



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: 9/7/21

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Arizona Game and Fish Shooting Ranges Development Grants

***Project Title/Description:**

Southeast Regional Park Shooting Range Expansion

***Purpose:**

Expand the types of target shooting activities by building an additional range bay, 50 yards deep by 50 yards long to be sub-divided into smaller bays.

***Procurement Method:**

Not applicable

***Program Goals/Predicted Outcomes:**

The multi-bay range can be used to expand programming to include reactive target shooting, conduct more training classes and accommodate rifle-pistol overflow customers from the standard range.

***Public Benefit:**

The range will expand the offerings of target shooting activities available at the facility. Customers regularly express interest in reactive targets which will be a new option for them. The dedicated range will appeal to an expanded customer base, enhancing our current customers experience while attracting new patrons. The multiple bays may be used for training classes allowing multiple smaller classes to run simultaneously on their own firing cycles. This project enables the County to increase class offerings, while also opening space for outside instructors or user groups to rent smaller range spaces at a lower rental fee.

***Metrics Available to Measure Performance:**

Customer rosters and daily use statistics; customer interface and queries, including surveys to assess the draw of the new range and target offerings, feedback from customers and special user groups

***Retroactive:**

Yes, granting agency submitted notice of award to Pima County on August 2, 2021.

GMI approved 8/19/21 JJS

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
 Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount \$ _____ * ☐ Revenue Amount: \$ _____

***Funding Source(s) required:** _____

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☐ No
 If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☐ No
 If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
 Amendment No.: _____ AMS Version No.: _____
 Commencement Date: _____ New Termination Date: _____
 Prior Contract No. (Synergen/CMS): _____

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

Is there revenue included? ☐ Yes ☐ No If Yes \$ _____ Amount This Amendment: \$ _____

***Funding Source(s) required:** _____

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

☒ Award ☐ Amendment

Document Type: GTAW Department Code: PR Grant Number (i.e., 15-123): 22*010
 Commencement Date: 7/1/21 Termination Date: 6/30/22 Amendment Number: _____
☒ Match Amount: \$ 44,524.00 ☒ Revenue Amount: \$ 44,524.00

***All Funding Source(s) required:** Parks Renewal Fund and AZGF Grant Funds

*Match funding from General Fund? ☒ Yes ☐ No If Yes \$ 44,524.00 % _____

*Match funding from other sources? ☐ Yes ☒ No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Cliff Gyves

Department: Natural Resources, Parks and Recreation

Telephone: 520-724-5752

Department Director Signature: [Signature]

Date: 8/19/21

Deputy County Administrator Signature: [Signature]

Date: 8/19/2021

County Administrator Signature: [Signature]

Date: 8/19/21



08/05/21 AM 11:54 NRPR ACCT

August 2, 2021

Clifford M. Gyves
Pima County, AZ Natural Resources, Parks & Recreation
3500 W. River Rd.
Tucson, AZ 85741

RE: FY2022 AZ Game and Fish Commission Shooting Range Development Grant Agreement

Mr. Gyves,

Enclosed you will find two copies of the FY22 Arizona Game and Fish Commission Shooting Range Development Grant Agreement between the Department and Pima County. Please review the agreements and sign both of them. Once signed please return one copy to the below address, and retain the other copy for your own records.

Statewide Shooting Range Administrator
Matthew Schwartzkopf
5000 W. Carefree Highway
Phoenix, AZ 85086

Please remember that work cannot begin on the grant project until the *Notice to Proceed Letter* is received.

Sincerely,

A handwritten signature in black ink, appearing to read "MS", followed by a stylized signature that likely belongs to Matthew Schwartzkopf.

Matthew Schwartzkopf



Arizona Game and Fish Department Shooting Ranges Development Grants

Project Agreement Summary Sheet

Project number: 22-07582-08

Project name: Southeast Regional Park Shooting Range Expansion

Project coordinator: Clifford M. Gyves, Pima County

Project period: From: July 1, 2021 To: June 30, 2022

Description:

Construction of an additional range bay, 50 yards deep by 50 yards long, to be subdivided into smaller bays used for reactive target shooting, training classes and rifle-pistol overflow customers from the standard range.

Notations:

Work will be completed as set forth in the grant application.

Commission award:	\$44,524.00
Grantee matching share:	\$44,524.00
Total project cost:	\$277,195.00

**SHOOTING RANGE GRANT AGREEMENT
BETWEEN
THE ARIZONA GAME AND FISH COMMISSION
AND
PIMA COUNTY**

This Shooting Range Grant Agreement ("Agreement") is entered into between the Arizona Game and Fish Commission ("Commission") and Pima County ("Grantee") (collectively "Parties" and singularly "Party") pursuant to A.R.S. § 17-231 (B) (7). The terms "Department" and "Director" refer to the Arizona Game and Fish Department and its Director, acting as administrative agent for the Commission.

WHEREAS, the Commission may expend funds to provide training in the safe handling and use of firearms and safe hunting practices pursuant to A.R.S. § 17-231.B.4;

WHEREAS, the Commission has a formal Policy, A2.19, for Shooting Range Development;

WHEREAS, Policy funds from the Commission are provided to the Grantee on a 50:50 matching basis;

WHEREAS, the Commission believes it is important to collaborate with other agencies or organizations in conserving Arizona's wildlife and preserving Arizona's wildlife heritage;

WHEREAS, the Commission wishes to foster this valuable relationship by granting funds to the Grantee to carry out the project(s) set forth in the Grantee's approved Grant Application Southeast Regional Park Shooting Range Expansion #22-07582-08 ("Application"), which is incorporated herein and attached as Attachment A, in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the above premises, the Parties hereto agree as follows:

I. The Commission agrees that the Department shall:

1. Provide grant funding to the Grantee in the amount of **\$44,524.00** to carry out projects set forth in the Grant Application Southeast Regional Park Shooting Range Expansion #22-07582-08. Ninety percent (90%) of the funding will be provided upon signature by both Parties to this Agreement and the remaining ten percent (10%) will be provided upon completion of the projects, submittal of a final report by the Grantee, and inspection and approval of the completed projects by the Department. The Grantee shall place all funding received from the Department in a non-interest bearing account.

2. Grant funding shall not be provided to the Grantee for items other than those defined in the Application for projects and approved by the Department and Grantee.

II. The Grantee shall:

1. Provide cost share (match) towards the total project costs in the form of cash, donations of equipment, materials, land acquisition, and labor, which shall equal or exceed the Commission's Award.
2. Deposit all grant funding received under the terms of this Agreement to appropriate account(s) for project(s) under the name and number of the project and use such non-interest bearing funds to fulfill the purposes set forth in the Application. Should the Grantee use funds provided to it through this Agreement for purpose(s) other than those set forth in the Application, this Agreement shall terminate automatically and the Grantee shall return to the Department all misappropriated and unused funds. The Grantee shall not use grant funds for the purpose of producing income. The Grantee shall not use grant funds to pay compensation in excess of the established salary for any permanent employee. The funds shall be expended only for grant work as authorized under the terms of this Agreement.
3. Maintain full accounting of all actual expenses associated with completing this project and provide copies to the Department as requested.
4. Publicly acknowledge that Commission funds were used to assist project accomplishments. All materials prepared in the performance of this Agreement shall be acknowledged as having been funded by the Arizona Game and Fish Department.
5. Install a permanent sign at the project site that credits the Department, contains the official Department logo, and states that funding for the project(s) has been provided by the Department.
6. Submit quarterly project status reports that include the following information: 1) Progress toward completing approved work; 2) An itemized, cumulative project expenditure sheet; 3) any anticipated delays or other problems that may prevent on-time completion of the project; 4) any additional information that the Department requests in accordance with this Agreement.
7. Ensure design and construction of the Project shall conform to the plan submitted with the Application. Any changes in the approved plans must be approved in writing by the Statewide Shooting Range Administrator.
8. Operate and maintain grant-assisted capital improvements, provide reasonable protection of any project improvements, and ensure that reasonable public access

(as defined in application) is maintained for a minimum of ten (10) years after completion of the project during the Term of Public Use.

9. Return to the Department any unused funding upon completion of the awarded project. The Grantee may make a written request that the Department award the unused funding for an additional project that is consistent with the original scope of work. The Department will consider the request and notify Grantee of its determination within thirty (30) days of receipt of written request.
10. Make available the project improvements free of charge for State Hunter Education and Safety, Archery Education and Scholastic Clay Target Programs (as applicable to the type of range being granted funding) and for general use by the public during reasonable hours. A nominal fee (as defined in Application) may be charged for public use of the range.
11. If any cultural resources (including human remains or cremations) are encountered during any aspect of this project, the crew should immediately stop work at that specific location, take steps to protect the discovery, and immediately call the Arizona Game and Fish Cultural Resource Compliance Manager at 623-236-7620 (Office) in order to determine the appropriate treatment of the discovery.

III. The Commission and the Grantee mutually agree and understand that:

1. At its discretion, the Department may conduct periodic on-site inspections of the project(s) as needed.
2. In the event of a conflict between the terms of this Agreement and the Application, the terms of this Agreement shall govern.
3. This Agreement shall become effective upon the date of final signature and will expire on June 30, 2022. This Agreement may be amended at any time by mutual agreement of the Parties in writing. It may be terminated by either Party upon thirty (30) days written notice to the other Party. Upon termination, the Grantee shall cease all work performed pursuant to this Agreement and return any unused funds to the Department.
4. The Parties may amend the terms of this Agreement by mutual written consent. The Department shall prepare any approved amendment in writing, and both the Department and the Grantee shall sign the amendment. An amendment lacking a required signature is invalid.
5. Should the property rights to the Subject Property be transferred to another Party during the term of this Agreement, the terms and conditions of this Agreement shall be transferred with the property to such other Party.
6. The Department may temporarily suspend grant assistance under the project

pending required corrective action by the Grantee or pending a decision by the Department to terminate the grant by notifying the Grantee in writing. Whenever one Party to this contract in good faith has reason to question the other Party's intent to perform, he or she may demand that the other Party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within ten (10) days, the demanding Party may treat this failure as an anticipatory repudiation of the contract.

7. The Department may terminate the project in whole, or in part, at any time before the date of completion whenever it is determined that the Grantee has failed to comply with the terms or conditions of the approved Application or this Agreement. In case of default, the Department will provide written notification to the Grantee. The Grantee will have ten days to correct the default or show cause. The Department will promptly notify the Grantee in writing of the determination and the reasons for the termination, together with the effective date. All payments made to the Grantee shall be recoverable by the Department under the project terminated for cause.
8. The Department or Grantee may terminate the project in whole, or in part, at any time before the date of completion, when both Parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two Parties shall agree upon the termination conditions, including the effective date of the termination and, in the case of partial termination, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Department may allow full credit to the Grantee for the grant share of non-cancelable obligations properly incurred by the Grantee before termination.
9. The Department may require specific performance of the terms of this Agreement or take legal steps necessary to recover the funds granted if the Grantee fails to comply with the terms of the grant or breaches any condition or special condition of the Application or Agreement.
10. The remedies expressed in this Agreement are not intended to limit the rights of the Department. This Agreement shall not in any way abridge, defer, or limit the Department's right or remedy under law or equity that might otherwise be available to the Department.
11. If the Grantee violates state law or this Agreement, the Department may seek recovery of all funds granted and classify the Grantee as ineligible for Shooting Range Development Grant Funds for a period not to exceed five (5) years.
12. The Grantee is subject to the Department's on-site monitoring inspections to validate Grantee's compliance with the Agreement. All open grants (ongoing), closed grants (within ten [10] years of grant closure) and grants still within the "term of public use" are subject to Department monitoring inspections. When a

Department monitoring inspection discovers the Grantee's default or non-compliance with the terms of the Agreement, the Department will provide written notification to the Grantee, and the Grantee will have ten (10) business days to correct the default or non-compliance. The Department may pursue any remedy if the Grantee fails to correct the default or non-compliance within the period to correct, unless the Grantee can show good cause for not correcting the default or non-compliance.

13. Remedies may include repayment of the grant if the Grantee fails to provide for operation and maintenance of the equipment, facilities or product of any shooting range grant funded project during the Term of Public Use. The Grantee shall reimburse the Department one-hundred percent (100%) of grant funding received.
14. All written notices concerning this Agreement shall be delivered in person or sent by certified mail, return receipt requested, to the Parties as follows:
 - A. For the Commission and Department:
Statewide Shooting Range Administrator
Shooting Sports Branch
Arizona Game and Fish Department
5000 W. Carefree Highway
Phoenix, Arizona 85086
 - B. For the Grantee:
Clifford M. Gyves
Pima County, AZ - Natural Resources, Parks & Recreation
3500 W. River Rd.
Tucson, AZ 85741
15. In carrying out the terms of this Agreement, the Parties agree to comply with Executive Order 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
16. Pursuant to A.R.S. § 35-214, all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the State of Arizona for five (5) years after completion of this Agreement. Upon request, Grantee shall produce original of any and all such records.
17. In accordance with A.R.S. § 41-151.12 (GS 1018), all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be kept for six (6) years after completion of this Agreement.
18. The Grantee shall use equipment purchased with grant funds for a public purpose for the useful life of the equipment, or surrender the equipment to the Department upon completion of the project, whichever comes first, if the equipment purchased with grant funds has an acquisition cost of greater than \$500. If the

equipment is sold, the Grantee shall pay the Department the amount of any resulting proceeds in the ratio equivalent to the funds provided for the purchase.

19. In accordance with A.R.S. § 12-1518, the Parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.
20. Unless the Grantee is a State agency, or an agency of the United States of America, the Grantee shall indemnify, save and hold harmless the Department, and the State of Arizona, its agents, departments, officers and employees from all claims, loss, damage, liability, expense, costs, and charges incident to or resulting in any way from any injuries or damage to any person or any damage to any property caused by or resulting from the issuance of or the performance of services rendered as part of this Agreement
21. Assignment-Delegation: No right or interest in this contract shall be assigned by the Grantee without the prior written permission of the Department, and no delegation of any duty of the Grantee shall be made without the prior written permission of the Department.
22. This Agreement is subject to termination for conflict of interest pursuant to A.R.S. § 38-511.
23. This Agreement shall terminate automatically if funds necessary to carry out this Agreement are not allocated or available to the Commission or the Department. In the event of such termination, the Commission and the Department shall incur no obligation or liability to the Grantee under this Agreement.
24. This Agreement in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, or individuals.
25. All work performed pursuant to this Agreement shall be in compliance with all applicable state and federal laws and regulations. If Grantee violates state or federal law or this Agreement, the Department shall seek recovery of all funds awarded and classify the Grantee as ineligible for grant funding for a period not to exceed five (5) years.
26. The attached Application and estimated cost sheet are hereby incorporated and become a part of this Agreement.
27. It is understood by the Parties that the Grantee is an independent contractor with respect to Arizona and not an employee of the Department. The Department will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefits to the Grantee.

28. Grantee's employees and or volunteers, if any, who perform services under this Agreement are bound by the provisions of this Agreement. At the request of the Department, the Grantee shall provide adequate evidence that such persons are the Grantee's employees or volunteers.
29. Grantee acknowledges its obligation to obtain appropriate insurance coverage for the benefit of the Grantee (and Grantee's employees and/or volunteers, if any). The Grantee waives any rights to recovery from the State of Arizona, the Commission or the Department for any injuries or property damage that the Grantee (and/or Grantee's employees or volunteers) may sustain while performing services under this Agreement and that are a result of the negligence of the Grantee or Grantee's employees and/or volunteers.
30. If Grantee contracts with a third party or subcontractor, the Grantee shall be responsible for ensuring said third party's or subcontractor's compliance with the terms of this Agreement and Grantee shall be responsible to the state of Arizona, the Commission, and the Department if the third party or subcontractor defaults or violates any terms or conditions of this Agreement.
31. The Parties agree to comply with Executive Order 2005-30, "Ensuring Compliance with Federal Immigration Laws by State Employers and Contractors," the provisions of which are hereby incorporated by reference.
32. Special terms and conditions, if any, will be attached hereto as Attachment B and are hereby incorporated into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the last signature date below:

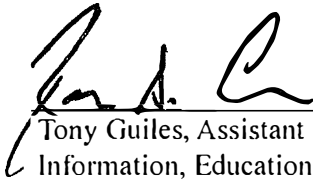
PIMA COUNTY

See next page for signatures

[Name]
[Title]

[Date]

ARIZONA GAME AND FISH DEPARTMENT



Tony Guiles, Assistant Director
Information, Education and Wildlife Recreation Branches

July 27, 2021
[Date]

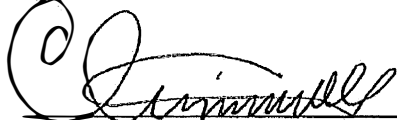
By signing below, the Recipient (Pima County) acknowledges and agrees to the terms of the Arizona Game and Fish Department Shooting Ranges Development Grant and Agreement.

For Grantee:

Sharon Bronson, Chair, Pima County Board of Supervisors

Date

Approved as to form:



Deputy County Attorney

8/19/2021

Date

Approved as to Content



Natural Resources, Parks & Recreation

8/19/21

Date

Attest:

Julie Castañeda, Clerk of the Board

Date