov

## **XII. 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 or sent by United States Mail, postage prepaid, to the parties at their respective addresses as set forth immediately below:

<b><u>STATE FORESTRY</u></b>	<b><u>SUB-GRANTEE</u></b>
John Richardson Forestry Programs Administrator Arizona Department of Forestry and Fire Management 1110 West Washington, Suite 100 Phoenix, AZ 85007 602-771-1420 jrichardson@dffm.az.gov	Suzanne Shields, P.E. Director Pima County Regional Flood Control District 201 N. Stone Avenue, 9 <sup>th</sup> Floor Tucson, AZ 85701 520-724-4600 suzanne.shields@pima.gov

### **XIII. 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.

### **XIV. 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.

### **XV. 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 Invoice Format

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

<b><u>STATE FORESTRY</u></b>  Arizona Department of Forestry and Fire Management 1110 West Washington, Suite 100 Phoenix, AZ 85007	<b><u>ACCEPTED BY SUB-GRANTEE</u></b>  Pima County Regional Flood Control District 201 N. Stone Avenue, 9 <sup>th</sup> Floor Tucson, AZ 85701
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\_\_\_\_\_  
Signature

**Arizona State Forester**

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

  
\_\_\_\_\_  
Signature

Suzanne Shields

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

Date: 4/1/2020

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

Approved as to form:



Kell Olson, Deputy County Attorney



**ATTACHMENT A**

**Project Application  
(Cover Sheet)**

# Pima County - AZDFFM Invasive Plant Program Application

**Profile :** dorothee.harmon@pima.gov

**1. Application/Project Title :** Pima County - AZDFFM Invasive Plant Program Application

**2. Organization Name :** Pima County: Departments of Natural Resources, Parks and Recreation (NRPR) and Regional Flood Control District (RFCD)

**3. Program/Project Congressional District (check all that apply) :**

1

2

3

**4. Program/Project Legislative District (check all that apply) :**

2

3

4

9

10

11

14

**5. Acres to be Treated (#) :** 11,500.00

**6. Project Area / Need :** Thousands of acres in Pima County (PC) are covered in flammable buffelgrass and other invasive plants that decrease the value of wildlife habitat and increase the risks of catastrophic fires and floods. This grant will intensify our ongoing effort to reduce and control buffelgrass, tamarisk and other invasive weed species (listed on the USDA Forest Service and Arizona noxious weeds lists) on County-managed land. This grant request is for \$440,000 and will target 11,500 acres including the Cienega Creek Preserve, Paseo de las Iglesias, and Arroyo Chico and other sites with existing management plans as well as new areas (see map). The PC Regional Flood Control District (RFCD) and PC Natural Resources, Parks and Recreation Department (NRPR) have treated 5972 acres of drainageways and 4368 acres of ecosystem restoration land. In those areas, ADFFM grant funds will be dedicated to achieve efficient eradication. In addition, the County will expand treatment area by 1,160 acres. The County is committed to preserving native ecosystems and maintains the Multi-Species Conservation Plan (MSCP). Conservation of our Sonoran Desert habitat requires expertise and resources to reduce detrimental transformation of riparian areas, rangelands, deserts, and forests. To ensure these commitments are met, the RFCD staff will manage reduction and control efforts, and the NRPR staff will conduct the fieldwork. In addition to their existing staff, NRPR will hire three new FTEs to increase treatment capacity. Contract scientists will be hired to both conduct assessments and monitor. Contract sprayers and field labor will be retained to supplement PC staff during "greenup." NRPR initiated invasive plant control in the 1990s, and currently uses an integrated weed management approach including manual, mechanical, and chemical control. NRPR staff are trained experts in the most current methods of invasive weed control and are committed to timely retreatments of previously treated areas as an essential component of long-term management. Eradication of buffelgrass and other noxious weeds has been successful in many restoration project areas, including large areas of Tucson Mountain Park, due to increased

retreatments of up to 8x annually. RFCD is collaborating with the BLM, USFS, Sonoran Desert Museum, Arizona Native Plant Society, Town of Oro Valley, City of Tucson, Cienega Creek Watershed Partnership and others. Project match is 100% of this request.

**7. Scope of Work :** The grant will allow the County to intensify treatment on 10,340 acres and expand efforts to another 1,160 acres. Regional location priorities for the grant award include: 1. Previously treated areas with Management Plans 2. County-owned lands adjacent to treatment areas by others 3. Emerging threats due to new species infestations 4. Previously treated areas proposed for Management Plans 5. Untreated areas proposed for Management Plans 6. Other County-owned lands in urban/developed areas with documented risks

Eradication efforts will focus on these invasive plants: buffelgrass, tamarisk, stinknet, arundo, Johnson grass, Russian thistle, fountain grass, Lehmann's lovegrass, Sahara mustard, bur-bristle grass, Mexican palo verde, blue panicgrass, yellow and malta starthistle, yellow bluestem, African sumac, and puncture vine. Other invasive plants including emerging threats will be treated as warranted. The 100% grant match consists of County in-kind services to treat and manage reinvasion in previously treated areas. As infestations are reduced and eradicated in treated areas, previously budgeted County general and RFCD funds and this award will be used to expand treatment in the targeted areas. Integrated weed management will be supervised by County restoration and land managers. On-the-ground activities will be conducted by state-licensed certified pesticide applicators. NRPR oversees herbicide products, staff training, and management practices. Although we have licensed applicators on staff, existing treatment needs outweigh staff capacity. For this 2-year grant cycle, three additional FTE licensed pesticide applicators will be hired and assigned to treat target areas. During green-up, additional contracted licensed applicators and field labor will increase labor capacity in the field. In addition, the County has existing relationships with landscape, environmental and biological consultants and their services will be expanded with this award for mapping, monitoring, as well as making recommendations for treatment methodology and revisions to existing Plans. Additional Management Plans will be developed for new treatment areas using in-kind match funds. The County will schedule retreatment at an optimal frequency to ensure that progress is made on target weed species. For example, a single treatment of many perennial weed species, such as buffelgrass and Johnson grass, is not effective. Eradication requires retreatment every few weeks during any active growth periods until both existing plants and their seed bank is controlled. The County's past experience indicates that depending on the area, level of infestation, and site conditions; up to 8 treatments per year over 3 to 5 years is necessary to control re-infestation, and longer if there are factors that contribute to re-infestation. Program and field managers will coordinate with appropriate County staff and weather conditions to direct field crews to sites where conditions are suitable for seasonal herbicide treatments. RFCD has a real-time network of rainfall, streamflow and weather monitoring ALERT system with 108 monitoring stations. This existing public-safety amenity will be used to determine when invasive plant "green-up" is likely to occur in target areas. During times when herbicide application is deemed less optimal for a site's invasive species, both in-house staff and contractors will undertake manual removal. Herbicide spraying will be in compliance with the Arizona Department of Environmental Quality's Pesticide General Permit. Herbicide application will comply with project label instructions, Environmental Protection Agency regulations, and State Statutes and Rules as overseen by the Arizona Department of Agriculture Pest Management Division. All mechanical removal will be compliant with the Migratory Bird Treaty Act and Cultural Resources laws as warranted. Monitoring will be undertaken contemporaneously with treatment by skilled staff and contracted biological consultants. Target species location and density maps will be created. Invasive plant management plans will be updated or developed. In order to extend the reach of this award on County-managed land (including 134,948 acres of State Trust Land), we are working in partnership with other groups and agencies to control infestations that extend onto federal and private land. RFCD is collaborating with local BLM, USFS, National Parks, Sonoran Desert Cooperative Weed Management Area, Arizona Sonora Desert Museum, Arizona Native Plant Society, Tucson Audubon Society, City of Tucson, Cienega Creek Watershed Partnership, and others for an integrated approach with more effective long-term results. This partnership and additional resources will enable us to increase the capacity to manage and prevent encroachment of invasive plants, thereby preventing fire and flooding, conserving water, and restoring wildlife habitat.

**8. Project Goals and Objectives :** The 11,500 acres will be treated using integrated weed management including an effective regimen of retreatment in previously treated areas. All grant-funded work will occur on County-managed lands. Estimated cost per acre per treatment: Drainageways at \$45/ac: includes AAA Landscape contractors to treat invasive species, in-house and contracted biologists for species identification, pre and post treatment assessments and GIS mapping, and management plan updates. Mountain Terrain at \$400/acre: includes RECON Environmental contractors for remote treatment, professional biological reporting on 125 acres. Other land at \$65/acre: includes County NRPR certified applicator staff plus in-house and contracted biologists, pre and post treatment assessments, GIS mapping, and management plan updates. Eradication efforts will reduce wildfire and flood risks and stabilize native plant growth.

**9. Project Timeline :** January 1, 2020 – Revise existing consultant contracts to include award-funded activities. Begin hiring process for 3 additional licensed applicators. Using existing staff and contractors, begin seasonally appropriate herbicide treatments and manual removal of invasive species in target areas as identified in existing site-specific Management Plans, including species listed in the in Scope of Work. Use recent precipitation and other weather data to better guide fieldwork scheduling. April 2020 - December 2022 – Continue seasonally appropriate invasive species treatments, analyze data, review and update field assessment mapping, and prepare quarterly reports. Initiate and coordinate regional management planning with County land managers and regional partners. Update invasive treatment priorities for areas with existing Management Plans, and create new ones where warranted. January 30, 2022 – Deliver Final Report to AZDFFM

**10. Collaborative Elements :** All aspects of planning and implementation of this project have been and will continue to be collaborative with the groups and governments we work with to eradicate invasive plants. County staff meets regularly with our partners to coordinate efforts, discuss problems and share ideas. The County coordinates invasive plant issues with a wide array of federal and state agencies, local jurisdictions, and NGOs including NPS, USFWS, AZGF, SDCWMA, AZNPS, Sky Island Alliance, Watershed Management Group, neighborhood associations, and private land developers. Treatment areas will include County-managed property on Mount Lemmon and the Tucson Mountain Park adjacent to USFS Coronado National Forest (POC Dana Baker, Partnership Coordinator, dana.backer@usda.gov, 520-388-8424), Saguaro Nation Park forest (POC Perry Grissom, Restoration Ecologist, perry\_grissom@nps.org, 520-733-5179), plus the Cienega Creek Preserve near the BLM Las Cienegas Conservation Area (POC Dave Murray, Hydrologic Technician, drmmurray@blm.gov, 520-528-7256).

**11. Sustainability Plan :** The County's commitment to invasive species control is long standing, is an integral goal of the MSCP and USFWS Section 10 permit, and is funded by County general and RFCD funds. The County will maintain this level of funding, grant funds permitting, and use it to manage treated areas long-term. Should grant funding cease, the plan is to use general funds to manage as best as we can. Infestations of target invasive species will be treated up to 8 times annually based on seasonal site conditions and as long as necessary. When invasive species are eradicated, the County will focus resources on the treatment, monitoring and retreatment of new target areas. After the first 5 years of retreatments, follow-up work will continue every 3 years, or as site conditions require. The County is committed to invasive species eradication and preserve native species diversity, and to reducing the catastrophic fire and flood hazards that these plants can cause.

**12. Evaluation Plan :** Project success will be measured by expert County staff through inspection, assessment and re-mapping the extent and density of invasive species in Management Plans over time. All treated target areas will be mapped yearly or more frequently. County staff or expert contractors will conduct both pre-treatment and post-treatment assessments. Our plan is to integrate the observations made from monitoring, remapping, treatment methods and frequencies into more effective treatment and training for field staff. Progress and performance will be evaluated and new protocols will be established by professional staff in the RFCD and NRPR departments. The County is developing a county-wide invasive species database for infestation and treatment tracking with its own funds. We are committed to assist other agencies and groups in eradicating harmful invasive plants; and all data, information and methodologies developed with this grant as well as County resources will be made available as needed.

**13. Qualifications :** Jennifer Becker, MS, Principal Hydrologist; Marisa Rice, BS, Open Space Manager, RFCD Jen and Marisa are Certified Floodplain Managers with 27 years experience managing ecosystem restoration, invasive species, and biological assessments utilizing in-house and contracted labor Doug Siegel & Rachel Loubeau, Natural Resources Specialists, NRPR Doug and Rachel are Certified Applicators with 35-years of invasive species removal and management experience. Rachel specializes in resources inventory GIS mapping. Doug champions work by the Sonoran Desert Weedwacker volunteers Tom Burklow & Steve Daigle, Operation Division Assistant Managers, NRPR Steve and Tom are Certified Applicators who oversee maintenance for regional trails, multi-purpose restoration projects and parks. Their field staff includes RFCD-supported 14 certified applicators assigned to RFCD-constructed multi-purpose projects and Loop trails RECON Environmental, Inc. (RECON) environmental consulting firm, Tucson office. Comprehensive habitat restoration services, including noxious weed control within sensitive habitats, in southern Arizona for nearly 25 years. All weed control activities are performed by habitat restoration professionals. Performed noxious weed control in Pima County including Tucson Mountain Park Robles Pass Region, Tumamoc Hill, Horseshoe Canyon, and other sites.

**14. Management Plan (Yes/No) :** Yes

**Upload Budget Worksheet (required) :** 2019\_Invasive Plant Grant Program\_Budget Worksheet.doc

**Upload Project Overview Map (optional) :** DFFM\_Existing\_Map2 (003).pdf

**Upload Letters of Partner Support (optional) :** Endorsement letter.pdf

**Average Score :**

**# of Reviews :** 0

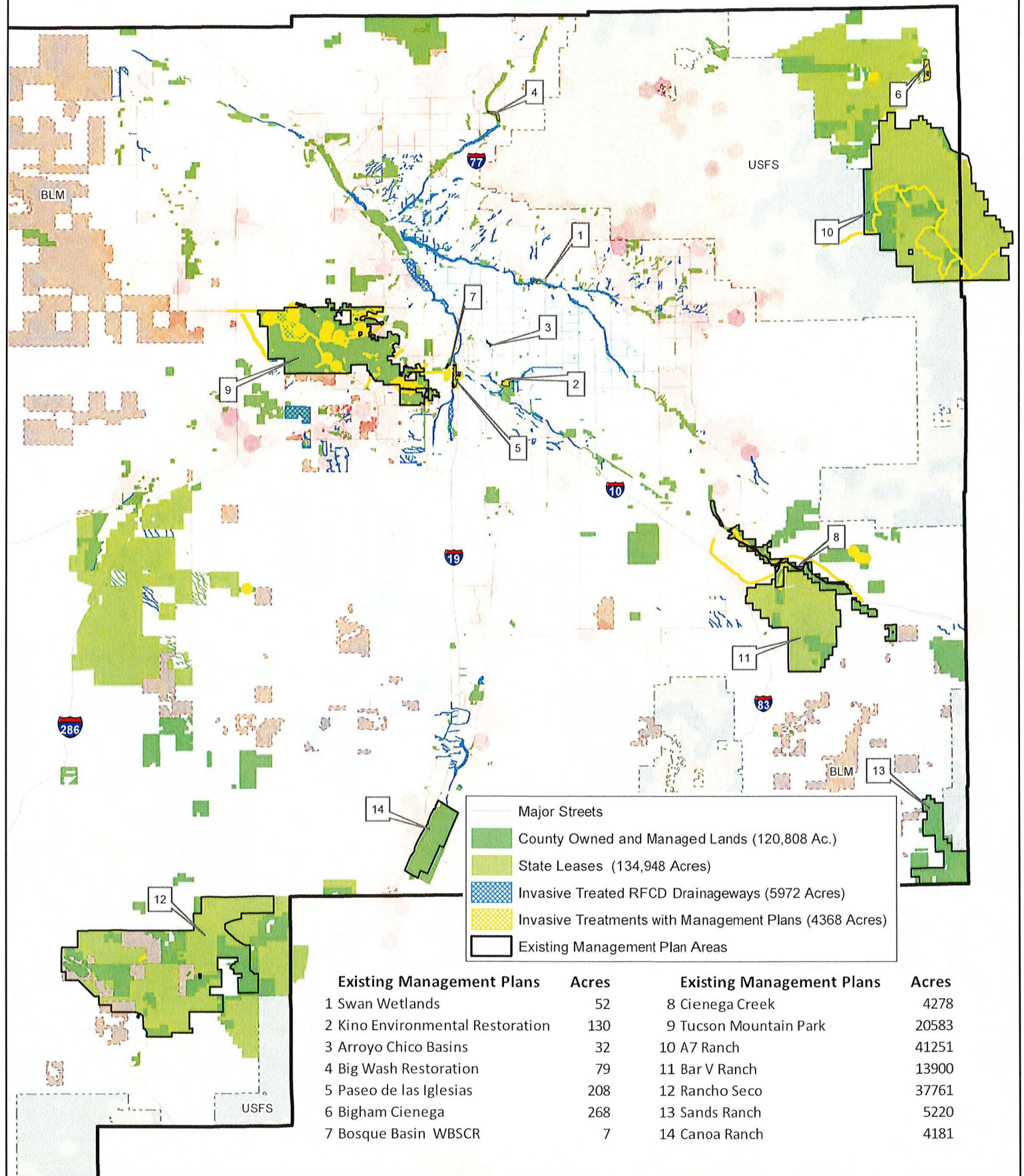
**# of Denials :** 0

*Created by : training@ecivis.com*

*Record ID # : 13425338*

*Last change : 2019-09-04T15:53:55+0000*

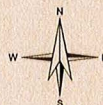




Pima County Regional Flood Control District  
201 N. Stone Ave - 9th Floor  
Tucson, Arizona 85701-1797  
(520) 724-4600, FAX: (520) 724-4621  
<http://www.rfcd.pima.gov>

## Pima County DFFM Grant

1 inch = 40,000 feet



Date: 8/29/2019

The information depicted on this display is the result of digital analyses performed on a variety of databases provided and maintained by several governmental agencies. The accuracy of the information presented is limited to the collective accuracy of these databases on the date of the analysis. The Pima County Regional Flood Control District makes no claims regarding the accuracy of the information depicted herein.

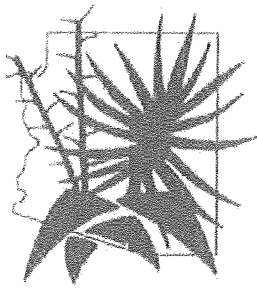
This product is subject to the GIS Division Disclaimer and Use Restrictions.

Invasive Plant Grant Program  
Budget Attachment

1	<b>Grant Contributors (Matching Share)</b>						
	Please specify each match contributor and the dollar amount of each contribution. Please DO NOT show grant requested funds in this table. This is for matching share only.						
	<b>Contributors:</b> (Please specify)	Pima County (applicant)					<b>TOTAL</b>
	<b>Dollars (Hard Match):</b>	\$0	\$0	\$0	\$0	\$0	<b>\$ 0</b>
	<b>In-Kind (Soft Match):</b>	\$440,000	\$0	\$0	\$0	\$0	\$440,000
	<b>TOTAL:</b>	\$440,000	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	\$440,000

2	Total Project Expense (break down your grant request and the matching share totals from block 1 above)				
		Grant Share (\$ Amount Requested)	Match (from block 1 above)		TOTAL
			Dollars	In-Kind	
	Personnel / Labor:	\$286,546	\$0	\$286,546	\$ 0
	Operating / Supplies:	\$7,400	\$0	\$7,400	\$ 0
	Travel:	\$7,400	\$0	\$7,400	\$ 0
	Contractual Services:	\$110,000	\$0	\$110,000	\$ 0
	Equipment:	\$0	\$0	\$0	\$ 0
	Indirect Costs:	\$28,654	\$0	\$28,654	\$ 0
	TOTAL:	\$440,000	\$ 0	\$440,000	\$ 0

A clear description of how the above grant funds will be spent shall be completed in the Scope of Work section of the online grant application.



## The Arizona Native Plant Society

P.O. Box 41206, Tucson, Arizona 85717

[www.aznativeplantsociety.org](http://www.aznativeplantsociety.org)

John Richardson  
Arizona State Forestry Division  
1110 W Washington , Ste 100  
Phoenix AZ 85007-2935

August 28, 2019

Subject : Endorsement of the Pima County Flood Control project proposal  
for an AZDFFM Invasive Plant Control Grant

Dear Mr Richardson

I endorse the Pima County Flood Control grant application to suppress and control invasive weeds in Pima County during the next two years.

This funding will give a badly needed boost to the current invasive plant control efforts now underway. I am particularly impressed by the emphasis on follow up sprays to knock out regrowth as it occurs. If carried out as planned, this aggressive follow up will yield significant kill rates in a relatively short time period. Once those significant kill rates of perennial plants are achieved, invasive spread can be checked and further resprays can become realistically achievable through internal Pima county funding.

The Tucson ground zero for the noxious weed Stinknet (*Oncosiphon pilluliferum*) is on the lip of the Santa Cruz river just to the west of I-10 at Prince Road. If allowed to escape into the river bed the spread will become explosive, as was experienced in Maricopa County in winter 2018/19. It is vital that stinknet growth be checked and eradicated over the next two years. This project funding will allow timely and effective control of Stinknet at its source.

Thank you for your consideration.

John Scheuring  
Conservation Director  
Arizona Native Plant Society



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

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

# **DETAILED PROJECT PLAN FOR PIMA COUNTY OPEN SPACE AND RESTORATION LANDS - FINAL**

## **Arizona Department of Forestry and Management Invasive Plant Grant (IPG) Award Spring 2020 - Spring 2022**

### **PROJECT SCOPE**

Pima County is committed to invasive species eradication and preserving native species diversity, and reducing the catastrophic fire and flood hazards that these plants can cause.

The County has undertaken invasive species eradication efforts covering over 5,972 acres of drainageways and 4,368 acres of open space and ecosystem restoration land. Eradications have been notably successful in much of the Tucson Mountain Park and a few smaller areas, but significant additional follow-up is needed to achieve eradication success in much of the previously treated areas. The goal of this Invasive Plant Grant (IPG) project is to achieve improved eradication results of prioritized target species to reduce wildfire risks and educe detrimental transformation of riparian areas, rangelands, deserts, and forests.

The County will intensify treatment on 8,500 acres of managed restoration projects, open space, and drainageways during the tenure of this IPG. Staff will update existing or develop new site-specific prioritized invasive species target lists referred to as Seasonal Weed Control Lists for all treatment locations.

County staff and their highly qualified contractors will use an integrated weed management approach including manual, mechanical, and chemical controls. Seasonal treatments and re-treatments shall be undertaken where conditions permit to preclude seed formation. The County will monitor and re-treat as feasible throughout the 24-month IPG period and beyond, resources permitting, due to target species' existing seed persisting in the soil (seed bank).

Additional contracted licensed applicators and field labor will be utilized, including the Arizona Conservation Corps and highly experienced volunteer groups such as the Sonoran Desert Weedwackers during invasive plant green-up. Project Managers and field staff will assess expected and actual site conditions to undertake retreatments at an optimal frequency. For example, one or two annual treatments of many perennial weed species, such as established stands of buffelgrass and Johnson grass, is not effective. Eradication requires retreatment every few weeks during any active growth periods until existing plants are eradicated and for years to come until the existing seed bank is controlled. The County's past experience indicates that, depending on the area, the level of infestation and site conditions can take two to eight treatments per year.

New (previously un-treated) areas may need retreatments of up to eight times annually for extreme infestations. As infestations are reduced and eradicated in treated areas, additional treatment areas may be included. Management plans will be developed for new treatment areas using in-kind matching funds.

Herbicide spraying will be in compliance with the Arizona Department of Environmental Quality's Pesticide General Permit, product label instructions, Environmental Protection Agency regulations, and State Statutes and rules as overseen by the Arizona Department of Agriculture Pest Management Division. All mechanical removal will be compliant with the Migratory Bird Treaty Act and Cultural Resources laws as warranted. For more effective long-term results, County managers continue to collaborate with the local Bureau of Land Management, United States Forest Service, National Parks, Sonoran Desert Cooperative Weed Management Area and Desert Museum, Arizona Native Plant Society, Tucson Audubon Society, City of Tucson, Cienega Creek Watershed Partnership, neighborhood associations, and private landowners as invasive plants know no boundaries.

## **Project Tasks**

### Planning

The Regional Flood Control District (RFCD) and Natural Resources, Parks and Recreation Department (NRPR) will cooperate to plan, implement, and manage the IPG. Regional location priorities for invasive species eradication treatment areas include:

1. Previously treated areas with management plans;
2. Areas with safety or environmental concerns due to invasive plants species;
3. Emerging threats due to new species infestations;
4. County property adjacent to existing treatment areas by the County or others; and
5. Untreated lands with new or under-development management plans.

IPG Project Managers will coordinate with County staff who manage various areas to gather existing management plans and Seasonal Weed Control Lists for every treatment area. The Seasonal Weed Control Lists are site-specific lists that specify the prioritized targeted invasive species suitable for identification and control during the summer, winter, or both growing seasons. For treatment, areas that do not have an existing plan or list, County managers and staff will develop new plans and lists. Staff will update Seasonal Weed Control Lists every six to 24 months for treatment areas. Eradication targets may include, but are not limited to, buffelgrass, tamarisk, stinknet, giant reed, Johnson grass, Russian thistle, fountain grass, Lehmann's lovegrass, Sahara mustard, bur-bristle grass, Mexican palo verde, blue panicgrass, yellow and malta starthistle, yellow bluestem, African sumac, and puncture vine. Project Managers will pay special attention to emerging new species threats, as a quick response may be necessary to preserve native species diversity.

Project and field managers will assess current weather and USA National Phenology Network data to best direct field crews to prioritized treatment sites where conditions are most suitable for seasonal herbicide treatments. The RFCD has a real-time network of rainfall, streamflow and weather monitoring ALERT system with 108 monitoring stations that will help inform when and where invasive plant "green-up" is likely to occur in target areas.

### Procurement/Contracting

Project Managers intend to contract this work to a highly qualified environmental contractor with professional skills not limited to field biology/botany, on-site GIS data and mapping, manual labor, Qualified Applicators, and remote and mountain/cliff site access capabilities. The County plans to hire locally experienced, qualified, contractor(s) of our choosing. In addition, the County currently

maintains contracts with Arizona Conservation Corp for seasonal fieldwork and AAA landscape for routine landscape work.

#### Hiring

The NRPR retains state licensed certified pesticide applicators who work fulltime on both invasive species and other tasks. The NRPR may consider hiring additional FTE licensed applicators, although this option is considered less desirable due to the department's experience with training and certifying staff only to have them end their employment.

#### Outreach

The County is committed to assisting other agencies and groups in eradicating harmful invasive plants, and is developing a Countywide invasive species database for infestation and treatment tracking. Results from the IPG project will be included in this regional database. Equipment purchased with grant funds and the subsequent results of the IPG will be helpful and supportive with outreach efforts by others.

Project and GIS managers will keep updated treatment maps for potential outreach and regional coordination effort. The NRPR retains environmental educators who coordinate public outreach, lead tours, and train volunteer naturalists. Invasive species education is a part of their existing program. The County also has a Communications Department who manages press releases to the public.

#### Fieldwork

Using existing staff and contractors, seasonally appropriate integrated pest management techniques will be undertaken including herbicide treatments and manual removal of target invasive species, as identified in existing site-specific management plans and Seasonal Weed Control Lists. All field crews will include one or more members with expert experience in identifying target invasive species. Managers and field crews will assess infested areas and determine the most effective eradication techniques.

Field managers will assess conditions and plan to re-visit treatment sites every two to four weeks throughout the active growing season for herbicide re-treatments of new or reemerging target invasive species. On-the-ground herbicide applications will be conducted by state-licensed certified pesticide applicators.

During seasonal times when herbicide application is not effective for target invasive species, Project Managers and field staff will coordinate on the best areas to implement manual and/or mechanical invasive species removal efforts. Field managers will schedule to revisit treatment sites for manual removal during non-active growing seasons.

Contemporaneous or immediately following field assessments and invasive plant treatments, staff will create GIS-based datasets and maps to indicate all areas inspected and treated. Field supervisors and GIS staff will maintain current site assessments, field data, and GIS maps of treatment acres for both fieldwork planning and quarterly IPG reporting requirements.

#### Inspections

Staff and contractors will undertake site inspections and monitoring contemporaneously with treatment. Inspection maps will include areas inspected, species infestation assessments, areas and species treated and methods used for treatment. Field staff will also perform inspections at both the initiation and final treatment during the 24-month IPG.

Staff and contractors will compare updated infestation maps for progress towards eradication of priority target species. At the initiation of each growing season, and after the final treatment during the 24-month grant cycle, Project Managers will compare updated infestation maps to assess progress.

#### Reporting

Based on site-specific observations of species treatment results, Project Managers will evaluate and report IPG progress and performance including infestation reductions and Seasonal Weed Control List updates for quarterly IPG reporting requirements.

Final reporting will include all acreage inspected, acres treated, and cumulative acres treated including retreatments. GIS staff will analyze and create maps illustrating target species extent during the duration of the IPG. Based on IPG results and lessons learned, two previously-untreated sites will be selected for more intensive data reporting, including graphs illustrating the amount of herbicide applied and man-hours per year for those two sites (project managers have the intention to continue tracking these sites until eradication is achieved, even if that extends beyond the IPG award period). The report will include an overview of all treatment sites, plant species targeted, acres treated, retreatment total acres, overall results discussion and lessons learned. Project Managers will include an assessment of tracked costs and project benefits.

#### Measurable Outcomes

During the 24-month IPG period, 8,500 acres will be treated, with an overall average of 1,062.50 acres treated per quarter. Seasonal re-treatments will take place to achieve the best eradication results. Project progress and success will be measured by expert County staff through the assessment, and re-mapping extent and density of invasive species in Management Plans over time.

Due to the timely retreatments, Project Managers anticipate that both a) the number of acres treated and b) amount of herbicide used per treatment site will decrease annually. This outcome may be highly variable within the 24-month IPG term due to numerous factors not limited to weather influences on seasonal growth “green-up” conditions. County Project Managers will continue to track acres treated and herbicide use per site beyond the IPG project term as resources allow.

### **Project Schedule**

- April 2020 – Revise existing and create new consultant contracts to include IPG award funded activities. Using existing staff and contractors begin planning and implementing seasonally appropriate herbicide treatments and manual removal of invasive species in target areas as identified in existing site-specific Management Plans and Seasonal Weed Control Lists.
- April 2020 – March 2021 – Continue seasonally appropriate invasive species treatments, review and update field assessment GIS mapping. Prepare and submit quarterly IPG reports, including Seasonal Weed Control Lists by treatment site. Initiate and coordinate regional management

planning with County land managers and regional partners. Update invasive treatment priority lists for areas with existing management plans, and create new ones where warranted.

- March 2021 - March 2022 – Continue seasonally appropriate invasive species treatments, analyze data, review and update field assessment mapping, and prepare quarterly reports. Update invasive treatment priorities for areas with existing management plans, and create new ones where warranted. Coordinate and compile all specific areas results and assess interim progress. Coordinate and prepare the final report.
- April 2022 – Deliver the final report to the Arizona Department of Forestry and Fire Management.

## **Project Budget**

See attached worksheet.

Arizona Department of Forestry and Fire Management – Project Budget Worksheet

Project: Pima County Invasive Plant Grant

Total Project Budget (by expense type)				
Budget Detail	Grant Share (\$ Amount Requested)	Match		TOTAL
		Dollars	In-Kind	
Administrative Labor:	\$0	\$0	\$0	\$ 0
Project Labor:	\$42,761	\$214,815	\$0	\$257,576
Fringe Benefits:	\$14,967	\$75,185	\$0	\$90,152
Travel:	\$0	\$0	\$0	\$ 0
Equipment:	\$5,000	\$1,170	\$0	\$6,170
Supplies:	\$0	\$0	\$0	\$ 0
Contractual:	\$264,000	\$48,830	\$0	\$312,830
Other:	\$13,272	\$0	\$0	\$13,272
<b>TOTAL:</b>	<b>\$340,000</b>	<b>\$340,000</b>	<b>\$ 0</b>	<b>\$680,000</b>

Budget Narrative	
<p><b>Provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match (add additional pages if needed).</b></p> <p>Administrative Labor - All labor is project labor. "Other" (see below) is indirect costs charged at the 10% de minimus rate.</p> <p>Project Labor - Wages for Pima County's IPG Grant Project managers, project and site supervisors, field staff, and GIS staff time to undertake IPG project planning, coordination, field work, inspections, GIS processing, and reporting.</p> <p>Grant share: \$42,761</p> <p>Project Managers: 250 hours x \$27.00/hour = \$6,750</p> <p>Project/Site Supervisors: 500 hours x \$20.00/hour = \$10,000</p> <p>GIS support staff: 250 hours x \$20.04/hour = \$5,011</p> <p>Trades Maintenance Field Technician: 1400 hours x \$15.00/hour = \$21,000</p> <p>Match: \$214,815</p> <p>Project Managers: 41 hours x \$27.00/hour = \$1,107</p> <p>Project/Site Supervisors: 66 hours x \$20.00/hour = \$1,320</p> <p>GIS support staff: 301 hours x \$20.04/hour = \$6,033</p> <p>Trades Maintenance Field Technician: 13,757 hours x \$15.00/hour = \$206,355</p> <p>Combined: \$257,576</p> <p>Project Managers: 291 hours x \$27.00/hour = \$7,857</p> <p>Project/Site Supervisors: 566 hours x \$20.00/hour = \$11,320</p> <p>GIS support staff: 551 hours x \$20.04/hour = \$11,044</p> <p>Trades Maintenance Field Technician: 15,157 hours x \$15.00/hour = \$227,355</p> <p>(continued on next page)</p>	

### Budget Narrative - Continued

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

Fringe Benefits – Charged at 35% of wages.

Grant:  $\$42,761 \times 0.35 = \$14,967$

Match:  $\$214,815 \times 0.35 = \$75,185$

Equipment - Acquisition of new hand-held GIS field mapping and data collection devices necessary for field-based data collection and mapping by County staff, including:

Two (2) Panasonic Tough Pad FZ-G1 8 GB RAM, 256 GAB SSD, Windows 10, 64-bit, 4G communication: 2 units  $\times \$3,085/\text{unit} = \$6,170.00$

Grant share: \$5,000

Match Share: \$1,170

Contracted Labor - To be contracted to a highly qualified environmental contractor with professional skills not limited to field biology/botany, on-site GIS data collection and mapping, manual labor, qualified applicator staff and remote and mountain/cliff site access capabilities. The Count plans to hire locally experienced, qualified contractors of our choosing. In addition, the County currently maintains contracts with with Arizona Conservation Corp for seasonal fieldwork and AAA Landscape for routine landscape work.

Grant share: \$264,000

Match: \$48,830

Other - Indirect costs charged at the 10% de minimus rate on Modified Total Direct Costs including \$5,772 (10% of wages and fringe) and up to \$7,500 of contracted services (assuming 3 contractors, 10% charged on the first \$25,000 of costs or  $3 \times \$2,500 = \$7,500$ ). Total Indirect MTDC = \$13,272.

No Travel or Supplies reimbursements are requested.

Match: All Pima County costs not reimbursed by the grant will be hard match, including labor, fringe, equipment, and contractual expenses. No In-Kind match is included. Match will be 50% of the total project cost.



## **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.

#### HATCH ACT

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

#### NEPA

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

#### COVENANT AGAINST CONTINGENT FEES

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

#### MODIFICATIONS

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

#### EXTENSIONS

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

#### RESPONSIBILITY FOR CLAIMS AND LIABILITIES

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

### RETENTION OF RECORDS

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

### EQUAL OPPORTUNITY/NON-DISCRIMINATION

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

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

### ARBITRATION

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

### ANTITRUST VIOLATIONS

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

### TERMINATION BY MUTUAL AGREEMENT

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

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

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

### CANCELLATION FOR CONFLICT OF INTEREST

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

#### TERMINATION FOR CONVENIENCE

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

#### NON-AVAILABILITY OF FUNDS

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

#### FEDERAL IMMIGRATION AND NATIONALITY ACT

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

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

#### SUSPENSION OR DEBARMENT

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

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

#### GOVERNING LAW

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

#### INVALIDITY OF PART OF THIS AGREEMENT

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

#### COUNTERPARTS

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

#### INTERPRETATION

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

#### PARAGRAPH HEADINGS

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

#### ENTIRE AGREEMENT

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

## ATTACHMENT D

### Grant Reimbursement and Documentation Requirements

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

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

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

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

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

- Expenses not included in an approved project plan or 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.
- NO purchase of equipment or supplies for individuals are eligible for reimbursement or as match. (though purchase of supplies and small equipment by the Sub-grantee organizations for ongoing community use may be eligible)
- Poorly documented match or volunteer hours with insufficient support documentation will not count towards the required match. It is the Sub-grantee’s responsibility to keep all project/grant records pertaining to matching requirements. In the event an audit determines that ineligible match was credited to the project, the Sub-grantee accepts full liability for such costs

## ATTACHMENT D

### Grant Reimbursement and Documentation Requirements

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

**Labor-** may include paid staff, contracted labor, 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.

- All staff/labor hours must be accompanied by an employee time sheet detailing the hours worked on the grant project. 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 can include payment receipts, timesheets, payroll records, job sheets, cancelled checks, or signed letters detailing paid staff time, dates, and services or work provided.

**Supplies -** may include operating supplies, office supplies, and small equipment purchased by the Sub-grantee and necessary for the completion of the project.

- Required documentation can include payment receipts, cancelled checks, or official accounting records detailing expenses and goods and service provided.

**Equipment Purchases (small)** – small equipment necessary for the completion of the project may be purchased by the Sub-grantee organization if included in the approved project plan and budget. Purchases of equipment or supplies for individuals is not eligible. Purchase of necessary equipment with per unit costs totaling less than \$5,000 will be considered as supplies (above).

- Required documentation will include purchase receipts detailing costs and equipment details.

**Equipment Purchases (large)** - Any single piece of capital equipment costing more than \$5,000 must be included in the original project plan and preapproved. Additional details will be provided for approved purchases. If an audit determines that excessive equipment was purchased, the Sub-grantee accepts full liability for cost reimbursement back to the State. Please limit your liability by purchasing only items listed in the original grant application and detailed project plan. Please only purchase what is necessary to complete the specific grant/project approved.

- Required documentation will include purchase receipts detailing costs and equipment details.

**Equipment Rental** – Rental of equipment necessary for completion of the project may be reimbursed if included in the approved project plan and budget.

- Required documentation will include rental receipts detailing costs, dates of use, and equipment details.

**Contracted Services** – Contracting for services from outside organizations or businesses is permitted if included in the approved project plan and budget. Such services could include contracted fuels crews, arborists, trucking, waste disposal, and other costs.

- Required documentation will include receipts detailing costs, dates and details of services provided.

**Equipment Operating Costs** - Operating costs for owned, rented, or donated equipment may be permitted if included in the project plan and properly documented. Methods for cost determination must be specifically documented and approved. Use of Sub-grantee owned equipment may be charged to the grant if prior approval is granted. A Sub-grantee may submit a rate agreement that is typical of rate charges established for all agencies utilizing the equipment including their own. Under no circumstances shall the grant be charged for use of equipment purchased with State funds, beyond operating costs.

- Required documentation can include receipts detailing costs, dates and details of equipment usage, payment receipts, mileage logs, shift tickets, etc. Any operating costs that are not paid for directly and do not have corresponding payment receipts, must be specifically documented as to method of cost determination.

## ATTACHMENT D

### Grant Reimbursement and Documentation Requirements

**ELIGIBLE MATCH** – Grants may require some level of MATCH investment from the Sub-grantee organization. Matching investment may only be included if goods or services are provided during the term of the agreement and are necessary for the completion of the project. The matching investment may be in the form of cash 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:

**Cash** - Matching investment can include actual costs incurred as documented above.

- Required documentation will include payment receipts, cancelled checks, or official accounting records detailing expenses and related goods and service provided.

**In-kind Contributions** - include the use of on-hand supplies, use of third party donations of supplies or equipment, the value of professional services provided at the professional rate, or time spent by employees on eligible project activities.

- Use of in-kind contribution of goods or services from another business or organization may be counted as community match with proper documentation. This typically consists of a letter on the donating organization's letterhead, signed by the proper person and showing the amount and type of donation. 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.

**Volunteer** - Volunteer labor hours shall conform to documented standard operating procedures for the Sub-grantee organization with established pay rates.

- Required documentation for volunteers will include signed time logs/sign-in sheets with volunteer name, date, time, place, and type of volunteer service provided. Volunteer 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.



## Quarterly Performance Report

### GRANT INFORMATION:

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

### REPORT INFORMATION:

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

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

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

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

1				
2				
3				
4				
5				

Is this Project On Track? (Yes / No)

☐

Use the following sections to describe activities for this quarter and for the overall project status.

Additional items may be enclosed or attached, such as added narrative, detailed tables, pictures, maps, or other items.  
(Please list any additional items in the narrative to assure they are recorded.)





## Quarterly Performance Report

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

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



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

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

Grant Number: \_\_\_\_\_  
Organization Name: \_\_\_\_\_  
Total Grant Amount: \_\_\_\_\_ Total Match Required: \_\_\_\_\_  
Grant Expiration/End Date: \_\_\_\_\_ (Grant \$ + Match \$ = Total Project Cost)

### Previous Project Totals (Sum of all previous reimbursement requests):

Reimbursable Costs	Match	Total
_____	_____	_____

### This Reimbursement Period:

Item	Reimbursable Costs	Match	Total
Administration	_____	_____	_____
Personnel	_____	_____	_____
Contracted Services	_____	_____	_____
Supplies	_____	_____	_____
Other	_____	_____	_____
Other	_____	_____	_____
Other	_____	_____	_____
Volunteer time	N/A	_____	_____
In-Kind Contributions	N/A	_____	_____
Total:	_____	_____	_____

### Cumulative Project Totals (This period request added to all previous reimbursement requests):

Reimbursable Costs	Match	Total
_____	_____	_____

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

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

#### SIGNATURE LINE STATEMENT (Required for Processing)

By signing the "Grant Reimbursement Form", the signing agent is verifying that:

All work performed on this grant/project was completed in conformance with all applicable laws and established procedures. Charges and time sheets submitted are in fact for work completed on this project. All charges have been reviewed and verified by a supervisor and all employee and volunteer hours are being tracked, with support documentation on file and available to any auditing agent.

NOTE: Reimbursements may take 60-90 days