GRANT AGREEMENT
Between
COCONINO COUNTY
And
GREATER FLAGSTAFF FORESTS PARTNERSHIP INC.

Subrecipient Legal Name:	Greater Flagstaff Forests Partnership, Inc.
Unique Entity Identify (UEI) Number:	KGHCRKJ69LB4
Mailing Address for Payment:	119 E Terrace Ave Suite D, Flagstaff, AZ 86001
Subaward Period of Performance:	Start: 8/28/2024 End: 08/30/2027
Total Amount of Federal Funds Obligated:	$816,779.00
Subaward Budget Period:	Start:8/28/2024 End:08/30/2027
Approved Indirect Cost Rate:	10%
Match or Cost Sharing:	None

Federal Award Information funding this award in part or in its entirety	
Assistance Listing #:	10.730
Program Name from Assistance Listing #:	Community Project Funds-2024 Congressionally Directed Spending
Federal Award Identification Number (FAIN):	24-DG-11030000-016
Federal Award Date:	08/28/2024
Total Amount of the Federal Award to Pass-Through Entity (PTE):	$816,779.00
Federal Award Project Description:	Lowell Observatory/Observatory Mesa Fuels Reduction Project
Name of Federal Awarding Agency, PTE, and Contact Information for Awarding Official at PTE	USDA, Forest Service, Coconino National Forest Coconino County, 219 E. Cherry Ave, Flagstaff, AZ 86001 Lucinda Andreani 928-679-7166 Email: landreani@coconino.az.gov
Is the award for research and development (R&E)?	No
Indirect Cost Rate for the Federal Award (PTE's rate and base)	N/A

This Grant Agreement ("Agreement" or "Contract") is entered into by and between Coconino County a political subdivision of the State of Arizona (hereinafter referred to as "County") located at 219 East Cherry Avenue Flagstaff, AZ 86001 and Greater Flagstaff Forests Partnership, Inc., an Arizona nonprofit corporation (hereinafter referred to as "Subrecipient"), to set forth the terms and conditions under which the County will provide assistance to the Subrecipient. Subrecipient and County may be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS,
A. County submitted a request for Congressionally Directed Spending Grant funding to reduce forest fuels on Section 17, Lowell Observatory land, to reduce the risk of catastrophic wildfire to residents in the City of Flagstaff and surrounding communities and was awarded $2,000,000, of which a portion ($816,779) will support this project.

B. Subrecipient submitted a proposal in response to the County's Congressionally Directed Spending Grant that met the requirements of the grant.

C. This Agreement is a subaward of federal grant funds under the Community Project Funds- 2024 Congressionally

Directed Spending (Federal Assistance Listing # 10.730)

THEREFORE, it is agreed that the County shall provide funding to the Subrecipient for services under the terms of this Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to authorize use and provide funds from the 2024 Congressionally Directed Spending – Community Project Funds to the Subrecipient under the Federal Financial Assistance Award of Domestic Grant 24-DG-11030000-016.

Under this Agreement, the Subrecipient's services must be provided in compliance with the rules of the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.331 through .333.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

The period of performance for this award begins on August 28, 2024, and ends on September 30, 2027.

Either party may terminate this Agreement at any earlier time by providing written notice to the other party at least thirty (30) days prior to the termination date. The County agrees that regardless of its termination date with the Subrecipient, the Subrecipient may use the funds distributed under this Agreement to pay for any unpaid services pursuant to this Agreement obligated prior to the date of termination. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein.

III. DESCRIPTION OF SERVICES

Subrecipient shall:

1. Provide services in accordance with Attachment A – Project Proposal.
2. Maintain a tracking of total expenditures and report to County on metrics established in Section V or added as additional OMB guidance becomes available.

IV. USE OF FUNDS

1. The Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
3. The Subrecipient may use funds provided under this award to cover both direct and indirect costs. As listed in Attachment A – Project Proposal approved budget.

V. MANNER OF FINANCING

County shall:

1. Provide to Subrecipient a contract amount of up to $816,779, for costs associated with the Subrecipient's activities referenced in Section III and Attachment A - Project Proposal, incorporated into this contract in its entirety.
2. Provide monthly payment within 30 days upon County's receipt and approval of invoices (Requests for Reimbursement) and programmatic reports for services performed and/or goods received. Invoices may include approved purchases by Subrecipient so long as the purchase was made solely for the benefit of the Lowell Observatory/Observatory Mesa Fuels Reduction Project.
3. Any unused funding pursuant to this agreement at the termination date shall be transferred back to the County and the remaining balance of the award de-obligated.
4. Use the Assistance Listing No. of 10.730 for all activity associated with this agreement.
5. Questions regarding the appropriate use of the funds and/or invoices shall be resolved by mutual written agreement between the Subrecipient and the County. The County may withhold payment of such questioned costs until reasonable questions are resolved.

The Subrecipient shall:

1. Use the funds received from County only to support the activities outlined in Section III of this Agreement and Attachment A.
2. Agree that all in-state travel expenses shall be paid only in accordance with the Domestic Per Diem rates allowed under the State of Arizona Travel Policy, and the prevailing State of Arizona standard mileage rates, located at https://gao.az.gov/travel/welcome-gao-travel.
3. Assure that any expenses reimbursed under this Agreement have not been or will not be reimbursed under any other federal program.
4. Resolve questions regarding the appropriate use of the funds by mutual agreement between the Subrecipient and the County.

VI. REPORTING REQUIREMENTS

The Subrecipient shall submit quarterly programmatic reports to the County for activities funded under this Agreement. The report deadlines are the 15th of the month following each month, e.g. January 1, 2024 – March 31, 2024; report period is due April 15, 2024. The Subrecipient shall use the FS 1500-23 form and submit to the FCD Program Manager (See attached FS 1500-23 form)

The Subrecipient shall complete and return to the FCD Program Manager the Federal Funding Accountability and Transparency Act (FFATA) data collection form (Attachment D.)

The Subrecipient also agrees to comply with any reporting obligations established by the Treasury as they relate to this award.

A. SUBRECIPIENT MONITORING: Per Uniform Guidance 2 C.F.R. § 200.332, to safeguard this subaward and the use is for authorized purposes, in compliance with Federal statues, regulations and the terms and conditions of this Agreement; and that the performance goals are achieved. County and authorized third party shall conduct monitoring activities on agreed monitoring plan and/or necessary activities. Collaboration from Subrecipient at a minimum shall include the following;
   - Site Visits;
   - Desk Reviews;
   - Response to; findings, question costs, or corrective action plans.

VII. DOCUMENTS INCORPORATED BY REFERENCE

Attachment B, the County's Uniform Terms and Conditions, are incorporated into this document as if fully set forth herein. In the event of any divergence between this Agreement and the Uniform Terms and Conditions, this Agreement shall control.

VIII. NON-AVAILABILITY OF FUNDS

Every payment obligation of the County under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the County at the end of the period for which funds are available. No liability shall accrue to County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

IX. AUDIT

In accordance with A.R.S. § 35-214, the Subrecipient shall retain and shall contractually require each contractor and subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after all funds have been expended or returned to County, whichever is later. All records shall be subject to inspection and audit by the County or federal audit authority, or any other authorized third-party at reasonable times. Upon request, the Subrecipient shall produce the original of any or all such records.

A. SINGLE AUDIT: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award, if the Subrecipient expends more than $750,000 in federal awards during its fiscal year. If such single audit applies, and an audit finding that is organization-wide and/or specifically affects the subaward, a copy of any such report shall be provided to the County.

X. CONFLICT OF INTEREST

In accordance with A.R.S. § 38-511, the County may within three (3) years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the County, at any time while the Agreement is in effect, becomes an employee or agent or any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the matter of the Agreement.

The Subrecipient understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Subrecipient must disclose in writing to the County, of any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

XI. INDEMNIFICATION CLAUSE:

To the fullest extent permitted by law, the Subrecipient shall defend, indemnify, and hold harmless the County, and its departments, districts, boards, commissions, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Subrecipient or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such the Subrecipient to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Subrecipient from and against any and all claims. It is agreed that the Subrecipient will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the Subrecipient agrees to waive all rights of subrogation against the County, its officers, officials, agents, and employees for losses arising from the work performed by the Subrecipient or by and on behalf of the Subrecipient for the County.

XII. INSURANCE REQUIREMENTS PROFESSIONAL SERVICES:

Subrecipient shall require in its written contracts with subcontractors that they procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by subrecipient, its agents, representatives, employees or subcontractors. Attachment C, shows the breakdown of the insurance coverages, limits, and insurance endorsements that shall be carried by applicable subcontractors and by Subrecipient and is incorporated herein by reference. In the event of any divergence between this Agreement and Attachment C, this Agreement shall control.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance

of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

The Contractor will provide and cause its subcontractors to provide and maintain appropriate insurance acceptable to the County.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** In no event will the total coverage be less than the minimum insurance coverage specified below:

1. Commercial General Liability – Occurrence Form
   Policy shall include bodily injury, property damage, personal injury, products and completed operations, and contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $2,000,000
   - Personal and Advertising Injury $1,000,000
   - Blanket Contractual Liability – Written and Oral $1,000,000
   - Fire Legal Liability $50,000
   - Each Occurrence $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: County its districts, departments, agents, officials, employees, and volunteers as additional insureds for general liability including premises/operations, personal and advertising injury, products/completed operations, and contractual liability, and will specify that the insurance afforded by the Contractor is primary insurance and that any insurance coverage carried or self-insurance by the County, any department or any employee will be excess coverage and not contributory insurance to that provided by the Contractor. The additional insured endorsement for products/completed operations of General Liability made for the County shall provide this coverage for at least seven (7) years following County receipt of product or completion of work by the Subrecipient or subcontractor hired by the Subrecipient for work on this project for the County. The insurance policy for general liability must contain a severability of interest provision. County reserves the right to continue payment of premium for which reimbursement will be deducted from amounts due or subsequently due Subrecipient who may pass such deduction on to any applicable subcontractor(s).

   b. The Policy shall contain a waiver of subrogation to waive all insurers' rights of subrogation against the County, and its districts, departments, boards, commissions, officers, officials, agents, employees, and volunteers for losses arising from work performed for the County by or on behalf of the Subrecipient or subcontractor.

2. Logger's Broad Form Liability – as an endorsement to General Liability. Not applicable to Subrecipient, but applicable for subcontractor(s) hired by the Subrecipient/Contractor for logging work.

   Subrecipient warrants that each subcontractor hired for logging work shall maintain and provide proof of coverage for Logger's Broad Form Liability for property damage to others' timberlands or for fire suppression costs in the following amount:
   - Each Occurrence $1,000,000
   - Per Project Aggregate $1,000,000

   In lieu of a $1,000,000 per project aggregate, a subcontractor may secure an Umbrella Liability policy with minimum limits of $1,000,000 Each Occurrence and $1,000,000 Per

Project Aggregate which extends coverage over Logger's Broad Form Liability.

a. The policy shall be endorsed to include the County, its districts, departments, agents, officials and employees as additional insureds for Logger's Broad Form Liability, and will specify that the insurance afforded by the Contractor is primary insurance and that any insurance coverage carried or self-insurance by the County, any department or any employee will be excess coverage and not contributory insurance to that provided by the Contractor. The insurance policy must contain a severability of interest provision. County reserves the right to continue payment of premium for which reimbursement will be deducted from amounts due or subsequently due Contractor.

b. The Policy shall contain a waiver of subrogation to waive all of the insurer's rights of subrogation against the County, and its districts, departments, boards, commissions, officers, officials, agents, employees, and volunteers for losses arising from work performed by or on behalf of the subcontractor for the Subrecipient.

3. Business Automobile Liability –Automobile Liability in an amount not less than One Million Dollars ($1,000,000) combined single limit (CSL) per occurrence to include either "any auto" or "scheduled, owned, hired, and or non-owned vehicles." Such insurance shall include coverage for loading and unloading hazards.
Combined Single Limit (CSL) $1,000,000

a. The policy shall be endorsed to include the County, its districts, departments, agents, officials and employees as additional insureds for automobile liability, and will specify that the insurance afforded by the Contractor is primary insurance and that any insurance coverage carried or self-insurance by the County, any department or any employee will be excess coverage and not contributory insurance to that provided by the Contractor. The insurance policy must contain a severability of interest provision. County reserves the right to continue payment of premium for which reimbursement will be deducted from amounts due or subsequently due Contractor.

b. The Policy shall contain a waiver of subrogation to waive all of the insurer's rights of subrogation against the County, and its districts, departments, boards, commissions, officers, officials, agents, employees, and volunteers for losses arising from work performed by or on behalf of the Contractor.

4. Worker's Compensation and Employers' Liability

Subrecipient shall maintain and evidence to the County via a Certificate of Insurance and warrants that each subcontractor shall provide proof of coverage for worker's compensation in the following amounts, or a signed "Sole Proprietor Waiver" if the Subrecipient or subcontractor has no employees:

Workers' Compensation Statutory Coverage

- Employers' Liability minimum coverage limits of no less than
- Each Accident $1,000,000
- Disease – Each Employee $1,000,000
- Disease – Policy Limit $1,000,000

a. The Workers' Compensation/Employer's Liability Policy shall be endorsed to waive all insurer rights of subrogation against the County, and its districts, departments, boards, commissions, officers, officials, agents, employees and volunteers for losses arising from work performed by or on behalf of the Contractor.

5. Professional Liability (Errors and Omissions Liability) - Not applicable to Subrecipient, but applicable to subcontractor(s) hired by the Subrecipient for work involving the services of a licensed professional including but not limited to engineers and architects.
   - Each Claim $2,000,000
   - Annual Aggregate $2,000,000

   a. In the event the professional liability insurance required by this Contract is written on a claims-made basis, subcontractor warrants that any retroactive date under the policy shall be the same or prior to the inception date of this contract or the original contract start date on any renewal contract. If the insurance is cancelled, non-renewed, or the retroactive date is moved forward by the existing insurer or a change in insurer, the subcontractor shall purchase a two (2) year extended reporting period and evidence this to the County via a new certificate of insurance.

   b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

6. Pollution Liability, Not applicable to Subrecipient, but applicable to subcontractor(s) hired by the Subrecipient and operating equipment.

   Subrecipient warrants that each subcontractor hired by the Subrecipient and operating equipment shall provide proof of coverage for Pollution Liability in the following amounts:

   - Each Claim $1,000,000
   - Annual Aggregate $1,000,000

   a. In the event that the pollution liability insurance is written on a claims-made basis, the retroactive date under the policy shall be the same or prior to the inception date of this contract or the original contract start date on any renewal contract. If the insurance is cancelled, non-renewed, or the retroactive date is moved forward by the existing insurer or a change in insurer, the subcontractor shall purchase a two (2) year extended reporting period and evidence this to the County via a new certificate of insurance.

   b. The policy shall be endorsed to include the County, its districts, departments, agents, officials and employees as additional insureds for pollution liability, and will specify that the insurance afforded by the Contractor is primary insurance and that any insurance coverage carried or self-insurance by the County, any department or any employee will be excess coverage and not contributory insurance to that provided by the Contractor. The insurance policy must contain a severability of interest provision. County reserves the right to continue payment of premium for which reimbursement will be deducted from amounts due or subsequently due Contractor.

   c. The Policy shall contain a waiver of subrogation to waive all of the insurer's rights of subrogation against the County, and its districts, departments, boards, commissions, officers, officials, agents, employees, and volunteers for losses arising from work performed by or on behalf of the Contractor.

B. ADDITIONAL INSURANCE REQUIREMENTS:

The Subrecipient and its subcontractor(s) hired for work on this project will name the County, its districts, departments, agents, officials and employees as additional insureds for general liability including premises/operations, personal and advertising injury, products/completed operations, contractual liability, and if applicable, Logger's Broad Form Liability, and as additional insured for automobile liability, and Pollution Liability, and will specify that the insurance afforded by the Subrecipient or subcontractor(s) is primary insurance and that any insurance coverage carried or self-insurance by the County, any district, department, official, agent, employee, or volunteer will be excess coverage and not contributory insurance to that provided by the Subrecipient or subcontractors hired by the Subrecipient. The additional insured endorsement for products/completed operations of General Liability made for the County shall provide this coverage for at least seven (7) years following County receipt of product or completion of work by the Subrecipient or its subcontractors for the County. The insurance policies for general liability including Logger's Broad Form Liability if applicable, and for automobile liability and pollution liability must contain a severability of interest provision. County reserves the right to continue payment of premium for which reimbursement will be deducted from amounts due or subsequently due Subrecipient, who may in turn deduct such amounts from the applicable subcontractor.

C. WAIVER OF SUBROGATION All insurance policies shall contain a waiver of subrogation against the County, and its districts, departments, officers, officials, agents, employees, and volunteers for losses arising from work performed by or on behalf of Subrecipient.

D. If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

E. Upon the execution of this Agreement by the Subrecipient, the Subrecipient will furnish the County with copies of the Certificates of Insurance drawn in conformity with the above insurance requirements. The County reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements. Failure on the part of the Subrecipient to procure and maintain the required liability insurance and provide proof thereof to the County within ten (10) days following the commencement of a new policy, will constitute a material breach of the Agreement upon which the County may immediately terminate the Agreement.

F. The Subrecipient and applicable subcontractor(s) will comply with statutory requirements for both workers' compensation and unemployment insurance coverage during the term of this Agreement. A Certificate of Insurance for workers' compensation coverage, or Sole Proprietor Waiver if the entity has no employees, will be provided within ten (10) days of signing this Agreement. The insurer must agree to waive all rights of subrogation against the County, its officers, agents, employees and volunteers for losses arising from work performed by the Subrecipient or applicable subcontractor(s) for the County.

G. Coverage provided by the Subrecipient and applicable subcontractor(s) shall not be limited to the liability assumed under the indemnification provisions of this Contract.

H. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the County. Such notice shall be sent directly to the office of the Forest Restoration Director at Coconino County Flood Control District, 5600 E Commerce Ave. Flagstaff, AZ 86004 and shall be sent by certified mail, return receipt requested.

I. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Subrecipient or applicable subcontractor from potential insurer insolvency.

J. VERIFICATION OF COVERAGE: The Subrecipient shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) and copies of all insurance policy

endorsements as required by this Contract. Certificates of insurance are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates of insurance and copies of insurance policy endorsements required by this Contract shall be sent directly to the office of the Forest Restoration Director at Coconino County Flood Control District, 5600 E Commerce Ave. Flagstaff, AZ 86004. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.

K. SUBCONTRACTORS: Subrecipient's certificate of insurance (s) shall include all subcontractors as insureds under its policies or Subrecipient shall furnish to the County separate certificates and insurance policy endorsements required by this contract for each subcontractor and provide a copy of their contract with the subcontractor that includes the same insurance and endorsement requirements be issued to and made for Coconino County. All coverages for subcontractors shall be subject to the minimum requirements identified above.

L. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.

M. EXCEPTIONS: In the event the Subrecipient or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance. If the Subrecipient or sub-contractor(s) is/are a County Department, board, commission, none of the above shall apply.

XII. FUND MANAGEMENT

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The Subrecipient must manage funds according to applicable federal regulations for administrative requirements, cost principles and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management 2 C.F.R. § 200.302
- Internal Controls 2 C.F.R. § 200.303
- Procurement Standards 2 C.F.R. §§ 200.317-200.327
- Personnel 2 C.F.R. §§ 200.430-200.431.
    - Subrecipient shall maintain documented support for personnel costs (i.e., some form of time and effort documentation) to ensure in compliance with requirements
- Property Standards 2 C.F.R. §§ 200.311-200.316
- Travel

A system is adequate if it is: 1) written; 2) consistently followed - it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds. The County reserves the right to review all business systems policies.

A. PROGRAM INCOME TREATMENT: If program income is created because of this subaward, 2 C.F.R § 200.307 requires to add program income to the subaward. Any program income generated from this subaward must be used for the purposes and under the conditions of this Agreement. Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under federal awards, the sale of commodities or items fabricated under a federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with federal award funds. Interest earned on advances of federal funds is not program income. For more information on what constitutes "Program Income", please see 2 CFR 200.1.

XIII. UNIQUE ENTITY IDENTIFIER (UEI)

Each successful Subrecipient who is awarded $25,000 or more must provide the following prior to an Agreement being executed a Unique Entity Identifier (UEI) assigned as proof of current registration in the System for Award Management (SAM/SAM.gov). Additionally, SAM registration must be in good standing and maintained for the term of the Agreement. The SAM registration information may be found at https://sam.gov/content/home.

XIV. FFATA REPORTING REQUIREMENTS

In compliance with the Federal Funding Accountability and Transparency Act of 2006 Reporting Requirements, Pub. L. No. 109-282, 120 Stat. 1186, as amended by Section 6202 (a) of Pub. L. No. 110-252, the Subrecipient is required to provide information. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) to be made available to the public via a single, searchable website, which is www.USASpending.gov.

XV. CLOSEOUT REQUIREMENTS

The Subrecipient shall submit a closeout package with both programmatic report and financial reimbursement request. 2 C.F.R §200.344 requires all information regarding the closeout of subawards that would include compliance delivered with that 90-day timeframe.

At a minimum, the standard closeout package includes all final documents from the Subrecipient:

- a final progress/performance report;
- a final financial report;
- compliance confirmation, including any monitoring and/or site visit reports and communications along with any corrective action plan(s) approved and implemented; and
- financial reconciliation between what was obligated to the Subrecipient and the amount of money the Subrecipient was reimbursed

XVI. OTHER

It is agreed that the Parties to this Agreement have participated fully in the negotiation and preparation of the Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement. The Parties acknowledge they have been advised by counsel, or have had the opportunity to be advised by counsel, in the negotiation and execution of the Agreement.

XVII. FORCED LABOR OF ETHNIC UYGHURS

If Subrecipient engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. §35-394, Subrecipient certifies that it does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Subrecipient becomes aware during the term of the contract that the company is not in compliance with the written certification, the company shall notify the

County within five business days after becoming aware of the noncompliance. If Subrecipient does not provide the County with a written certification that Subrecipient has remedied the noncompliance within 180 days after notifying the County of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

XVIII. NOTICES

The Subrecipient shall address all notices relative to this Agreement to:

Jay Smith
Forest Restoration Director
Flood Control District
5600 E. Commerce Ave, Flagstaff, AZ 86004
jaysmith@coconino.az.gov

The County shall address all notices relative to this Agreement to:

Anne Mottek
Treasurer
Greater Flagstaff Forests Partnership
119 E. Terrace Ave. Suite D, Flagstaff, AZ 86001
mottekconsulting@gmail.com



[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto agree to execute this Agreement.

Greater Flagstaff Forests Partnership Inc.

By _____

Printed Name: Neil Chapman, President

COCONINO COUNTY

By _____

Patrice Horstman, Chair Board of Supervisors

ACKNOWLEDGED before me
by Neil Chapman as President
of and for Greater Flagstaff Forests Partnership,
Inc., on this 6th day of October, 2025.

COURTNEY JO MAXWELL
Notary Public, State of Arizona
Coconino County
Commission # 640656
My Commission Expires
August 30, 2026

Courtney Maxwell
Notary Public

August 30, 2026
My Commission Expires

ATTEST:

Clerk of the Board

Approved as to form:

Deputy County Attorney

ATTACHMENT A
Section 17 Lowell Observatory/Observatory Mesa Fuels Reduction Project

Coconino County is requesting $816,779 in funding for the Lowell Observatory/ Observatory Mesa Fuels Reduction Project. The project will be managed by Greater Flagstaff Forests Partnership, a community based organization that supports collaborative efforts in forest restoration in the ponderosa pine forests surrounding Flagstaff, Arizona since 1996. We are happy to answer any questions as it relates to specifics. Please reach out to Government Affairs Manager Gregory Nelson.

Requestor:
Coconino County
219 E Cherry Ave
Flagstaff, AZ 86001

Primary Point of Contact:
Lucinda Andreani
Flood Control District Administrator and Deputy County Manager
Coconino County
landreani@coconino.az.gov
928-606-5087

Secondary Point of Contact:
Gregory Nelson
Government Affairs Manager
Coconino County
gnelson@coconino.az.gov
928-326-6717

Name of Project/Proposal:
Section 17 Lowell Observatory/Observatory Mesa Fuels Reduction Project (Lowell Observatory Project)

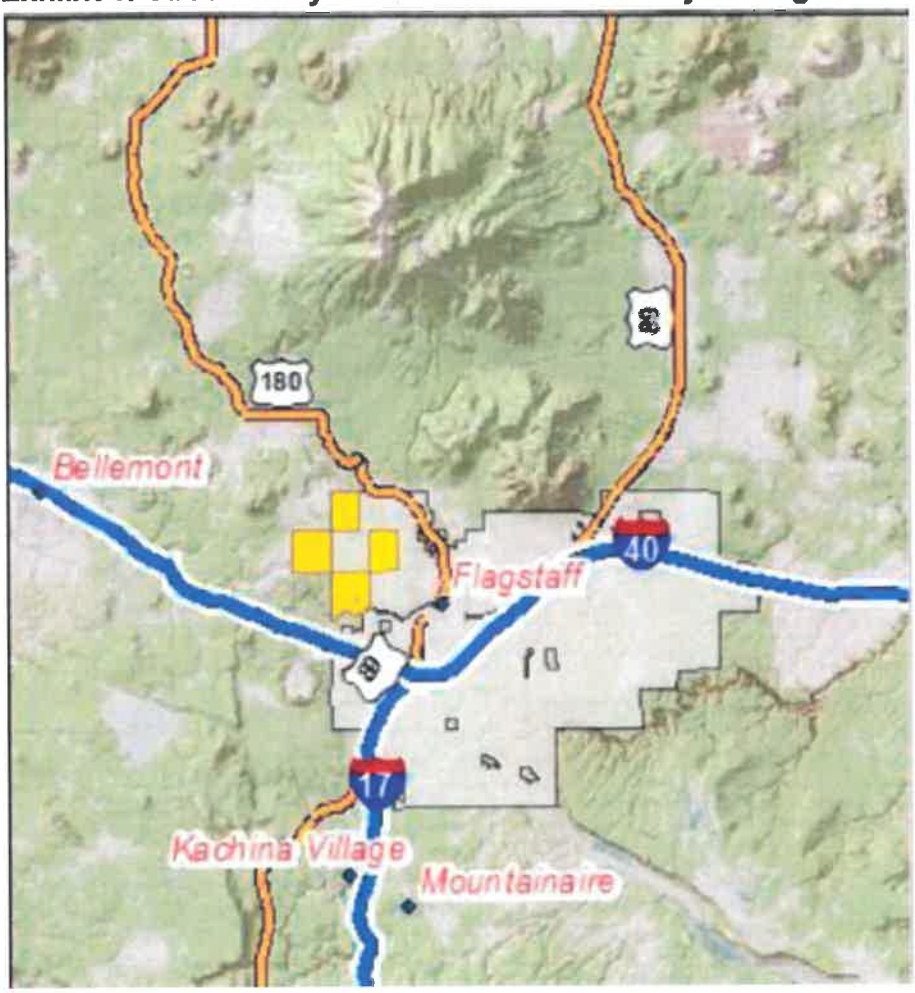
Project Location:
City of Flagstaff; Coconino County, Arizona

Project Description:

Location and Background:
The Lowell Observatory Project is in Coconino County and lies within the northwest portion of the City of Flagstaff on Observatory Mesa (see Exhibit 1). Four sections on the Mesa, owned by the City of Flagstaff,

is within the Observatory Mesa Natural Area, which is designated as open space. According to the City of Flagstaff, "Open space defines the region's quality of life, protects the region's ecological health, supports existing and future economic development, and preserves historic and cultural resources."[1] The Mesa is a favorite recreational area, and includes the Flagstaff Urban Trail System (FUTS), and this asset greatly improves the quality of life for residents and visitors alike in Flagstaff.

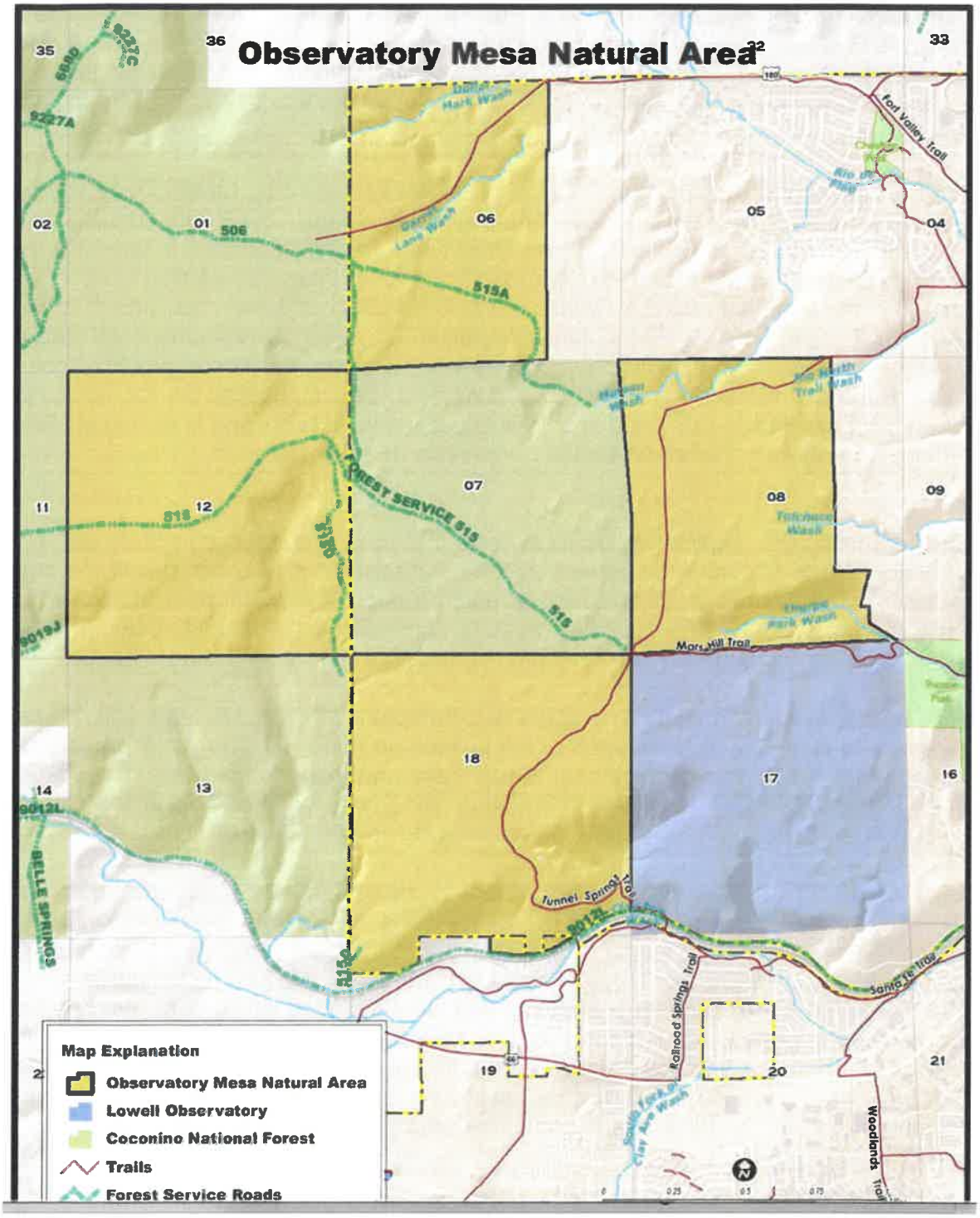
Exhibit 1. Observatory Mesa Natural Area in City of Flagstaff



The Observatory Mesa Natural Area consists of four sections (06, 08, 12 and 18) (see Exhibit 2). Section 17, owned by Lowell Observatory, lies on the southeast corner of the Natural Area, directly east of Section 18 (see Exhibit 2).

[1] *City of Flagstaff. Available online at: https://www.flagstaff.az.gov/2194/Open-Space-Natural-Areas*

24-DG-11030000-016**Exhibit 2. Observatory Mesa Natural Area and Section 17**



Through the Flagstaff Watershed Protection Project, all four of these City-owned sections have been treated through thinning small diameter trees and prescribed fire. Section 7, that sits in the middle of the Observatory Mesa Natural Area, is owned by the United States Forest Service (USFS). According to the USFS, the entire section has been marked, a thinning contractor is currently operating in this section, and thinning operations are expected to be completed this summer. Once Section 7 is complete, Section 17 is the only parcel that has not been treated on Observatory Mesa and presents increased wildfire risk for the entire mesa, as well as the City of Flagstaff and critical infrastructure that runs through Section 17 (e.g., Arizona Snowbowl Ski Resort's pipeline and buried powerlines).

Observatory Mesa is approximately one mile from City Hall and downtown Flagstaff. A catastrophic wildfire on Observatory Mesa would not only cause irreputable damage from the wildfire itself, but also there is a strong possibility that post-fire flooding would follow the wildfire, and flows would run downstream off the Mesa into the underlying Thorpe Park, historic neighborhoods, and into the middle of the City of Flagstaff.

In addition to the intrinsic values the Mesa holds, Section 17, privately-owned by Lowell Observatory, was established by Percival Lowell on May 28, 1894. For over 100 years, Lowell Observatory has connected visitors and scientists to the universe. Percival Lowell was initially interested in potential life on Mars; thus, as an iconic landmark and renowned overlook famous for its view, it is referred to as "Mars Hill." In 1965, the Observatory was designated a Registered National Historic Landmark, and in 2005, recognized as an Arizona Treasure by Governor Janet Napolitano. Lowell Observatory itself has a multitude of unique highly technical and historic telescopes and instruments. For example, Lowell Observatory is the site of the historic 24-inch Clark Refractor telescope, established on the Mars Hill campus by founder Percival Lowell over 125 years ago. The telescope itself is housed in its original fully wooden dome, including a set of Ford tires on which the dome rests and turns.

Project Scope:
The Lowell Observatory Project will complement the treatments that have already occurred on the four sections in the Observatory Mesa Natural Area as well as USFS' Section 7. Given that this is the only section that has not been treated, or is in the process of being treated, this will further increase the reduction in wildfire risk and the overall resiliency of the forest. Not only will the risk of wildfire be reduced, but also, thinning will decrease the presence of insects and disease, like mistletoe and bark beetle.

The project area encompasses approximately 672 acres that comprise Section 17, Mars Hill, Lowell Observatory, as well as five residences of Observatory staff located on Mars Hill. The project area also includes a buffer around Mars Hill Road that climbs up to the mesa and leads to the Mars Hill Lookout and Lowell Observatory. Mars Hill Road begins at the historic old town neighborhood in the City of Flagstaff and at the southwest corner of Thorpe Park, the largest city park in Flagstaff.

The project is shovel ready. Completed planning includes: 1) several meetings, exchanges, and agreements with the landowner; 2) several site visits; 3) mapping of the site (see Exhibit 3); 4) engagement with an on-the-ground project management firm; and 5) budget completed (see Table I). The project will be administered by the Greater Flagstaff Forests Partnership (GFFP), an established not-for-profit, since 1996, that has experience in managing and administering cost-share funded fuel reduction projects. The on-the-ground implementation will be managed by Campbell Global, an established reputable local firm, that has trained foresters to manage forest restoration projects. GFFP and Campbell Global have worked together on several cost-share grant projects and have formed a strong and successful partnership to effectively complete on-the-ground fuel reduction projects throughout the Greater Flagstaff region.

Exhibit 3. Lowell Observatory Treatment Map



The project's on-the-ground prescription will focus on fuel reduction, which includes thinning small-diameter ponderosa pine trees to reduce ladder fuels that can carry fire into the crowns of the larger trees and wildfire risk. This equates to a residual average basal area of 60-80 ft^2 per acre. Thinning operations will occur on 541 acres with conventional mechanical equipment, such as a feller buncher and skidder. In addition, all biomass (tree limbs and tops) will be removed from the site, which will further reduce wildfire risk. Hand thinning, on 35 acres, in areas with steep slopes, will be completed by a local conservation corp. When possible, smaller logs will be distributed to the Wood For Life program, and this will be coordinated with the USFS. Approximately 96 acres are fairly open, with fewer trees, and will require little to no treatment, depending on site conditions. In addition, the project will include defensible space treatments around Lowell Observatory, Mars Hill Road, and staff's residences. This will include removal of trees that are close to structures and will follow the National Wildfire Coordinating Group's (NWCG) standards. The USFS will conduct road grading to prepare for logging trucks to remove logs and biomass off the site. Mechanical thinning and biomass removal implementation is estimated at three months, with some front and backend time. In total, the project is estimated completion within six months, barring any unforeseen delays (e.g., fire restrictions, weather).

A broad community outreach program will be developed. Community outreach events, press releases, and meetings with community leaders and interest groups will be conducted to inform community members about the expected operations, the benefits this project will provide, and to alleviate any concerns about operations on Observatory Mesa/Lowell Observatory.

Budget:
Total Project Cost: $966,779
Leveraged Funds: $150,000
Congressional Directed Spending Request: $816,779

No treatment Steep	65.3	$0	$0	$0	
No treatment needed	30.6	$0	$0	$0	
FS Road Grading			$6,000	$6,000	
GFFP			$25,000	$25,000	
Campbell Global			$82,000	$82,000	
Total Direct Costs	**607**	**$1,448**	$878,890	**$878,890**	
GFFP Indirect			$87,889	**$87,889**	
Total w/Indirect			$966,779	**$966,779**	
Total Funding Ask				**$816,779**	
Total Acres	**672**				

List of Entities or Organizations Partnering in or Supporting the Project:

Campbell Global
City of Flagstaff
Coconino County
Coconino County Flood Control District
Conservation Corps Organizations
Flagstaff Watershed Protection Project
Greater Flagstaff Forests Partnership
U.S. Forest Service
Wood for Life

Is this project's funding request scalable?

Yes, the project is scalable. However, the City of Flagstaff and Lowell Observatory are committing a 25% match to show their priority to this project. If the Lowell Observatory Project is not fully funded, any treatment on Section 17 is better than none, and it will have some impact on fire risk reduction, although not to the extent that could be achieved if the total acreage is treated. In Flagstaff, there are several examples where wildfires reached a treated area of the forest, and the fire dropped to the ground sufficiently enough that firefighters were able to contain the blaze (e.g., 2006 Woody Fire that was headed toward Lowell Observatory/Observatory Mesa and the 2012 Hardy Fire, behind Little America Hotel, and ignited one day before the Schultz Fire). These fires proved treatments work, and studies have shown that denser areas of the forest, with ladder fuels, can carry fire to the crowns of the trees and explode into uncontrollable crown fires. The aftermath has shown that the economic consequences are far higher than the cost of treatments.

In addition, if not fully funded, we can seek further funding from cost-share grants. However, for efficiency and cost reduction, the advantage of full funding would decrease the cost for logging contractors as they do not have to mobilize their equipment and workforce multiple times. This unequivocally will increase the project's cost, and it will not provide results that are so direly needed, given the increase in wildfire activity in the Greater Flagstaff region.

Will this project occur on federal land? No, the project is on privately owned land.

Performance Period:
August 28, 2024 – September 30, 2027

Performance Metrics: Use attachment form FS 1500-23 for performance metrics reporting. The cadence of reporting shall be quarterly.

Attachment B
UNIFORM TERMS AND CONDITIONS

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3. "*Contract Amendment*" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4. *"Contractor"* means any person who has a Contract with the County, also described as "subrecipient".

1.5. *"Days"* means calendar days unless otherwise specified.

1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8. *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the County to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12. *"County"* means Coconino County, Arizona and the Department of the County that executes the Contract.

1.13. *"County Fiscal Year"* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Coconino County Policies and Procedures.

2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the County and as they may be amended, the following shall prevail in the order set forth below:

2.3.1. Special Terms and Conditions;

2.3.2. Uniform Terms and Conditions;

2.3.3. Statement or Scope of Work;

2.3.4. Specifications;

2.3.5. Attachments;

2.3.6. Exhibits;

2.3.7. Documents referenced or included in the Solicitation.

2.4. Relationship of Parties. The Contractor under this Contract is an independent contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by the County at or federal audit authority, or any other authorized third-party at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the County and, where applicable, the Federal Government or authorized third party, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract.

The County shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If County determines non- compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by County for testing and inspection.

3.5. Notices. Notices to the Contractor required by this Contract shall be made by County to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the County required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7. Federal Immigration and Nationality Act. The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The County shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the County determine that the Contractor and/or any subcontractors be found noncompliant, the County may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the Contractor.

3.8. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.9. Offshore Performance of Work Prohibited.
Any services that are described in the specifications or scope of work that directly serve the County or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States.

Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the Contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and

accurate invoice for payment from the County within thirty (30) days.

4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3. Applicable Taxes.

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The County is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4. IRS W9 Form. In order to receive payment, the Contractor shall have a current I.R.S. W9 Form on file with the County, unless not required by law.

4.4. Availability of Funds for the Next County fiscal year. Funds may not presently be available for performance under this Contract beyond the current County fiscal year. No legal liability on the part of the County for any payment may arise under this Contract beyond the current County fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current County fiscal year. Should the County Board of Supervisors enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the County may take any of the following actions:

4.5.1. Accept a decrease in price offered by the Contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the Contract and re-solicit the requirements.

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law.

Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The County shall not unreasonably withhold, condition, or delay approval.

6. Risk and Liability

6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The Parties to this Contract agree that the County, its districts, departments, officers, officials, agents, employees and volunteers shall be indemnified and held harmless by the Contractor for the vicarious liability of the County as a result of entering into this Contract. However, the Parties further agree that the County, its departments, districts, officers, officials, agents, employees and volunteers shall be responsible for its own negligence. Each Party to this Contract is responsible for its own negligence.

6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the County against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the County of materials furnished or work performed under this Contract. The County, within the State of Arizona, shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

6.4.1 Except for payment of sums due, neither Party shall be liable to the other nor deemed in default under this Contract if and to the extent that such Party's performance of this Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the Party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions- intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the Party declaring force majeure which such Party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either Party is delayed at any time in the progress of the work by force majeure, the delayed Party shall notify the other Party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof

and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed Party shall cause such delay to cease as soon as practicable and shall notify the other Party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed Party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either Party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the County any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor toward fulfillment of this Contract.

7. Warranties

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one (1) year after acceptance by the County of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3. Fitness. The Contractor warrants that any material supplied to the County shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the County.

7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.5.1. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

7.5.2. New Restrictions on Lobbying, 31 C.F.R. Part 21.

7.5.3. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

7.5.4. Generally applicable federal environmental laws and regulations.

7.5.5. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

7.5.6. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the

basis of race, color, or national origin under programs or activities receiving federal financial assistance;

7.5.7. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

7.5.8. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

7.5.9. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

7.5.10. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

7.5.11. Hatch Act. Subrecipient agrees that no funds provided, nor personnel employed under this Contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, 5 U.S.C. Section 1501 et seq. and Chapter 15 of Title V of the U.S.C.

7.6. Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the County, within the State of Arizona, is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. County's Contractual Remedies

8.1. Right to Assurance. If the County in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the County's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the Contract.

8.2. Stop Work Order.

8.2.1. The County may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the County after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all

reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the County under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the County may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5. Right of Offset. The County shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the County, or damages assessed by the County concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the County may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2. Gratuities. The County may, by written notice, terminate this Contract, in whole or in part, if the County determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the County for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The County, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3. Suspension or Debarment. The County may, by written notice to the Contractor, immediately terminate this Contract if the County determines that the Contractor has 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. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the County.

9.4. Termination for Convenience. The County reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to

the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

9.5.3. The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The Parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

Attachment C
Insurance Responsibilities of Subrecipient and Subcontractors

All entities shall maintain adequate insurance acceptable to Coconino County, and evidence this directly to Coconino County, Greater Flagstaff Forests Partnership, Inc. ("GFFP"), and Lowell Observatory via a current certificate of insurance issued separately to each of the following three (3) entities; Coconino County, GFFP, and Lowell Observatory, showing coverage in force prior to commencement of, and during the work period on the Lowell Observatory Property.

MINIMUM SCOPE AND LIMITS OF INSURANCE: The Contractor shall provide and maintain and cause its subcontractors maintain appropriate insurance acceptable to Coconino County, GFFP, and Lowell Observatory with coverages with limits of liability not less than those stated below.

I. **Greater Flagstaff Forests Partnership Inc** (subrecipient/administrator of the grant):

1. Commercial General Liability – Occurrence Form

The policy shall include coverage for bodily injury, property damage, personal injury, and products and completed operations and shall include the following:

- General Aggregate $2,000,000
- Each Occurrence $1,000,000

2. Business Automobile Liability

Automobile Liability in an amount not less than One Million Dollars ($1,000,000) combined single limit (CSL) per occurrence to include either "any auto" or "scheduled, owned, hired, and or non-owned vehicles." Such insurance shall include coverage for loading and unloading hazards.

- Combined Single Limit (CSL) $1,000,000

3. Worker's Compensation and Employers' Liability

Workers' Compensation/Statutory Employers' Liability

- Each Accident $1,000,000
- Disease – Each Employee $1,000,000
- Disease – Policy Limit $1,000,000

II. **Campbell Global** (subcontractor for oversight of logging operations):

1. Commercial General Liability – Occurrence Form

The policy shall include coverage for bodily injury, property damage, personal injury, and products and completed operations and shall include the following:

- General Aggregate $2,000,000
- Each Occurrence $1,000,000

2. Business Automobile Liability

Automobile Liability in an amount not less than One Million Dollars ($1,000,000) combined single limit (CSL) per occurrence to include either "any auto" or "scheduled, owned, hired, and or non-owned vehicles." Such insurance shall include coverage for loading and unloading hazards.

- Combined Single Limit (CSL) $1,000,000

3. Worker's Compensation and Employers' Liability

Workers' Compensation/Statutory Employers' Liability

- Each Accident $1,000,000
- Disease – Each Employee $1,000,000
- Disease – Policy Limit $1,000,000

This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor waiver or Partnership waiver) form, if the contractor has no employees.

III. Logging Subcontractor:

1. Commercial General Liability – Occurrence Form

The policy shall include coverage for bodily injury, property damage, personal injury, and products and completed operations and shall include the following:

- General Aggregate $2,000,000
- Each Occurrence $1,000,000
- Logger's Broad Form (as an endorsement to General Liability)

$1M Each Occurrence
$1M Aggregate

Aggregate limits will be specific to the agreement. In lieu of per project aggregate, contractor may secure Umbrella Liability with minimum limits of $1,000,000 Each Occurrence and $1,000,000 Aggregate.

2. Business Automobile Liability

Automobile Liability in an amount not less than One Million Dollars ($1,000,000) combined single limit (CSL) per occurrence to include either "any auto" or "scheduled, owned, hired, and or non-owned vehicles." Such insurance shall include coverage for loading and unloading hazards.

- Combined Single Limit (CSL) $1,000,000

3. Worker's Compensation and Employers' Liability

Workers' Compensation/Statutory Employers' Liability

- Each Accident $1,000,000
- Disease – Each Employee $1,000,000
- Disease – Policy Limit $1,000,000

This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor waiver or Partnership waiver) form, if the contractor has no employees.

4. Pollution Liability
   - Per Occurrence $1,000,000

Applicable to each entity's policy:

Each policy shall be endorsed to include the following additional insured language: Coconino County its departments, districts, boards, agents, officers, officials, employees, and volunteers;

GFFP; and Lowell Observatory as additional insureds for General Liability, Automobile Liability and where applicable for Logger's Broad Form Liability and Pollution Liability, and will specify that the insurance afforded by the Subrecipient or subcontractor hired by the Subrecipient is primary insurance and that any insurance coverage carried or self-insurance by the County, any district, department, board or any employee will be excess coverage and not contributory insurance to that provided by the Subrecipient or the Subcontractor hired by the Subrecipient. The insurance policies for General Liability, Automobile Liability, Logger's Broad Form Liability, and Pollution Liaiblity must contain a severability of interest provision. County reserves the right to continue payment of premium for which reimbursement will be deducted from amounts due or subsequently due to the Independent Contractor. Each insurance policy shall be endorsed with a waiver of subrogation against the County, GFFP and Lowell Observatory and their respective departments, boards, commissions, officers, officials, agents, employees and volunteers for losses arising from work performed by or on behalf of the Subrecipient/Contractor or a Subcontractor hired by the Subrecipient.