

**Arizona Department of Forestry and Fire Management**  
**Grant Agreement No. IPG BFL 22-701**  
**Invasive Plant Grant Program**

This grant agreement (“Agreement”) is entered into by and between the (“Grantee”) Arizona Department of Forestry and Fire Management (“State Forestry” or “State”) and (“Sub-grantee”), City of Flagstaff (UEI #XMMUMPKTLVQ3), 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 # **23-DG-11030000-001**, dated **12/13/2022**

The Federal Assistance Listing 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. PROGRAMMATIC CHANGES**

Sub-grantee shall obtain prior approval for any changes to the scope of objectives of the approved project, key personnel, or transfer of substantive programmatic work to another party.

**IV. TERM OF AGREEMENT**

This Agreement shall be effective immediately upon signature by all parties and will terminate on **December 31, 2024** unless otherwise terminated or modified pursuant to the terms herein.

**V. COMPENSATION AND MATCHING INVESTMENT**

Grant funds may be utilized for up to **90%** of the total cost of this program.

A contribution by the Sub-grantee for an additional **Cost Share Match of 10%** 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 \$100,000.00**

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).

Reimbursement for purchase of Capital Equipment (equipment costing more than \$5,000 per unit price) is **NOT allowed** under this agreement. Capital Equipment may only be used as match with prior approval from State Forestry.

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 the 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 and matching shapefiles (if required for final reporting, see Section XI below).

Financial/Reimbursement requests may be submitted as often as monthly. Reimbursement requests shall follow the format as identified in Attachment E or as may be revised by State Forestry. Reimbursement requests submitted with documentation (grant share or match) that is older than 6 months will not be accepted without prior approval.

Cumulative match share must accrue proportionally with reimbursable costs. Each reimbursement request must have the minimum required match share included and documented (minimum cumulative match must reflect equal proportion to the cumulative total amount). It is allowed to document match over the required match share in each reimbursement request and to use this towards the total grant match requirement.

Financial/Reimbursement requests may be held for processing until quarterly accomplishment/performance reports are current.

A final accomplishment report and all financial/reimbursement requests and required documentation shall be provided at completion of the grant project, but no later than 30 days after the end of grant the term. Final financial reimbursement may be held until all accomplishment reporting is complete and submitted to State Forestry.

All accomplishment and financial reports shall be submitted to the State Forestry contact as identified below in Section XIII (PRINCIPLE CONTACTS).

Sub-grantee shall immediately notify State Forestry of developments that have a significant impact on the activities supported under this grant. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to

meet the objectives of the agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

**XI. MAPPING (CHECK ONE)        X   Required             Not Required**

Project Center Coordinates (in Decimal Degrees):

Latitude (y-coordinates) 33.53157    Longitude (x-coordinates) -111.66895

Center coordinates are required for all projects, regardless of mapping requirements. If the project requires a mapping component, both a 1-page PDF map and matching GIS (Geographic Information System) polygon data are required prior to project start date and at the time of final accomplishment report submission. Data files (Shapefiles, File Geodatabase, or KML polygons) created using GIS applications, must be submitted showing treatment/project area(s) and their name(s) or parcel number(s). GIS acres must match projected and actual treatment acres.

**XII. COMPLIANCE AND PERMITS**

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

**XIII. PRINCIPAL CONTACTS**

NOTE: Principal contact should be one contact person responsible for overseeing all elements of the grant project including but not limited to accounting, administrative and field portions of the project.

Each party certifies that the individuals listed below are authorized to act in their respective areas for matters related to this instrument.

**Principal Sub-grantee Fiscal Contact:**

Stacey Brechler-Knaggs  
Grants, Contracts and Emergency Management Director  
211 W. Aspen Ave.  
Flagstaff, AZ 86001  
928-213-2227  
sknaggs@flagstaffaz.gov

**Principal Sub-grantee Programmatic Contact:**

Robert Wallace  
Open Space Supervisor  
3200 W. Route 66, Building 6

Flagstaff, AZ 86001  
928-213-2154  
robert.wallace@flagstaffaz.gov

**Principal Arizona State Forestry Contact:**

Willie Sommers  
Invasive Plant Program Coordinator  
1110 W. Washington, Suite 500  
Phoenix, AZ 85007  
602-319-6818  
wsommers@dffm.az.gov

**XIV. NOTICES**

Any and all reports, notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person, sent by electronic mail, or sent by United States Mail, postage prepaid, to the parties at their respective addresses as set forth immediately below:

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

**XV. AWARD CLOSEOUT**

Sub-grantee shall close out the grant within 30 days after expiration or notice of termination. If this award is closed out without audit, Arizona State Forestry 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.

**XVI. AUTHORITY**

Sub-grantee shall have the legal authority to enter into this agreement, and shall have the institutional, managerial, and financial capability to ensure proper planning, management, accounting and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

**XVII. ATTACHMENTS**

The following Attachments are part of this Agreement:

- A. Project Application
- B. Detailed Project Plan
- C. General Provisions
- D. Documentation of Expenses

E. Quarterly Report and Reimbursement Format

Additional Certifications (require separate signatures):

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

**XVIII. 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<br/>and Fire Management.<br/>1110 West Washington, Suite 500<br/>Phoenix, AZ 85007</p> | <p><b><u>ACCEPTED BY SUB-GRANTEE</u></b></p> <p>City of Flagstaff<br/>211 W. Aspen Ave.<br/>Flagstaff, AZ 86001</p> |
|--|---|

Thomas A. Tarres  
Signature

Thomas A Tarres  
Print or Type Name

**Arizona State Forester**

Date: April 13, 2023

Greg Clifton Greg Clifton  
2023.03.07 18:44:41  
-07'00'

Signature

Greg Clifton

Print or Type Name

City Manager

Title

Date: 3/7/2023

Attest:

John Richardson  
Signature

John Richardson  
Print or Type Name

**Assistant State Forester for Forestry Programs**

Date: 4/14/2023

Stacy Saltzburg Digitally signed by Stacy  
Saltzburg  
Date: 2023.03.08 07:56:03 -07'00'

City Clerk

Approved as to Form:

Kevin Fincel Digitally signed by Kevin Fincel  
DN: cn=Kevin Fincel, o=City of Flagstaff,  
ou=City Attorney's Office,  
email=kfincel@flagstaffaz.gov, c=US  
Date: 2023.03.02 16:48:02 -07'00'

City Attorney

**ATTACHMENT A**

**Project Application  
(Cover Sheet)**

# Observatory Mesa Invasive Plant Prevention and Control

Profile : sknaggs@flagstaffaz.gov

**1. Application/Project Title (100 character max) :** Observatory Mesa Invasive Plant Prevention and Control

**2. Organization Name (100 character max) :** City of Flagstaff (COF), Open Space program

**3. Project Lead (100 characters max) :** Robert Wallace

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

1

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

6

**6. Target Species (100 character max) :** Scotch thistle, bull thistle, musk thistle, diffuse knapweed, field bindweed.

**7. Acres to be Treated (Number) :** 458

**8. Treatment polygon (Yes/No) :** Yes

**9. Match Contribution (Number) :** 11

**10. Grant Theme (0 -10 points, 1,000 character max) :** This project will support the forests and woodlands grant theme through the prioritization of invasive plant prevention and control within a northern Arizona ponderosa pine forest. The Observatory Mesa focus area is a diverse location that consists primarily of ponderosa pine overstory with small pockets of Gambel oak. Understory shrubs and grasses are diverse and support forest health. Observatory Mesa is an important component of the Flagstaff-area ecosystem. Several drainages and seeps join the Rio de Flag watershed. It is located within an important wildlife corridor that provides habitat for large mammals traveling between the San Francisco Peaks and Mogollon Rim. The City of Flagstaff initiated an invasive weed survey during the summer of 2021, that mapped Class A and B species from the Arizona State Noxious Weed List for 2,200 acres. This survey will guide work for invasive plant prevention and control, and revegetation to maintain ponderosa pine forest health.

**11. Project Overview and Area Description (0-15 points, 1,500 character max) :** The Observatory Mesa project location is a 2,373-acre area. The property is bound on the northern, eastern, and southern boundaries by private development (primarily single-family homes), with Forest Service property immediately adjacent on the western property boundary, and a centrally owned section. The project consists of 2 sites in the City of Flagstaff (COF). ~92% (2,200 acres) COF natural open space & 8% (172.9 acres) Thorpe Park. NEED. Seedbanks of bull and musk thistle are extensive. Scotch thistle and diffuse knapweed are increasing. The three main invasive plant species for focus are musk, bull, and Scotch thistle. These thistles are considered invasive and typically grow in disturbed areas, create dense monocultures, and are prolific seed producers. These species severely inhibit the growth of native species. Given their biannual growth pattern, it is necessary to treat the plants for at least two years in a row, and it's beneficial to reseed. The City of Flagstaff has been utilizing volunteers to manually control localized weed populations. An invasive weed survey was completed in 2021 that mapped Class A and B species from the Arizona State Noxious Weed List. Invasive weed populations were determined to be more extensive than previously known. The spreading populations threaten the continued health and biodiversity of the forest. Additional efforts are required to keep invasives in check.

**12. Project Goals and Objectives (0-10 points,1,000 character max) :** Goals: • Manage vegetation by maintaining & encouraging desirable native species, restoration, & controlling invasive species • Maintain & develop partnerships for resource management, stewardship, and conservation Objectives: • Maintain treatment to gain

ground against seedbanks & expand work to previously untreated areas • Chemically treat ~453 acres/yr. Mechanically treat ~5 acres/yr. at Thorpe Park. Total 458 acres • Seed total 31.5 acres • Meet with partners (Coconino National Forest, Lowell Observatory, COF Parks) to discuss future management strategies • Expand awareness through events, Invasive Weed Workshops, website, print & social media • Expand recruitment of volunteers for monitoring & weeding • Expand and deepen partnerships with stakeholders Costs: • Chemical treatments - max of \$150/acre; Seeding - \$2,000 - \$3,000/acre; Manual treatments \$500/acre (or \$29.95/hr. federal volunteer rate)

**13. Scope of Work (0-15 points, 2,000 character max) :** Work Performed & Who will Implement Grant This collaborative proposal fosters a unified weed control effort with the City of Flagstaff (COF), Coconino National Forest (CNF), & Lowell Observatory (LO) • Robert Wallace, COF Open Space (OS), will manage the grant • COF Parks staff will continue weed mitigation in Thorpe Park • OS will carry out volunteer events • OS will work with partners to develop a strategy for managing adjacent land • OS will partner with the Arboretum to host educational events • OS will expand public awareness through events, 2 invasive weed workshops, website, print & social media • OS will recruit volunteers for monitoring & weeding • Arizona Native Plant Society, the Friends of the Rio de Flag, & the Open Space Stewards program will continue to assist in recruiting volunteers Control Methods Herbicide Treatments • Grant funds will be used for herbicide treatments and seeding. Contract with a licensed herbicide applicator/vegetation specialist • Cash match will treat weeds in the project area, treatment of ~50 acres. \$15,000 (cash match) Mechanical Treatments • Volunteers (in-kind match), coordinated by the Open Space program, will monitor and pull invasive plants in the project area (50 hrs./year at \$29.95/hr. federal rate = \$1,497.50 x 2 = \$2,995). • Parks staff will provide weed mitigation for Thorpe Park ~40 hr./year at \$1,500 x 2 years = \$3,000 (in-kind staff time). Seeding • COF will use grant funds to seed native grasses in weedy areas that lack vegetation in Observatory Mesa and Thorpe Park Inventory, Mapping and Monitoring • A property survey for Observatory Mesa was completed in 2021. OS will collaborate with land managers to determine partner strategies for LO & CNF, a total of 1,255 acres Environmental Clearances • State Historic Preservation Office clearance required for groundbreaking activities (seeding) Education and Outreach • OS will partner to host an invasive weed workshop once a year for 2 years.

**14. Project Timeline (0-10 points, 1,000 character max) :** • 2-year project, Mar 2023 - Dec 2024 • Treatment timing weather dependent, typical dates for Flagstaff provided • Plan for seeding, herbicide & mechanical treatments in March of 2023 & 2024 • Meet with stakeholders to determine partner strategies for neighboring lands, Spring 2023 • Pre/post treatment photos spring/fall of each season • Invasive Weed Workshop July 2023 & 2024 • Herbicide treatments will occur May-Aug in 2023 & completed by June in 2024 to accommodate seeding • Hand pulling will occur May-Aug for 2023, & 2024 • Soil prep for seeding will occur Apr-Nov (all in 2024) • Seeding will occur June-Nov (all in 2024) • Reports completed quarterly • Milestones/accomplishments o 2023: treat 458 acres & collaborate with partners to determine management strategies for neighboring property o 2024: treat 458 acres, prepare and seed 31.5 acres, create management strategies for project sustainability, & complete final report

**15. Collaborative Elements & Partners (0-10 points, 1,000 character max) :** • COF Open Space & Parks will collaborate to implement the grant. Unsurveyed areas will be inventoried & a strategy developed for treating the additional land to prevent spread between boundaries. • Robert Wallace, COF Open Space Specialist, will manage the grant. • COF Parks staff will continue weed mitigation throughout Thorpe Park proper, including weed surveying/monitoring & manual weed control. • Volunteer weed pull events will be hosted to address unmanaged locations in Thorpe. • Open Space (OS) will collaborate with land managers from Lowell Observatory & Coconino National Forest to develop a partnership & strategy for weed mitigation on neighboring property, total 1,255 acres. • OS will partner with The Arboretum at Flagstaff to host two Invasive Weed Workshops. • The nonprofit Arizona Native Plant Society, the Friends of the Rio de Flag, & the Open Space Stewards program will continue to assist COF in recruiting volunteers for manual treatments.

**16. Evaluation Plan (0-10 points, 1,000 character max) :** Short-term success will be determined by the completion of the project goals and objectives including expansion of treatments to previously untreated areas, expansion of the area surveyed for invasive weeds in partnership with stakeholders, the number of acres treated, number of acres seeded, number of volunteer hours, & in-kind volunteer/cash match. Photo points will be established before treatment and repeated at the conclusion of the project to document the anticipated decrease in the density of the targeted invasive species. Yearly visual inspection and evaluation of treatments, including seeding, will occur at all project areas and will be recorded in the City's GIS database to direct further management. During future management efforts, the project area will be observed and locations of weeds and approximate numbers will be recorded. Standards to achieve will include treatment of 90% of target species, 90% treatment success rate, and organic herbicide for Thorpe Park.

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

- Monitoring and weed treatment will be needed at Observatory Mesa (OM) and Thorpe Park sites for many years. Grant partners + growing public interest in volunteer weeding will gradually diminish weed seedbanks in project areas.
- Open Space will manage OM in perpetuity, focusing on the highest priorities that can be achieved within annual funding.
- Parks will continue to monitor and treat weeds within Thorpe Park and will complete all that can be achieved within annual funding.
- Open Space will post community reminders for volunteer weed events on their social media.
- Open Space will continue to work with all stakeholders to build a long-lasting coalition with annual reminders for collaboration on weed maintenance for at least 4 years following grant completion.

**Upload Budget Form (0- 5 points) :** 2022\_IPG Budget\_Observatory Mesa Invasive Control.pdf

**Upload Project Overview Map (0- 5 points) :** Overview Map\_Observatory Mesa Invasive Plant Prevention and Control.pdf

**Letters of Support (optional) :** Letters of Support\_ Observatory Mesa Invasive Plant Control Project.pdf

**Upload Project Shape Files (optional) :**

**Average Score :**

**# of Reviews :** 0

**# of Denials :** 0

*Created by : zengine+34759@srm.ecivis.com*

*Record ID # : 40085031*

*Last change : 2022-07-28T23:04:33+0000*

Project: Observatory Mesa Invasive Plant Control

| <b>Total Project Budget (by expense type)</b> |  |                |                |              |
|---|--|----------------|----------------|--------------|
| <b>Budget Detail</b>                          | <b>Grant Share<br/>(\$ Amount Requested)</b> | <b>Match</b>   |                | <b>TOTAL</b> |
|   |  | <b>Dollars</b> | <b>In-Kind</b> |              |
| <b>Administrative Labor:</b>                  | \$0  | \$0            | \$2,566        | \$2,566      |
| <b>Project Labor:</b>                         | \$0  | \$0            | \$5,995        | \$5,995      |
| <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            | \$300          | \$ 300       |
| <b>Contractual:</b>                           | \$199,705                                    | \$15,000       | \$0            | \$214,705    |
| <b>Other:</b>                                 | \$0  | \$0            | \$0            | \$ 0         |
| <b>TOTAL:</b>                                 | \$199,705                                    | \$15,000       | \$8,861        | \$223,566    |

| <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>Grant Share:</p> <ul style="list-style-type: none"> <li>• <b>Contractual:</b><br/>Chemical treatments for the project area. Cost max of \$150/acre; chemical treatment will include 403.18 acres x \$150 = \$60,477 x 2 years = \$120,954. Invasive plant infestations to be treated include: <i>Cirsium vulgare</i> (bull thistle) = 403.18 acres.</li> <li>• Seeding for project area will include soil preparation, seed mix, seeding, erosion blankets/mulch. Cost \$2,000-3,000/acre; seeding will include ~31.5 acres x \$2,500/acre = \$78,750</li> <li>• Seeding areas include: <ul style="list-style-type: none"> <li>• <i>Onopordum acanthium</i> (Scotch thistle) = 1.976 acres</li> <li>• <i>Cirsium vulgare</i> (bull thistle) = 20 acres</li> <li>• <i>Carduus nutans</i> (musk thistle) = 2.45 acres</li> <li>• <i>Centaurea diffusa</i> (diffuse knapweed) = 2 acres</li> <li>• <i>Convolvulus arvensis</i> (field bindweed) .042 acre</li> <li>• Miscellaneous species in project area = 5 acres</li> </ul> </li> </ul> <p>Total grant share contractual = \$199,705</p> |  |

**Budget Narrative - Continued**

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

Match (DOLLARS):

- Contractual:

Treatments for the project area. Cost max of \$150/acre; treatment (chemical & manual) will include 50 acres x \$150 = \$7,500 x 2 years = \$15,000

Invasive plant infestations to be treated include:

- Onopordum acanthium (Scotch thistle) = 1.976 acres
- Cirsium vulgare (bull thistle) = 40 acres
- Carduus nutans (musk thistle) = 2.45 acres
- Convolvulus arvensis (field bindweed) = .042 acre
- Miscellaneous = 5.532 acres

Total acres: 50

Total cash dollar match for contractual = \$15,000 (cash match)

Match (IN-KIND):

- Administrative Labor:

Staff time for grant, partner, & volunteer coordination; full burden rate: \$42.76/hr. x 30 hr. = \$1,282.80 x 2 years = Total \$2,565.60 (in-kind staff time).

- Project Labor:

Mechanical treatment – Parks staff will provide weed mitigation for Thorpe Park ~40 hr./year at \$1,500 x 2 years = \$3,000 (in-kind staff time). Total = \$3,000

Mechanical treatment – Volunteers will remove Centaurea diffusa (diffuse knapweed) from 5 acres at Thorpe Park, and miscellaneous locations. \$29.95/hr. federal volunteer rate x 50 hr/yr x 2 years = \$2,995 (in-kind volunteer time). Total = \$ 2,995

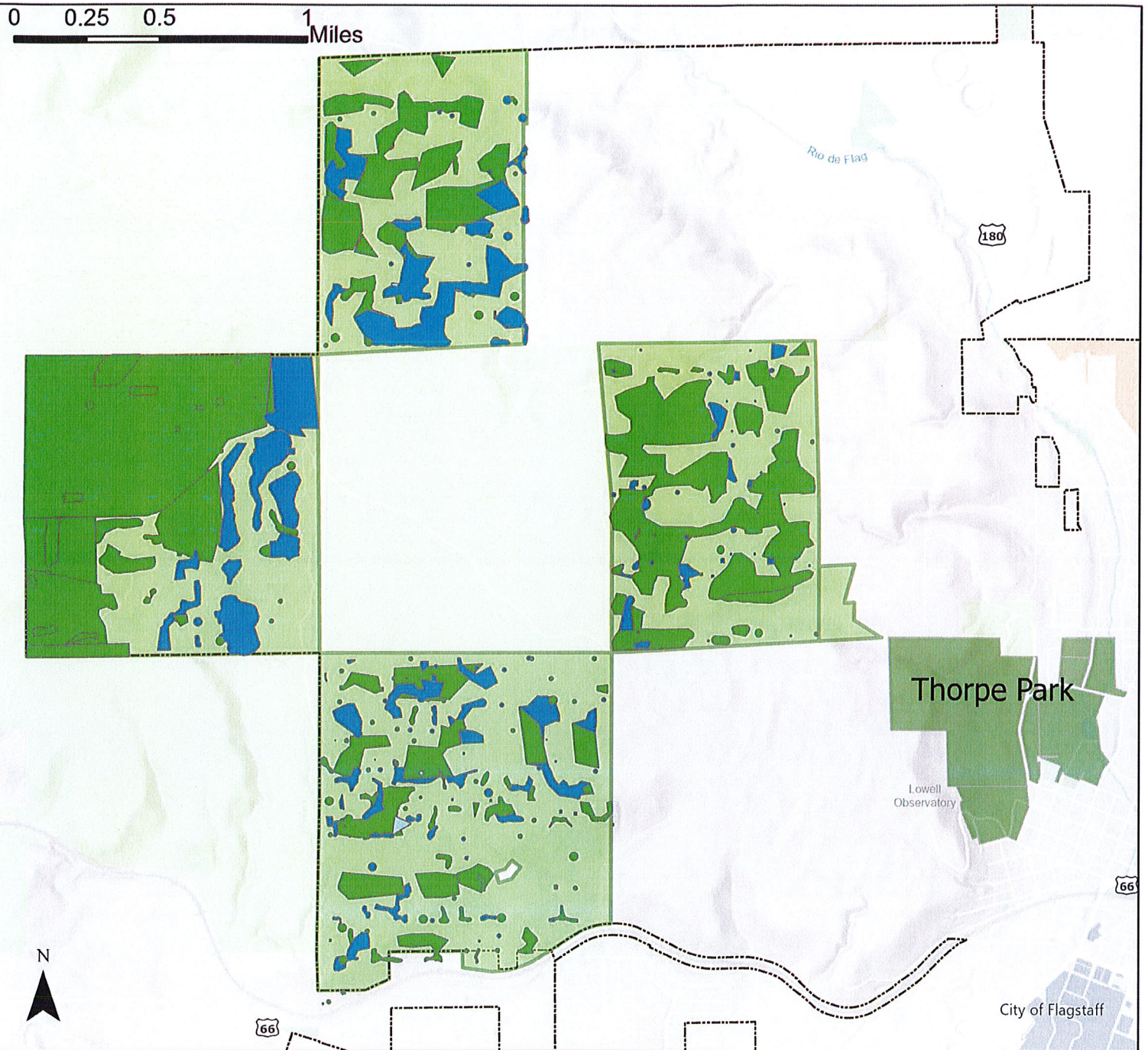
- Supplies:

Supplies provided by Open Space program. Weed bags = \$200; Volunteer support (water, snacks) = \$100. Total = \$300

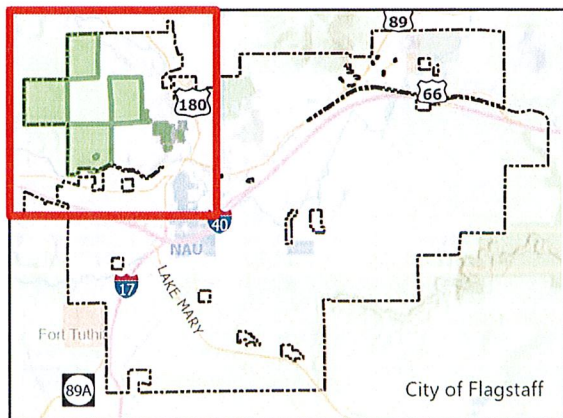
Total IN-KIND MATCH = \$8,861

Total IN-KIND/CASH MATCH = \$23,861

Total Project Cost = \$223,565



### Observatory Mesa Natural Area - Overview



### Legend

City Boundary

#### Parks

Observatory Mesa

Thorpe Park

#### Invasive Plant Areas

Carduus nutans

Cirsium vulgare

Convolvulus arvensis

Linaria dalmatica

Onopordum acanthium

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

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

**PROGRAM:**

Arizona Department of Forestry and Fire Management - 2022 Invasive Plant Grant Program.

**PROJECT TITLE:**

Observatory Mesa Invasive Plant Prevention and Control.

**FUNDING:**

The total grant amount of \$100,000 (BIL)

(See also grant IPG 22S-702 for additional invasive plant prevention and control work at Observatory Mesa).

**PROJECT SCOPE:****What will be accomplished:**

This project will support forest and woodland health through the prioritization of invasive plant prevention and control within the Observatory Mesa, Flagstaff, AZ focus area. This diverse location consists primarily of ponderosa pine overstory with small pockets of Gambel oak. Understory shrubs and grasses are diverse and support forest health. Observatory Mesa is an important component of the Flagstaff-area ecosystem. Several drainages and seeps join the Rio de Flag watershed, and the area is an important wildlife corridor that provides habitat for large mammals traveling between the San Francisco Peaks and Mogollon Rim. The City of Flagstaff recently completed an invasive weed survey that mapped Class A and B species from the Arizona State Noxious Weed List for 2,200 acres. This survey documented over 400 acres of invasive thistle and numerous acres of other invasive plant species. This project will target invasive plant prevention and control, and revegetation to maintain the forest health of the area. The project will focus on two adjoining locations Observatory Mesa (2,200 acres) and Thorpe Park (172.9 acres). This project will treat 372 infested acres for two years.

**How it will be accomplished:**

To utilize grant funds and in-kind cash match the City of Flagstaff will partner with a contractor to complete an invasive plant treatment (372 acres). The species to be treated include bull thistle, Scotch thistle, musk thistle, and field bindweed.

**MAJOR PROJECT TASKS & COMPONENTS:****Planning:**

Open Space Supervisor, Robert Wallace, will have the lead role in planning project components and will oversee the following:

- The production of a work plan for herbicide treatments in March of 2023 & 2024
- Work with the selected contractor to arrange pre/post treatment photos spring/fall of each season
- **Procurement/Contracting:**
  - Staff will work with the City of Flagstaff, Contract and Grant Administrative office to obtain the necessary approval for the grant agreement from the Flagstaff City Council, prepare a scope of work, and initiate a formal contract.
    - Programmatic Contact:  
Robert Wallace  
Open Space Supervisor  
[Robert.wallace@flagstaffaz.gov](mailto:Robert.wallace@flagstaffaz.gov)  
928.213.2154
    - Fiscal Contact & Grant Administration Compliance:  
Stacey Brechler-Knaggs  
Grants and Contracts Manager  
Flagstaff City Hall  
211 West Aspen

Flagstaff, AZ 86001  
[sknaggs@flagstaffaz.gov](mailto:sknaggs@flagstaffaz.gov)  
928.213.2227

- **Hiring:**
  - Staff will work with the City of Flagstaff, Contract and Grant Administrative office to follow city procurement guidelines and code to select the most qualified applicant for the project.
- **Fieldwork:**
  - The project will treat 372 infested acres for two years
- **Inspection:**
  - Short-term success will be determined by the completion of the project goals and objectives including expansion of treatments to previously untreated areas, expansion of the area surveyed for invasive weeds in partnership with stakeholders, and the number of acres treated,. Photo points will be established before treatment and repeated at the conclusion of the project to document the anticipated decrease in the presence of the targeted invasive species.
  - A yearly visual inspection and evaluation of treatments will occur at all project areas and will be recorded in the City's GIS database to direct further management. During future management efforts, the project area will be observed, and locations of weeds and approximate numbers will be recorded.
  - Treatment standards will work to achieve treatment of 90% of target species, 90% treatment success rate.
  - Milestones/accomplishments
    - 2023: treat 372 acres
    - 2024: treat 372 acres, and complete final report
- **Sustainability Plan:**
  - Monitoring and weed treatment will be needed at Observatory Mesa (OM) sites for many years. Grant partners and growing public interest in volunteer weeding will gradually diminish weed seedbanks in project areas
  - The Open Space section will manage Observatory Mesa in perpetuity, focusing on the highest priorities that can be achieved with annual funding appropriated for weed control
  - Open Space will continue to work with all stakeholders to build a long-lasting coalition with annual reminders for collaboration on weed maintenance for at least 4 years following grant completion
- **Reporting:**
  - Robert Wallace, Open Space Supervisor, will complete quarterly reports
  - The City of Flagstaff, Contract and Grant Administrative office will submit reimbursement requests and supporting documentation for completed work
- **Measurable Outcomes:**
  - Acres to be treated in 2023: 372 acres (treatment 1 of 2)
  - Acres to be treated in 2024: 372 acres (treatment 2 of 2)
  - Contribute \$11,500 in match towards project completion.

**PROJECT SCHEDULE:**

| Project Components 2023                                      |  |
|--|--|
| <b>Quarter</b><br><b>Q1</b><br><b>Jan. -</b><br><b>March</b> | <ol style="list-style-type: none"> <li>1. Review invasive plant survey with the contractor and create a work plan for treatment</li> <li>2. Submit quarterly financial and performance report</li> </ol>   |
| <b>Q2</b><br><b>April -</b><br><b>June</b>                   | <ol style="list-style-type: none"> <li>1. Determine locations for pre-treatment photos at a minimum of 4 fixed locations within focus area and take pictures (spring 2023)</li> <li>2. Work with the contracted company to execute workplan               <ol style="list-style-type: none"> <li>a. Certified contractors will conduct herbicide treatments on identified sites</li> </ol> </li> <li>3. Submit quarterly financial and performance report</li> </ol> |
| <b>Q3</b> <b>July -</b><br><b>Sep.</b>                       | <ol style="list-style-type: none"> <li>1. Work with the contracted company to execute workplan</li> <li>2. Submit quarterly financial and performance report</li> </ol>  |
| <b>Q4</b><br><b>Oct. -</b><br><b>Dec.</b>                    | <ol style="list-style-type: none"> <li>1. Take post-treatment photos at the 4 fixed locations in the treatment area</li> <li>2. Conduct an inspection and evaluation of treatments and prepare report</li> <li>3. Submit quarterly financial and performance report</li> </ol>   |

| Project Components 2024                                     |  |
|---|--|
| <b>Quarter</b><br><b>Q1</b><br><b>Jan -</b><br><b>March</b> | <ol style="list-style-type: none"> <li>1. Review invasive plant survey and work plan with the contractor</li> <li>2. Submit quarterly financial and performance report</li> </ol>  |
| <b>Q2</b><br><b>April -</b><br><b>June</b>                  | <ol style="list-style-type: none"> <li>1. Take pre-treatment photos at the 4 fixed locations within focus area (spring 2024)</li> <li>2. Work with the contracted company to execute workplan</li> <li>3. Submit quarterly financial and performance report</li> </ol>   |
| <b>Q3</b> <b>July -</b><br><b>Sep.</b>                      | <ol style="list-style-type: none"> <li>1. Work with the contracted company to execute workplan</li> <li>2. Submit quarterly financial and performance report</li> </ol>  |
| <b>Q4</b><br><b>Oct. - Dec.</b>                             | <ol style="list-style-type: none"> <li>1. Work with the contracted company to execute workplan</li> <li>2. Take post-treatment photos at the 4 fixed locations</li> <li>3. Conduct an inspection and evaluation of treatments and prepare report</li> <li>4. Evaluate project (Progress, pre- and post-treatment photos, a summary of challenges and successes experienced)</li> <li>5. Financial and Programmatic Closeout Report</li> <li>6. Closeout the grant</li> </ol> |

**PROJECT BUDGET:**

See attached Project Budget Worksheet.

**Arizona Department of Forestry and Fire Management – Project Budget Worksheet**

Project: City of Flagstaff --- BIL funding w/ 10% match

| <b>Total Project Budget (by expense type)</b> |  |                |                |              |
|---|--|----------------|----------------|--------------|
| <b>Budget Detail</b>                          | <b>Grant Share<br/>(\$ Amount Requested)</b> | <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>                           | \$100,000                                    | \$11,500       | \$0            | \$111,500    |
| <b>Other:</b>                                 | \$0  | \$0            | \$0            | \$ 0         |
| <b>TOTAL:</b>                                 | \$100,000                                    | \$11,500       | \$ 0           | \$111,500    |

| <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>Grant Share BIL (Reimbursement)<br/>                     Contractual:<br/>                     Chemical treatments for the project area. Cost approximately of \$150/acre; chemical treatment will include 333.33 acres x \$150 = \$49,999.50 x 2 years = \$99,999. Invasive plant infestations to be treated include: <i>Cirsium vulgare</i> (bull thistle) = 333.33 acres</p> <p>Total grant share (contractual reimbursement) = \$100,000</p> <p>Project Match (DOLLARS)<br/>                     Contractual:<br/>                     Treatments for the project area. Cost approximately of \$150/acre; treatment (chemical &amp; manual) will include 38.33 acres x \$150 = \$5,749.50 x 2 years = \$11,499.</p> <p>Invasive plant infestations to be treated include:</p> <ul style="list-style-type: none"> <li>• <i>Onopordum acanthium</i> (Scotch thistle) = 1.976 acres</li> <li>• <i>Cirsium vulgare</i> (bull thistle) = 28.33 acres</li> <li>• <i>Carduus nutans</i> (musk thistle) = 2.45 acres</li> <li>• <i>Convolvulus arvensis</i> (field bindweed) = .042 acre</li> <li>• Miscellaneous = 5.532 acres</li> </ul> <p>Total acres: 38.33</p> <p>Total Project Match (dollars) = \$11,500 (10% of total project cost)</p> |  |

## **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 noncancelable 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 Subgrantee, 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.

#### UNIQUE ENTITY IDENTIFIER (UEI) AND SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM)

Sub-grantee shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or award term(s). For purposes of this award, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](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) 7205964 (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 2 CFR 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 2 CFR 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 2 CFR 175 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 106(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 subjection 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 State Forestry grants are based on reimbursement for *actual costs incurred*. Actual costs may vary slightly from the project plan budget, but must be used to calculate final reimbursement amounts. Sub-grantees are typically required to provide a portion of the total project cost as MATCH contribution to show local investment in the project or program. Match investment cannot be used as a match for any other State or federal cost-share programs. Specific match amount is identified in each grant agreement. All costs and match should conform to the approved project plan and budget contained in the grant agreement – and all reimbursements are subject to Arizona State Forestry approval.

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

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

All reimbursements to Sub-grantees shall be calculated on the “Grant Reimbursement Form” (Attachment E2). By signing the form, the Sub-grantee assumes full and implied responsibility for all grant costs incurred and submitted on the form. By signature, the Sub-grantee accepts full liability that the work and costs incurred were in accordance with the agreed scope of work and/or approved detailed project plan and in accordance with all applicable Federal and State laws. By signing the “Grant Reimbursement Form”, the Sub-grantee is claiming that costs were incurred following the established procurement process for its own organization and that their process is documented, administered and managed with the correct accounting and administrative procedures and is in accordance with all applicable Federal and State laws.

---

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

- Expenses not included in an approved project plan or that are unnecessary for the completion of the project are ineligible for reimbursement or as match.
- NO FOOD or BEVERAGE purchases or donations to others are eligible for reimbursement or as match, unless included in the project plan as budgeted travel costs, and pre-approved by State.
- Capital Equipment costing \$5,000 or more per unit cannot be included as reimbursable costs, but may be included as match with prior approval. State Forestry recommends renting equipment as needed.
- NO purchase of equipment or supplies for individuals are eligible for reimbursement or as match (though purchase of supplies and small equipment by the Sub-grantee organizations for ongoing community use may be eligible).
- Poorly documented match or volunteer hours with insufficient support documentation will not count towards the required match. It is the Sub-grantee’s responsibility to keep all project/grant records pertaining to matching requirements. In the event an audit determines that ineligible match was credited to the project, the Sub-grantee accepts full liability for such costs.

## ATTACHMENT D

### Grant Reimbursement and Documentation Requirements

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

- **Labor (Administrative and Personnel)**- may include paid staff, or documented reimbursement from Sub-grantee to others for services. Related expenses such as employee benefits or required travel costs are also eligible if properly documented.
  - Administrative labor includes general project oversight, while personnel labor includes work done on the ground
  - All staff/labor hours must be accompanied by an employee time sheet detailing the hours worked on the grant project. We must be able to determine, for each staff member, the hours contributed, the rate of pay, the work completed, and the total amount being requested.
  - The time sheet must clearly have the State grant ID number, an employee signature, and the dates work hours were contributed towards the grant. A supervisor's approval signature should also be included. *\*Note, for auditing purposes, an auditor will most likely want to see all hours worked in addition to those charged to the grant.\**
  - Required documentation should include some combination of: payment receipts, timesheets, payroll records (paystubs), job sheets, canceled checks, or signed letters detailing paid staff time, dates, and services or work provided.
- **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 original invoices with sufficient detail of work performed, dates of work performed, and proof of payment, such as canceled checks or credit card receipts.
- **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 should include proof of purchase via payment receipts, canceled checks, or official accounting records detailing expenses and goods and service provided. Original quotes or incomplete invoices are not sufficient.
- **Travel** - may include mileage reimbursement
  - Documentation should include mileage logs with beginning and ending odometer readings and reference the grant project number.
- **Equipment** - may include the cost of renting equipment, fuel, operational costs or repairs at an accepted rate
  - Documentation should include invoices and proof of payment, receipts, or equipment logs.
  - If using FEMA or negotiated CFRA rates, the non-emergency rate (½ of negotiated rate) must be used.
  - Take into consideration that if the rate provided is a "Wet Rate," it already includes fuel and maintenance for the equipment.
- **Other**
  - Other costs as necessary must include proper support documentation demonstrating that the Sub-grantee has incurred the costs.
  - **Indirect Costs** – Agreed upon indirect costs can be included for reimbursement. No more than 10% of the indirect costs may come from the grant share.
    - Indirect costs may cover general operating expenses such as those negotiated at the time of the grant agreement and other overhead costs; therefore supporting documentation is not required, but detailed specifics about what is covered under the indirect cost must be included in the detailed project plan budget narrative.
    - If Sub-grantee has a Negotiated Indirect Cost Rate Agreement (NICRA), State Forestry must receive this agreement before the rate can be used in the project budget. If the NICRA is greater than 10%, anything above this is allowable as match only.
    - De Minimis: If no NICRA rate is available, Sub-grantee can include the 10% de minimis cost rate to cover other general operating expenses.

## ATTACHMENT D

### Grant Reimbursement and Documentation Requirements

**ELIGIBLE MATCH** – Grants may require some level of MATCH investment from the Sub-grantee organization. Matching investment may only be included if goods or services are provided during the term of the agreement and are necessary for the completion of the project. The matching investment may be in the form of dollars expended and/or in-kind contributions used toward the project. The Sub-grantee share (match) cannot be used as a match for any other cost-share program. As with reimbursable costs, eligible match expenses only include those that are reasonable and necessary for the completion of the grant funded program or project and must meet the approved Cost Principles.

Matching investments will not be directly reimbursed.

Examples of possible match include:

- **Hard Dollars** - Matching investment can include actual costs incurred as documented above.
  - A hard dollar match includes anything directly purchased for the grant work with costs incurred by the grantee where money has changed hands, including time spent by employees on grant related activities. Time spent by employees on eligible project activities must include the same documentation as listed above for the Labor category for grant share.
  - Required documentation will include payment receipts, canceled checks, or official accounting records detailing expenses and related goods and service provided. Physical cash transactions are unallowable with DFFM grants.
- **In-kind Contributions** - includes the use of the sub-grantees's or their partners' on-hand supplies, use of third party donations of supplies or equipment, or the value of professional services provided at the professional rate.
  - Use of in-kind contribution of goods or services from another business or organization may be counted as in-kind match with proper documentation. Property or use thereof shall be assigned a fair market value per applicable Cost Principles and should include a letter of documentation from the donating party, if necessary. Use of donated equipment shall consist of signed time logs, detailing day(s) or hours of use, accepted rate, and project specific function.
- **Volunteer** - Volunteer labor hours shall conform to documented standard operating procedures for the Sub-grantee organization with established pay rates.
  - Required documentation for volunteers will include signed time logs/sign-in sheets with volunteer name, date, time, place, and type of volunteer service provided. Volunteer sign in sheets must include a supervisor's signature. Volunteer timesheets should be filled out and signed on the day work was completed.
  - Volunteer time may be valued at the local market rate for equivalent work (children at minimum wage). Hourly rates exceeding \$20 per hour will require specific support documentation for justification and approval. If you use consultants, forestry professionals, planners, etc., who donate their professional services, appropriate hourly rates may be documented in a letter from the individual or their organization, but will still require accurate timesheets.





# Quarterly Performance Report

**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:  Match %:

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  |
|   | <input type="text"/> | <input type="text"/> | \$0.00 |

| This Reimbursement Period: (Period Start / End dates) <input type="text"/> |                      |                      |        |
|--|----------------------|----------------------|--------|
| Item   | Reimbursable Costs   | Match                | Total  |
| Administration   | <input type="text"/> | <input type="text"/> | \$0.00 |
| Personnel  | <input type="text"/> | <input type="text"/> | \$0.00 |
| Contracted Services  | <input type="text"/> | <input type="text"/> | \$0.00 |
| Supplies   | <input type="text"/> | <input type="text"/> | \$0.00 |
| <input type="text"/>   | <input type="text"/> | <input type="text"/> | \$0.00 |
| <input type="text"/>   | <input type="text"/> | <input type="text"/> | \$0.00 |
| <input type="text"/>   | <input type="text"/> | <input type="text"/> | \$0.00 |
| Volunteer time   | N/A                  | <input type="text"/> | \$0.00 |
| In-Kind Contributions  | N/A                  | <input type="text"/> | \$0.00 |
| <b>Total:</b>  | \$0.00               | \$0.00               | \$0.00 |

FOR DFFM USE ONLY

| Cumulative Project Totals (This period request added to all previous reimbursement requests): |                    |        |        |
|---|--------------------|--------|--------|
|   | Reimbursable Costs | Match  | Total  |
|   | \$0.00             | \$0.00 | \$0.00 |

\*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 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




**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. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, 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<br>City of Flagstaff   | PR/AWARD NUMBER OR PROJECT NAME<br>IPG <del>BIL</del> 22-701 |
| NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)<br>Greg Clifton, City Manager   | WOS 4-17-23  |
| SIGNATURE<br> Greg Clifton<br>2023.03.21 17:26:29 -07'00' | DATE<br>3/21/2023  |

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider, employer, and lender.

### *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 must 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 CFR 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 may 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 General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records 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)<br><br>Digitally signed by Greg Clifton<br>Date: 2023.04.10 15:54:57 -07'00' | TITLE/RELATIONSHIP OF THE INDIVIDUAL IF SIGNING IN A REPRESENTATIVE CAPACITY<br><br><b>City Manager</b> | DATE SIGNED (MM-DD-YYYY)<br><br><b>4/10/2023</b> |
|--|---|--|



#### 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.