

**Arizona Department of Forestry and Fire Management**  
**Grant Agreement No. NFHF 21-202**  
**Healthy Forest Initiative Grant Program**

This grant agreement (“Agreement”) is entered into by and between the (“Grantee”) Arizona Department of Forestry and Fire Management (“State Forestry” or “State”) and (“Sub-grantee”), **City of Flagstaff (DUNS #08-830-2625)**, pursuant to the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, as amended; Food, Agriculture, Conservation, and Trade Act of 1990, as amended, Public Law 101-624.

**I. PURPOSE OF AGREEMENT**

State Forestry is a primary recipient of grant funds provided by the USDA Forest Service to assist in the advancement of forest resources management; forest insect and disease management, urban and community forestry, development and transfer of new and improved fire control technologies, organization of shared fire suppression resources, forestry resources planning, conservation of forest land, and achievement of a number of other goals for the use and protection of forest lands. This agreement is a sub-award of those federal grant funds authorized under Arizona Revised Statute 37-1302.

Subaward of Federal Award # **21DG11030000-016**, dated **08/03/2021**  
The Catalog of Federal Domestic Assistance (CDFA) Number is **10.697, Cooperative Forestry Assistance**, U.S. Department of Agriculture, Forest Service

**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 **June 30, 2024** unless otherwise terminated or modified pursuant to the terms herein.

**V. COMPENSATION AND MATCHING INVESTMENT**

Grant funds may be utilized for up to **70%** of the total cost of this program. A contribution by the Sub-grantee for an additional **Cost Share Match of 30%** 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 (federal portion) **shall not exceed \$250,000.00**

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 funds and reimbursement by the United States Department of Agriculture, Forest Service.

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.

This is an award of Federal financial assistance and is subject to the Office of Management and Budget (OMB) guidance in Subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. All Federal and Sub-grantee matching/cost-share contributions are subject to applicable guidance. All project expenditures are subject to the Single Audit act of 1984 and payments shall adhere to the Federal Cash Management Improvement Act (CMIA).

## **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**

SINGLE AUDIT ACT OF 1984: All project expenditures are subject to the Single Audit act of 1984 and all relevant Office of Management and Budget (OMB) guidance including 2 CFR 200, Subpart F . Sub-grantees are subject to audit if their share of federal financial assistance is \$750,000 or more for a single fiscal year. Federal financial assistance includes reimbursements under this award and all other financial assistance originating from any agency of the federal government during the Sub-grantee's fiscal year. Sub-grantee will be required annually to report compliance with this requirement.

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. Any audit involving a Federally-funded grant shall provide a copy of the audit report to the Federal Audit Clearinghouse within 30 days after receipt from auditor or nine months from the close of the sub-grantee's fiscal year, whichever is earlier.

## **IX. PROCUREMENT REQUIREMENTS**

All procurement activities shall be in compliance with State, Federal, and local laws including Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200, Subpart D as adopted and supplemented by the USDA in 2 CFR Part 400. All Sub-grantees are responsible for developing, documenting, and adhering to their own established procurement processes that include both administrative and accounting controls.

## **X. REPORTING REQUIREMENTS**

Sub-grantee shall monitor the performance of the grant activities to ensure that performance goals are being achieved. Sub-grantee shall provide detailed grant/project accomplishments in quarterly reports to State Forestry no later than 30 days after the end of each calendar quarter, or as requested by State Forestry. Quarterly performance reports shall follow the format identified in Attachment E or as may be revised by State Forestry. Reports (quarterly and final reporting) will contain information on the following: (1) A comparison of actual accomplishments to the goals established for the period and for the entire program or project, (2) Output of the project that can be readily expressed in numbers, such as acres of forest treatment, number of citizens served, or other similar activities. A computation of cost per unit of output may be required where applicable, (3) Reason(s) for delay if established goals were not met. (4) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs. (5) Before and after pictures (required for final report and optional for quarterly reporting). (6) Mapping in the form of a pdf / paper map to be included in the final reporting and shapefiles (see GIS section below)

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. Reimbursement requests submitted with documentation (grant share or match) that is older than 6 months will not be accepted without prior approval.

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. Final financial reimbursement may be held until all accomplishment reporting is complete and submitted to State Forestry.

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. COMPLIANCE AND PERMITS**

Grantee agrees that it is responsible for acquiring prior to treatment all permits required by applicable federal, state, and local jurisdictions. Grantee also agrees that is responsible for adherence to all applicable statutes, regulations, ordinances, and codes promulgated by applicable federal, state, and local jurisdictions, including but not limited to environmental regulations concerning the presence, existence, discharge, emission, or removal of any substances such as by-products, wastes, pollutants, and hazardous and toxic materials.

## **XII. 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 Programmatic Contact:**

Stacey Brechler-Knaggs  
City of Flagstaff  
Grants and Contracts Manager  
211 West Aspen Ave.  
Flagstaff, AZ 86001  
928-213-2227  
sknaggs@flagstaffaz.gov

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

Josh Hudson  
Arizona Department of Forestry and Fire Management  
Grants Program Manager  
1110 West Washington Suite 500  
Phoenix, AZ 85007  
602-761-0285  
jhudson@dffm.az.gov

**XIII. 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:

<u>STATE FORESTRY</u>	<u>SUB-GRANTEE</u>
<b>John Richardson</b> <b>Assistant State Forester for Forestry Programs</b> <b>Arizona Department of Forestry and Fire Management</b> <b>1110 West Washington, Suite 500</b> <b>Phoenix, AZ 85007</b> <b>602-771-1420</b> <b>jrichardson@dffm.az.gov</b>	<b>Greg Clifton</b> <b>City Manager</b> <b>City of Flagstaff</b> <b>211 West Aspen Ave.</b> <b>Flagstaff, AZ 86001</b> <b>928-213-2053</b> <b>greg.clifton@flagstaffaz.gov</b>

**XIV. 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 and the U.S. Forest Service reserve the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

**XV. 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.

**XVI. 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

Additional Certifications (require separate signatures):

- AD1048** - USDA Form AD-1048 Debarment Certification
- Lobbying** - USDA Lobbying Certification

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

<p><b><u>STATE FORESTRY</u></b></p> <p>Arizona Department of Forestry and Fire Management. 1110 West Washington, Suite 500 Phoenix, AZ 85007</p>	<p><b><u>ACCEPTED BY SUB-GRANTEE</u></b></p> <p>City of Flagstaff 211 West Aspen Ave. Flagstaff, AZ 86001</p>
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\_\_\_\_\_  
Signature

**Arizona State Forester**

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

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Print

\_\_\_\_\_  
**Assistant State Forester for Forestry Programs**

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

**ATTACHMENT A**

**Project Application  
(Cover Sheet)**

# Applications: A04 2021 Greater Flagstaff Healthy & Resilient Forest Project

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## Profile

jbyrne@flagstaffaz.gov

## Org Name

A04 Flagstaff Fire Department / Summit Fire & Medical District

### 1. Application/Project Title (100 character max)

A04 2021 Greater Flagstaff Healthy & Resilient Forest Project

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

1

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

6

## 4. Project Lead

Jerolyn Byrne - Firewise Specialist; Neil Chapman - Forest Health Supervisor neil.chapman@flagstaffaz.gov; Stacey Brechler Knaggs - Grants and Contracts Manager sknaggs@flagstaffaz.gov

## 5. Acres to be Treated

180

## 5a. Treatment Type

Hand Treatment, Mechanical Treatment

## 6. Project Overview and Area Description (2,500 character max)

The City of Flagstaff is nestled in the northern portion of the largest continuous ponderosa pine forest in the world. The project area encompasses several neighborhoods and city parks located on the western and northwestern edge of the City, and overlooking at-risk neighborhoods immediately adjacent or within easy ember transport distance of nearby neighborhoods and the downtown area of the city. The identified areas consist of highly vulnerable, heavily stocked ponderosa pine forest, with interlocking canopies and a density range of between 120-200+ Basal Area/acre and high density neighborhoods within the wildland urban interface (WUI) of Flagstaff. The pre-dominant wind direction and historical fire spread would move a fire from these areas into adjacent residential areas quickly. (We experience a minimum of 30 critical fire weather days each year: defined as Relative Humidity below 5%, eye level winds in excess of 20 mph, and temperatures in excess of 80 degrees).

## 7. Scope of Work (5,000 character max)

Grant funds would permit at least 180 acres of private land forest health improvement and wildfire mitigation work by creating defensible space and reducing hazardous fuels within the Greater Flagstaff area. Targeted outreach and neighborhood engagement has already occurred to sign on priority property owners who are interested and willing in completing this work. Grant funds will be spent on selective thinning (ie - tree cutting) by contractor on private parcels. This will include complete tree removal and debris disposal activities (chipping and hauling).

Tasks:

A) Project set-up (assessment, boundary identification, tree marking, site inspection, etc), award and administration, reporting, issuance of payments, and final debris disposal work will be coordinated/inspected by Flagstaff Fire Dept & Summit Fire & Medical Wildland Fire Management (WFM) staff with property owner and vendor and

B) Cutting, debris disposal, and rehabilitation will be carried out by a contractor of property owner's choosing - aligning with city's procurement process of a minimum of 3 bids.

Current selective thinning and debris disposal activities in Flagstaff area is averaging \$800-3,500+/acre. High density areas in WUI where complex or technical removals take place and where tree densities on a 1/5 acre lot exceed 120+ basal area or 100+ trees and where average of 50-70 trees are removed per acre of ponderosa pine create high bids.

TOTAL Project Cost for private parcels: {180 acres x cap of \$2,500/acre} = maximum direct costs of \$450,000 with the property owners fully prepared to meet the 10% match requirement (total \$). This will be accomplished by funds provided through a reimbursement by the grant (90% of the cost of the work per acre) to the property owners (through the city as the financial agent) after work is completed by a vendor of their choosing. Any costs beyond the cap of \$2,500/acre is understood to be carried by the property owner. The work will be verified by site inspection and invoice of vendor provided to the property owner for any reimbursement to occur. Any reimbursement will not exceed invoice and will be directly proportional to the cost per acre beneath the \$2,500/acre cap. Example: 5 acres treated at \$1,200 per acre for a total invoice of \$6,000 of which \$5,400 (90% grant share) will be reimbursed to the property owner.

Total costs includes indirect costs as well as required by the city's indirect cost rate agreement (FY20 rate is set at 10%, which totals = \$50,000 which the city is prepared to match 30% (see budget section for breakout).

## **8. Project Timeline (1,000 character max)**

1. Marking of properties, site inspections will occur after receipt of agreement with completion target late fall '22.
2. Cutting and debris disposal operations will occur immediately following agreement in place by vendors - target of 25-50 acres complete by mid-year '22; another 25-50 acres complete target end of '22; target 25-50 acres mid year '23; target 25-50 end of '23; final remaining acres complete mid-late '24.
3. Quarterly Reports will be prepared with progress will be provided along with a Financial Statement requesting reimbursement and will be developed in cooperation with the City's Finance Dept, and submitted to the State for processing.
4. Final closeout and report target for December 2024. Thereafter, periodic neighborhood inspections will occur for adequate forest densities and fuels accumulation, tracked in the city's GIS database of treatment work.

## **9. Project Goals, Objectives, and Deliverables (2,000 character max)**

The goals of this project include improving/maintain our forest ecosystems, preserve water sources and prevent long-term damage to critical watersheds, reducing catastrophic fire and post-fire flooding events, insect infestations, preserving valuable wildlife habitat, increased recreational values, and maintaining community well-being (to include public safety - first responders, residents, and visitors).

Project Objectives: The mark will primarily reflect targets for fuels reduction and desired future conditions (developed with input from entities identified in the partners section) with a post-cutting target of not-to-exceed 90 Basal Area/acre. When possible, leave tree patterns will include tree groups and openings that represent historical patterns of ponderosa pine forests in our area, and allows the remaining trees/forest to withstand what otherwise might be damaging fire, as well as other disruptive agents (drought, insects).

Project Deliverables: 180 acres of private property within the Greater Flagstaff area will be treated to meet the objectives and goals of this project. Communities involved include City of Flagstaff, unincorporated areas of Summit Fire and Medical District to include Baderville and Ft Valley HOA. Measure of success is acres treated, homeowner contacts to include education and outreach, and active engagement in these communities toward Firewise USA site recognition.

## **10. Collaborative Elements and Partners (1,500 character max)**

This work complements efforts of landscape scale restoration of ponderosa pine in the Greater Flagstaff Area as well as northern Arizona to include the Flagstaff Watershed Protection (FWPP) and the Four Forests Restoration Initiative (4FRI) occurring across multiple jurisdictions of City of Flagstaff, Coconino County, Arizona State Trust, and Coconino National Forest lands. The nearest location of this type of work is featured on Dry Lake Hills as part of the FWPP, is within a mile of many of the parcels identified on the map, and has been awarded this funding in past cycles.

## **11. Sustainability Plan (1,000 character max)**

Regular thinning of pine populations and limiting regeneration to only that of single tree replacement sustains private property treatments. Homeowners will sign a reimbursement agreement to maintain the recommended densities. All partners are actively engaged in public awareness campaigns for wildfire and is an ongoing tenant of Flagstaff Fire Dept & Summit Fire & Medical Wildland Fire Management (WFM) programming. Under the greater Flagstaff CWPP, the city of Flagstaff's 2006 Wildland Urban Interface Code adopted in 2008, and the passing and implementation of the Flagstaff Watershed Protection Project in 2012, our partners and community members continually commit to reducing wildfire risk. Monitoring will occur by site inspections annually by WFM staff who have been engaged in this work for 20 plus years. Four permanent WFM staff members are qualified foresters and fire managers that offer that assistance to the community at large.

### **Upload Budget Form**

2021\_AZ Healthy Forest Initiative\_Project Budget Form.pdf

### **Upload Project Overview Map**

FHIOverview.pdf

### **Upload Project Shape Files**

FHI21FFDSFMD.shp

### **Upload Letters of Partner Support (optional)**

**Is the project identified as a specific priority within any Community Wildfire Protection Plans (CWPP)? Reply YES or NO. If yes, please describe.**

Yes. The area is under the Greater Flagstaff CWPP. <https://gffp.org/wp-content/uploads/2018/01/Combined-2012-CWPP-Review-Report.pdf>

**Is the proposed project area classified as High, Very High, or Extreme Risk by AZWRAP? Reply Yes or No**

Yes

**Average Score**

**# of Reviews**

1

**# of Denials**

0

**Applications: File Attachments**

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**Upload Budget Form**

2021\_AZ Healthy Forest Initiative\_Project Budget Form.pdf

**Upload Project Overview Map**

FHIOverview.pdf

**Upload Project Shape Files**

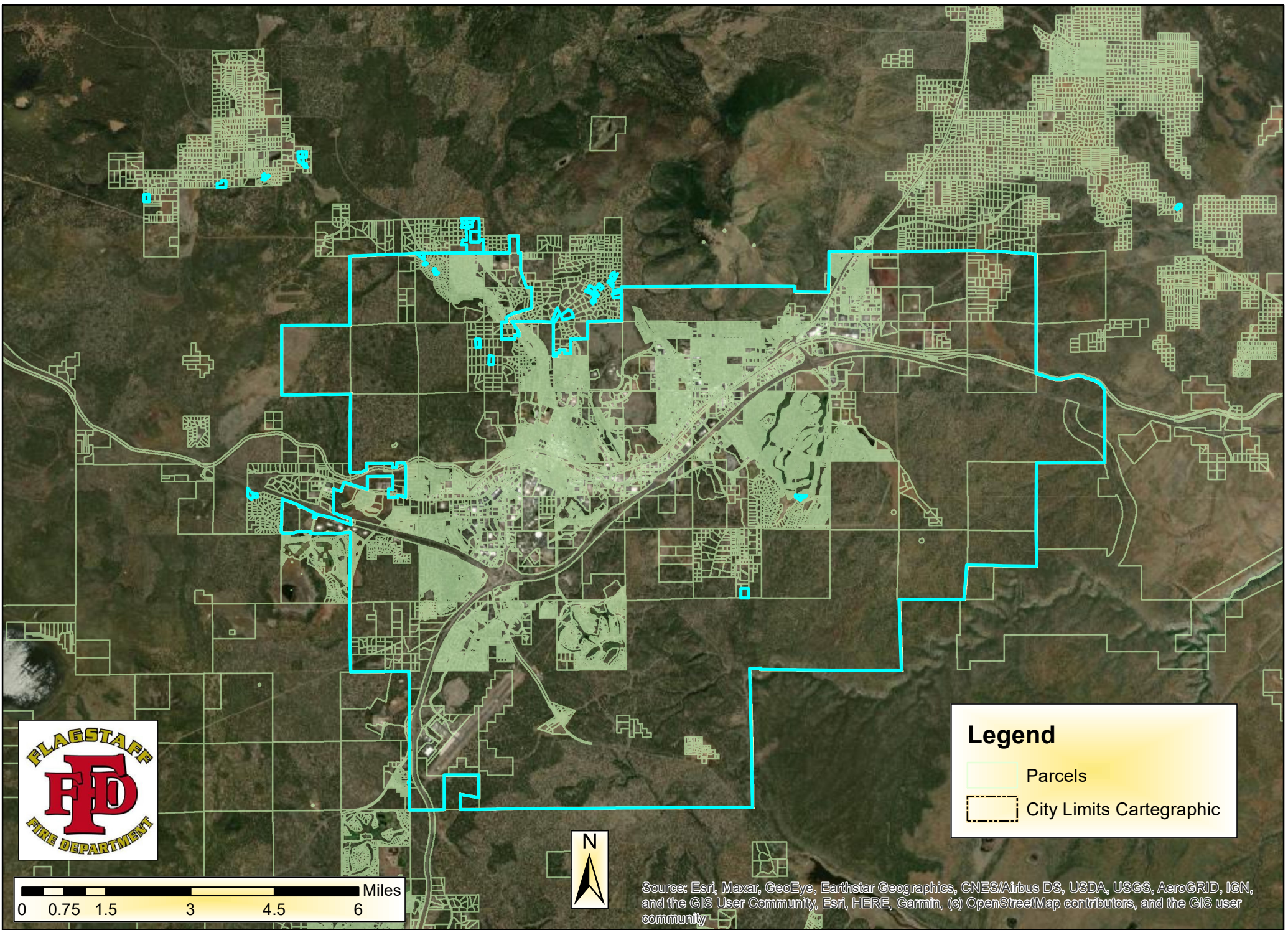
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Project: 2021 Greater Flagstaff Healthy & Resilient Forest

<b>Total Project Budget (by expense type)</b>				
<b>Budget Detail</b>	<b>Grant Share</b> (\$ Amount Requested)	<b>Match</b>		<b>TOTAL</b>
		<b>Dollars</b>	<b>In-Kind</b>	
<b>Administrative Labor:</b>	\$0	\$0	\$0	\$ 0
<b>Project Labor:</b>	\$0	\$0	\$0	\$ 0
<b>Fringe Benefits:</b>	\$0	\$0	\$0	\$ 0
<b>Travel:</b>	\$0	\$0	\$0	\$ 0
<b>Equipment:</b>	\$0	\$0	\$0	\$ 0
<b>Supplies:</b>	\$0	\$0	\$0	\$ 0
<b>Contractual:</b>	\$315,000	\$135,000	\$0	\$450,000
<b>Other:</b>	\$35,000	\$0	\$15,000	\$50,000
<b>TOTAL:</b>	\$350,000	\$135,000	\$15,000	\$500,000

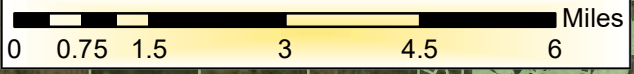
<b>Budget Narrative</b>	
<p><b>Provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match.</b></p> <p><b>Contractual:</b> The 70% grant share of \$350,000 and the 30% grant match of \$135,000 supplied by property owners equates to direct costs of \$450,000 and will be allocated for contractual mechanical or hand felling of selective tree removal and initial debris disposal (chipping and hauling) up to 180 acres of forest treatment and hazardous fuels reduction in Greater Flagstaff Forest Health Resilience Project area. 180 acres at \$450,000 total direct contractual project cost per acre is approximately \$2500/acre which is a rough average cost per acre for Flagstaff area.</p> <p><b>Other:</b> A total of \$50,000 of grant share is allocated for funds associated with city's grant administration for indirect costs. 10% is the established indirect cost rate established in the City's Indirect Rate Cost Agreement for fiscal year 2020. The breakout is as follows:</p> <ol style="list-style-type: none"> <li>1. 70% grant share: \$50,000 x 70% = ~35000</li> <li>2. The city's 30% match: \$50,000 x 30% = ~\$15000 which is related to the city's indirect costs related grant administration.</li> </ol> <p>Indirect Costs Rate Agreement for grant administration includes: building depreciation, equipment depreciation, non-departmental general administration, employee benefits and insurances, indirect purchasing/procurement, and billing/reimbursement administration.</p>	

# FHI Greater Flagstaff Forest Resilience Overview



**Legend**

- Parcels
- City Limits Cartographic



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

## Attachment: Invalid File or Empty File FHI21FFDSFMD.shp

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The file FHI21FFDSFMD is corrupt or in an unsupported format.

## Applicant Information

Tell us about you.

**Linked Applicant**

[jbyrne@flagstaffaz.gov](mailto:jbyrne@flagstaffaz.gov)

**First name**

Jerolyn

**Last name**

Byrne

**Email**

[jbyrne@flagstaffaz.gov](mailto:jbyrne@flagstaffaz.gov)

**Title**

Firewise Specialist

**Company**

City of Flagstaff Fire Department

**Company Website**

<http://flagstaff.az.gov/132/Wildland-Fire-Management>

**City**

Flagstaff

**State**

Arizona

## Organization Information

Tell us about your organization.

**Organization Name**

City of Flagstaff

**Employer Identification Number (EIN)**

860000244

**DUNS**

088302625

**Authorized Representative**

**Business/Finance Representative**

## Organization Address

**Address**

211 W Aspen Ave

**Address 2**

**City**

Flagstaff

**State**

Arizona

**County**

Coconino County

**Congressional District/Region**

1

**Zip**

86001

**Phone**

928-213-2510

**Phone Extension****Fax**

Authorized Representative (if different from above)

**Name****Title****Email****Phone**

Business/Finance Contact (if required)

**Name****Title****Email****Phone**

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

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

**Detailed Work Plan**

**Flagstaff Fire Department – Greater Flagstaff Forest Health Resilience Project**

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**SCOPE:**

Narrative Overview - Flagstaff sits within the largest continuous ponderosa pine forest in the world. A 2003 report identified Flagstaff as the #1 Wildfire Threatened community within AZ. The project area contains 129 acres of prioritized private property throughout the greater Flagstaff area and within close proximity of the *Flagstaff Watershed Protection Project (FWPP)* and Four Forest Restoration Initiative task order areas of the Coconino National Forest. This work complements efforts of landscape scale restoration of ponderosa pine in the Greater Flagstaff Area as well as northern Arizona to include the Flagstaff Watershed Protection (FWPP) and the Four Forests Restoration Initiative (4FRI) occurring across multiple jurisdictions of City, County, State, and federal lands.

Project Tasks/Components –

- a) **Planning and Oversight:** Jerolyn Byrne, Wildland Firewise Specialist in the Wildland Fire Management (WFM) Division of the Flagstaff Fire Dept (FFD), will be responsible for all phases, to include project boundary marking, stakeholder notification, prescription development, tree marking, site preparation, and reporting for all grant-funded operations.
- b) **Grant Management:** Stacey Brechler-Knaggs, City of Flagstaff Grants and Contracts Manager, will coordinate adherence to all grant agreement provisions and all reimbursable invoicing processes.
- c) **Field Treatment Work (cutting, processing, wood removal, debris piling):** Work will be accomplished by a contractor of property owner's choosing.

Outcomes - Specifically, this project will complete 129 acres of selective tree thinning and debris disposal on prioritized parcels pre-identified to this grant through active outreach campaign for targeted priority areas of Flagstaff (see map). The overall goal is to reduce/eliminate excessive and overly-dense ponderosa forest stands, to improve forest health, and lowering the risk of future wildfire hazard fuels and insect infestations increase Firewise and survivable space in the identified neighborhoods. A basal area range of 60-90 will define our treated acre target, measured pre- and post-treatment, and verified during final inspection of work completed by contractors. To facilitate this work, we have conducted an active and on-going outreach effort targeting these specific neighborhoods and individual stakeholders, recruited homeowners interested in the long-term management of these parcels, and educating them on the responsibility to improve forest health and wildland hazardous reduce fuels on their properties.

Map Note: Attached. 7 total maps. 129 acres identified to be treated.

**SCHEDULE:**

***Project Deliverables -***

<b><u>CY</u></b>	<b><u>Qtr</u></b>	<b><u>Activity</u></b>	<b><u>Reporting</u></b>
2021	4th	<ul style="list-style-type: none"> <li>• Conduct community outreach to pre-identified neighborhoods and signed up stakeholders (prior to grant cycle) of planned process for eligibility and path forward for completion</li> <li>• Finalize details and agreement with DFFM</li> <li>• Council agenda meeting for approval of funds</li> <li>• Begin site visits and setup, marking of trees, and assessments for forest treatment work (10-20 acre target)</li> </ul>	<ul style="list-style-type: none"> <li>• Qtr report to DFFM</li> </ul>
2022	1 <sup>st</sup> - 2nd	<ul style="list-style-type: none"> <li>• Continuation of site visits and setup, marking of trees, assessments (Approximately 10-25 acres targeted)</li> <li>• Coordinate with homeowners upon completion of contractor forest treatment work and obtain reimbursements packets (Approximately 10-15 acres targeted)</li> <li>• Provision of project status update</li> </ul>	<ul style="list-style-type: none"> <li>• Qtr report to DFFM</li> </ul>
	3 <sup>rd</sup> - 4th	<ul style="list-style-type: none"> <li>• Continuation of site visits and setup, marking of trees, assessments (Approximately up to 15-30 acres targeted)</li> <li>• Coordinate with homeowners upon completion of contractor forest treatment work and obtain reimbursements packets (Approximately 15-30 acres targeted)</li> <li>• Provision of project status update</li> </ul>	<ul style="list-style-type: none"> <li>• Qtr report to DFFM</li> </ul>
2023	1 <sup>st</sup> - 2nd	<ul style="list-style-type: none"> <li>• Continue site visits and setup, marking of trees, assessments (Approximately 10-15 acres targeted)</li> <li>• Coordinate with homeowners on targets and reporting to complete removals and obtain reimbursements (Approximately 10-15 acres targeted)</li> <li>• Provision of project status update</li> </ul>	<ul style="list-style-type: none"> <li>• Qtr report to DFFM</li> </ul>
	3 <sup>rd</sup> - 4th	<ul style="list-style-type: none"> <li>• Complete all site visits and setup, marking of trees, assessments (5–10-acre target)</li> <li>• Coordinate with homeowners upon completion of contractor vegetation management and obtain reimbursements packets (Approximately 20-30 acres targeted)</li> <li>• Provide project status update</li> </ul>	<ul style="list-style-type: none"> <li>• Qtr report to DFFM</li> </ul>

2024	1rst-2nd	<ul style="list-style-type: none"> <li>• Complete all site visits and setup, marking of trees, assessments (5–10-acre target)</li> <li>• Coordinate with homeowners upon completion of contractor vegetation management and obtain reimbursements packets (Approximately 20-30 acres targeted)</li> <li>• Provide final project status update and final report; Expected last project work day June 30th, 2024</li> </ul>	<ul style="list-style-type: none"> <li>• Qtr report to DFFM</li> </ul>
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**Project Support -**

<u>Calendar Year</u>	<u>Qtr</u>	<u>Activity</u>
2021	4th	<ul style="list-style-type: none"> <li>• Brief City Council and key cooperators/partners.</li> </ul>
2022	1rst-2nd	<ul style="list-style-type: none"> <li>• Publicize via Dept’s Web Page and Social Media networks.</li> </ul>
	1rst-4th	<ul style="list-style-type: none"> <li>• Provide status update to City Council and key cooperators/partners</li> <li>• Conduct field tours as necessary; and</li> <li>• Publicize via Dept’s Web Page and Social Media networks.</li> <li>• Sign/advertise areas of active/ongoing treatment work</li> </ul>
2023	1rst-4th	<ul style="list-style-type: none"> <li>• Brief City Council and key cooperators/partners.</li> <li>• Publicize via Dept’s Web Page and Social Media networks;</li> <li>• Engage volunteers where applicable; and</li> <li>• Host field tour of project sites for key partners and community residents as demonstration site for future projects</li> <li>• Sign/advertise areas of active/ongoing treatment work</li> </ul>
2024	1rst-2nd	<ul style="list-style-type: none"> <li>• Brief City Council and key cooperators/partners.</li> <li>• Publicize via Dept’s Web Page and Social Media networks;</li> <li>• Engage volunteers where applicable; and</li> <li>• Host field tour of project sites for key partners and community residents as demonstration site for future projects</li> <li>• Sign/advertise areas of active/ongoing treatment work</li> </ul>

**BUDGET:**

Please review Project Budget Worksheet (attached).

**CONCLUSION:** Completion of the forest treatments detailed in this plan will reduce the threat of future wildfire damage, improve forest health, boost our FireWise program, reduce risk key infrastructure, neighborhoods, and natural resources, and enhance community well being and partnerships. FFD WFM sustains this effort through active re-engagement of landowners on a 5-10 year cyclical basis and signed landowner agreements to sustain treatment work in perpetuity of ownership of the property.

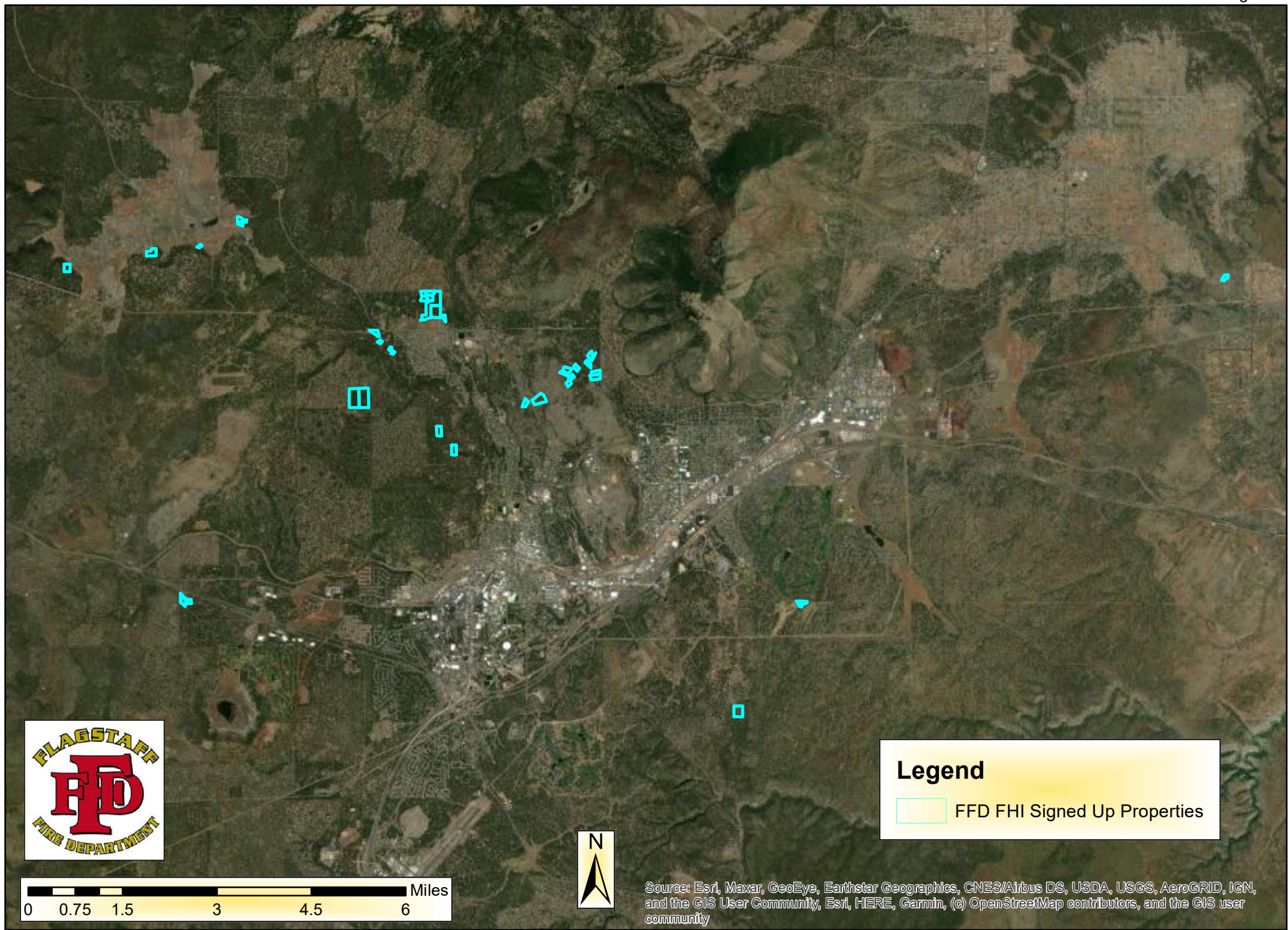
Project: 2021 Greater Flagstaff Healthy & Resilient Forest

<b>Total Project Budget (by expense type)</b>				
<b>Budget Detail</b>	<b>Grant Share</b> (\$ Amount Requested)	<b>Match</b>		<b>TOTAL</b>
		<b>Dollars</b>	<b>In-Kind</b>	
<b>Administrative Labor:</b>	\$0	\$0	\$0	\$ 0
<b>Project Labor:</b>	\$0	\$21,840	\$0	\$21,840
<b>Fringe Benefits:</b>	\$0	\$0	\$0	\$ 0
<b>Travel:</b>	\$0	\$0	\$0	\$ 0
<b>Equipment:</b>	\$0	\$0	\$0	\$ 0
<b>Supplies:</b>	\$0	\$0	\$0	\$ 0
<b>Contractual:</b>	\$241,038	\$81,462	\$0	\$322,500
<b>Other:</b>	\$8,962	3841	\$0	\$12,803
<b>TOTAL:</b>	\$250,000	\$107,143	\$ 0	\$357,143


<b>Budget Narrative</b>	
<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><b>Contractual:</b> The 70% grant share of \$241038 and the 30% grant match of \$81462 supplied by property owners equates to direct costs of \$322,500 and will be allocated for contractual mechanical or hand felling of selective tree removal and initial debris disposal (chipping and hauling) up to 129 acres of forest treatment and hazardous fuels reduction in Greater Flagstaff Forest Health Resilience Project area. Up to 129 acres at \$322,500 total direct contractual project cost per acre is approximately \$2442/acre which is a rough average cost per acre for Flagstaff area.</p> <p><b>Match:</b>  <b>Project Labor:</b> Staff implementing field work to include project setup, marking, pre- &amp; post-treatment monitoring and compliance = 1 personnel x ~\$24/hr x ~910 hrs = \$21840</p> <p><b>Other:</b> A total of \$12803 (322500* 3.97%) of grant share is allocated for funds associated with city's grant administration for indirect costs. 3.97% is the established indirect cost rate established in the City's Indirect Rate Cost Agreement for fiscal year 2021. The breakout is as follows:                      1. 70% grant share: \$12803 x 70% = ~\$8962                      2. The city's 30% match: \$12803 x 30%=~\$3841 which is related to the city's indirect costs related grant administration.</p> <p>Indirect Costs Rate Agreement for grant administration includes: building depreciation, equipment depreciation, non-departmental general administration, employee benefits and insurances, indirect purchasing/procurement, and billing/reimbursement administration.</p>	

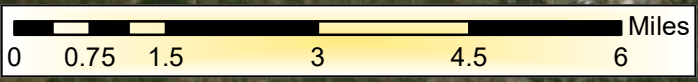
# FHI Greater Flagstaff Forest Resilience Overview

\*Total of 129 forested acres targeted



**Legend**

 FFD FHI Signed Up Properties



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

## **ATTACHMENT C**

### **General Provisions**

#### 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 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.

#### COMPLIANCE WITH ARIZONA EXECUTIVE ORDERS 75-5 and 2009-09

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.

## ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It is the Sub-grantee's responsibility to develop, document, administer and manage the grant in accordance with all applicable Federal and State laws. Sub-grantee is subject to the OMB requirements and guidance in subparts A through F of 2 CFR 200 as adopted and supplemented by USDA in 2 CFR part 400.

CFR (Code of Federal Regulations) – <http://www.ecfr.gov>. If grantee needs assistance in obtaining any of these documents in electronic or printed form, please contact your Arizona State Forestry representative.

If any program income is generated as a result of this grant/agreement, the income earned during the term of this agreement shall be applied using the deductive method as described in 2 CFR 200.307 ; the deductive alternative is the preferred method, unless specifically authorized by the Signatory Official. Costs incident to the generation of program income may be deducted from gross income to determine program income provided these costs have not been charged to the award/agreement and they comply with the applicable Cost Principles.

## FREEDOM OF INFORMATION ACT

Public access to grant or agreement records shall not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).

## MEMBERS OF U.S. CONGRESS

Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this award, or benefit that may arise there from, either directly or indirectly.

## 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.

## 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.

### 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.

### ARBITRATION

To the extent required by A.R.S. §12-1518, 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.

### SUSPENSION OR DEBARMENT

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.

### CONTRACTS AND SUBAWARDS TO DEBARRED AND SUSPENDED PARTIES

Pursuant to Code of Federal Regulations 2 CFR part 180, grantees and sub grantees must not make an award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension". By entering into this agreement sub-grantee agrees to comply with all relevant codes including 2 CFR part 180, subpart C, "Responsibilities of Participants

Regarding Transactions”. When entering into a covered transaction with another person at the next lower tier, sub-grantee must verify that the person with whom you intend to do business is not excluded or disqualified. You do this by:

- (a) Checking the SAM Exclusions: System for Award Management (SAM) – [www.sam.gov](http://www.sam.gov)
- (b) Collecting a certification from that person
- (c) Adding a clause or condition to the covered transaction with that person.

#### TITLE VI of CIVIL RIGHTS ACT of 1964

Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. 200d). In accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and Sub-grantee will immediately take any measures necessary to effectuate this agreement.

#### UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM)

Sub-grantee agrees to provide a DUNS number to State Forestry prior to award, and to maintain all related information through the full term of this agreement. A *Data Universal Numbering System (DUNS) Number* is a nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform> ).

Sub-grantee shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or award term(s). For purposes of this award, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov) .

#### PUBLICATION REQUIREMENTS

**A. ACKNOWLEDGEMENT IN PUBLICATIONS.** Sub-grantee shall acknowledge Arizona Department of Forestry and Fire Management and U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award, per 2 CFR 415.2.

**B. NONDISCRIMINATION STATEMENT IN PUBLICATIONS.** Sub-grantee shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

*"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited basis apply to all programs.)"*

*To file a complaint of discrimination, write USDA, director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."*

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text: *"This institution is an equal opportunity provider."*

C. COPYRIGHTS. No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes. This right shall be transferred to any sub agreements or subcontracts. This provision includes the copyright in any work developed by Sub-grantee under this agreement. And any right of copyright to which Sub-grantee purchases ownership with any federal contributions.

#### REPORTING OF SUBRECIPIENT EXECUTIVES

Unless exempt from this requirement of 2CFR 170, Sub-grantee agrees to report the names and total compensation of each of the sub-grantee's five most highly compensated executives for the sub-grantee's preceding completed fiscal year if:

1. in the sub-grantee's preceding fiscal year, the sub-grantee received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

#### TRAFFICKING IN PERSONS.

Section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), include provisions applicable to federal support recipients. By entering into this agreement, you agree to terms set forth in the primary award from the US Forest Service as documented below. This Agreement may be unilaterally terminated, without penalty, if a subrecipient is determined to have violated an applicable prohibition in this award term. (See 22 U.S.C. 7104 and 2CFR175 for more details)

##### A. Provisions applicable to a Recipient that is a private entity.

1. You as the Recipient, your employees, subrecipients under this award, and subrecipients' employees may not-

(i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

(ii) Procure a commercial sex act during the period of time that the award is in effect; or

(iii) Use forced labor in the performance of the award or subawards under the award.

2. This award may be unilaterally terminated, without penalty, if you or a subrecipient that is a private entity -

(i) Is determined to have violated a prohibition in paragraph A.1 of this award term; or

(ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either-

- a. Associated with performance under this award; or
- b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)".

B. Provision applicable to a recipient other than a private entity. This award may be unilaterally terminated, without penalty, if a subrecipient:

1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either-
  - (i) Associated with performance under this award; or
  - (ii) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)."

C. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:
  - (1) Implements section I06(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph A1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

1. "Employee" means either:
  - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subsection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
  - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
  - (2) Includes:

- i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
  - ii. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

#### DRUG-FREE WORKPLACE

Compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D, as amended) requires that all organizations receiving grants from any federal agency agree to maintain a drug-free workplace.

#### 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.

#### GOVERNING LAW

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

#### 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 Department of Forestry and Fire Management grants are federally funded and 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 must not originate from a federal source and cannot be used as a match for any other federal cost-share program. 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. All project expenses must meet the applicable Cost Principles (2CFR200, subpart E)

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 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-grantees 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 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. Because funding originates from the federal government, they may retain an ongoing vested ownership in the equipment. 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/Federal government. 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 Federal 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** – All grants require some level of MATCH investment from the Sub-grantee organization. Matching investment may only be included if goods or services are provided or paid for 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 and/or in-kind contributions. The Sub-grantee share (match) cannot originate from a federal source and must not be used as a match for any other federal 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 applicable Cost Principles (2CFR200, subpart E)

Matching investments will not be directly reimbursed.

Examples of possible match include:

**Cash** - Matching investment can include actual costs 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 on-hand supplies, 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.

- An 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 federal Cost Principles and should include a letter of documentation from the donating party.

**Volunteer** - Volunteer labor hours shall conform to standard documented 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				

<b>Is this Project On Track?</b> (Yes / No)	<input type="checkbox"/>
---	--------------------------

**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	_____	_____
<b>Total:</b>	_____	_____	_____

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**



United States Department of Agriculture

AD 1048

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*

*According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.*

***(Read Instructions On Page Two Before Completing Certification)***

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE(S)

DATE

*The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.*

### *Instructions for Certification*

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



### CERTIFICATION REGARDING LOBBYING

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 4 CFR Part 418 Appendix A, Certification Regarding Lobbying. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Forest Service determines to award the covered transaction, grant, or cooperative agreement.

#### Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative

agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying.' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

SIGNATURE		
APPLICANT'S SIGNATURE (BY)	TITLE/RELATIONSHIP OF THE INDIVIDUAL IF SIGNING IN A REPRESENTATIVE CAPACITY	DATE SIGNED (MM-DD-YYYY)



## Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 9 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.