

RESOLUTION NO. 2894

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PAYSON, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE ARIZONA STATE FORESTRY GRANT AGREEMENT NO. WFHF 15-203 (“AGREEMENT”) BETWEEN THE (“GRANTEE”) STATE FORESTER (“STATE FORESTRY”) AND THE TOWN OF PAYSON, THE PAYSON FIRE DEPARTMENT (“SUB-GRANTEE”), UNDER THE COOPERATIVE FORESTRY ASSISTANCE SERVICE.

WHEREAS, the Town of Payson, a municipal corporation and a political subdivision of the State of Arizona, is located entirely in Gila County and incorporated and organized under A.R.S. §§ 9-101 and 9-231; and

WHEREAS, the State Forester is an appointed state official who serves at the pleasure of the Governor pursuant to A.R.S. § 37-621, *et seq.*, and administers the Cooperative Forestry Fund under A.R.S. §§ 37-622 and 37-624, *et seq.*; and

WHEREAS, the SUB-GRANTEE (DUNS #07-243-1174) wishes to enter into Cooperative Forestry Hazardous Fuels Program Agreement **[Grant No: WFHF 15-203]** with STATE FORESTRY for the protection and management of its forests pursuant to the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, as amended; and

WHEREAS, this Intergovernmental Agreement is authorized under A.R.S. § 11-952; and

WHEREAS, the Parties desire to approve and to execute **[Grant No: WFHF 15-203]** effective immediately upon signature by all parties and will terminate on September 30, 2016 unless terminated earlier by either party by providing a thirty (30) days written notice to the other; and

WHEREAS, the Parties acknowledge that the services performed have a value to the STATE FORESTRY and, in consideration of that value, the GRANTEE agrees to provide grant funds and reimburse the SUB-GRANTEE out of State Forestry allocated funding with **a 10% Cost Share Match**; and

WHEREAS, the payment or reimbursement shall not exceed the total eligible costs of the project and total compensation (federal portion) **shall not exceed \$71,600.00**; and

WHEREAS, the Parties acknowledge that every obligation of either Party under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation.

NOW, THEREFORE, THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PAYSON, ARIZONA, DO HEREBY RESOLVE AS FOLLOWS:

Section 1: That the **GRANT AGREEMENT NO. WFHF 15-203** between the GRANTEE and the Town of Payson on behalf of the SUBGRANTEE (attached hereto and marked as Exhibit A) is approved in substantially the form attached.

Section 2: That Kenny J. Evans, Mayor of the Town of Payson, is authorized to execute said Intergovernmental Agreement in substantially the form attached.

Section 3: That the Town of Payson is authorized to take such other and further actions as may be necessary or appropriate to carrying out the intent of this Resolution.

PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PAYSON, ARIZONA, this _____ day of January, 2016, by the following vote:

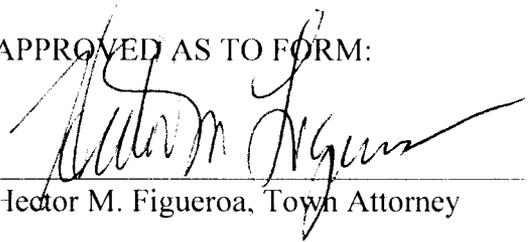
AYES _____ NOES _____ ABSTENTIONS _____ ABSENT _____

ATTEST:

Silvia Smith, Town Clerk

Kenny J. Evans, Mayor

APPROVED AS TO FORM:



Hector M. Figueroa, Town Attorney

EXHIBIT “A”
TO
RESOLUTION NO: 2894

Arizona State Forestry Grant Agreement No. WFHF 15-203
Cooperative Forestry Hazardous Fuels Program

This grant agreement ("Agreement") is entered into by and between the ("Grantee") Arizona State Forestry Division ("State Forestry" or "State") and ("Sub-grantee"), **Town of Payson Fire Department (DUNS #07-243-1174)**, 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 37-622.

Subaward of Federal Award # **15DG-11031600-080**, dated **08/06/2015**
The Catalog of Federal Domestic Assistance (CFDA) Number is **10.664, Cooperative Forestry Assistance**, U.S. Department of Agriculture, Forest Service.

II. SCOPE OF WORK

Compensation is contingent upon Sub-grantee fulfilling the Scope of Work and project commitments as identified in the Grant Application (Attachment A) and as amended by the approved Detailed Project Plan (Attachment B).

III. PROGRAMATIC CHANGES

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

IV. TERM OF AGREEMENT

This Agreement shall be effective immediately upon signature by all parties and will terminate on **September 30, 2016** 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 \$71,600.00**

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 after State Forestry receives reimbursement from the USDA Forest Service, normally within ninety days of receipt of the reimbursement request and required documentation.

VI. ELIGIBLE COSTS

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

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

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

VII. ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It shall be the sole 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 with 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 managed by the Census Bureau within 30 days after receipt from auditor or nine months from the close of their 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 activities that include both administrative and accounting controls.

X. REPORTING REQUIREMENTS

Sub-grantee shall monitor the performance of the grant activities to ensure that performance goals are being achieved. Sub-grantee shall provide detailed grant/project accomplishments in quarterly reports to State Forestry no later than 30 days after the end of each calendar quarter, or as requested by State Forestry. Performance reports shall follow the format identified in Attachment E or as may be revised by State Forestry. Reports will contain information on the following:

- A comparison of actual accomplishments to the goals established for the period and for the entire program or project.
- 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.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

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

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

A final accomplishment report with mapping, if required, and all financial/reimbursement requests and required documentation shall be provided at completion of the grant project, but no later than 30 days after end of grant term.

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

Sub-grantee shall immediately notify State Forestry of developments that have a significant impact on the activities supported under this grant. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

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

XI. PRINCIPAL CONTACTS.

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

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

Principal Sub-grantee Programmatic Contact:

David Staub
Fire Chief
400 W. Main Street
Payson, AZ 85541
(928) 474-5242
dstaub@paysonaz.gov

Principal Arizona State Forestry Contact:

Joshua Hudson
Lead Grants Specialist
1110 West Washington Suite 100
Phoenix, AZ 85007
(602) 761-0285
joshhudson@azsf.gov

XII. NOTICES

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

<u>STATE FORESTRY</u>	<u>SUB-GRANTEE</u>
<p><u>Glen Buettner</u> Program Coordinator Arizona State Forestry Division 1110 West Washington, Suite 100 Phoenix, AZ 85007 (602) 771-1410 glenbuettner@azsf.gov</p>	<p><u>David Staub</u> Fire Chief Town of Payson Fire Department 400 W. Main Street Payson, AZ 85541 (928) 474-5242 dstaub@paysonaz.gov</p>

XIII. AWARD CLOSEOUT

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

XIV. AUTHORITY

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

XV. ATTACHMENTS

The following Attachments are part of this Agreement:

- A. Project Application
- B. Detailed Project Plan
- C. General Provisions
- D. Documentation of Expenses
- E. Quarterly Report and Invoice Format

Additional Certifications (require separate signatures):

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

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

<p><u>STATE FORESTRY</u></p> <p>Arizona State Forestry Division 1110 West Washington, Suite 100 Phoenix, AZ 85007</p>	<p><u>ACCEPTED BY SUB-GRANTEE</u></p> <p>Town of Payson Fire Department 400 W. Main Street Payson, AZ 85541</p>
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Signature

Arizona State Forester

Date: _____

Date: _____

Signature

Print or Type Name

Date: _____

ATTACHMENT A

**Project Application
(Cover Sheet)**

2015 Arizona Wildland Fire Hazardous Fuels Project Application

FOR OFFICIAL USE ONLY	
Grant Dollars Requested:	\$200,000
Proposed Matching Share:	\$22,333
Total Project:	\$222,333

Applicant Information	
Applicant / Organization:	Payson Fire Department
Organization Type:	Municipal DUNS#:72431174
Contact Person:	Chief David Staub
Address:	400 W. Main Street
City/Zip Code:	Payson, AZ 85541
Phone (Work/Cell):	928-474-5242 ext. 300
Email:	dstaub@paysonaz.gov
Fax:	928-474-0925

Project Summary	
PROJECT NAME:	Payson Hazardous Fuels Reduction
County:	Gila Congressional District: 1
Latitude (decimal degrees):	34.24028 Longitude (decimal degrees): 111.32306
Number of Communities directly affected by this project: 4	
Community Names:	Town of Payson, Round Valley Oxbow Fire District, East Verde Park Fire District and Tonto Apache Reservation
Planned duration of this project? (check one):	<input type="checkbox"/> 1 Yr <input checked="" type="checkbox"/> 2 Yrs
Is this a new project? (check one):	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2 Land ownership of project area – private, state, tribal, etc (list all that apply).	
<i>Work on federal lands cannot be funded:</i>	
Private (40 acres) and Municipal (20 acres). The 20 acres of Town land are identified on an attached map in eight different areas.	
Number of acres to be treated: 60	Estimated cost
Number of residences affected: 19,400	per acre (including match): \$3,000
Is this project adjacent to a National Forest or BLM Lands? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes – please describe: Tonto National Forest	
Which of the communities affected by this project are on Arizona's Communities-At-Risk list? Payson, Round Valley, Oxbow Estates, and East Verde Park	
Which of the communities affected by this project are currently FIREWISE USA recognized? Payson: Elk Ridge, Chaparral Pines, Rim Club, and Payson Pines; and East Verde Park (north of Payson)	

Project Overview and Area Description

Provide a brief overview of the project and the project area(s). For each area include planned treatment acres. A map of the specific project location, treatment areas, and adjacent projects is strongly encouraged. 2500 characters max

Our project will treat 60 acres during a two-year period and will reduce hazardous fuels, increase public and firefighter safety, and establish defensible/survivable space on private property. Specifically, we will treat 20 acres of Town of Payson municipal property (identified on an attached map, as eight separate parcels) and an additional 40 acres of private land for eligible property owners within the project's boundaries. This will include the creation of defensible space around homes and structures, and will remove all significant hazardous fuels, which will be disposed of at local brush vegetation pits. Payson has dense high desert fuel loads, including Ponderosa, Juniper, Pinon, Manzanita brush, and scrub oak mix.

Potentially 10 of the treated acres will be immediately adjacent to existing or planned US Forest Service hazardous thinning projects, which includes 4,000 acres.

- 3 Please note that our estimated cost per acre (\$3,000) is due to the heavy fuel loads and the types of fuel, as well as the rugged terrain and the fact that we're working around homes and other structures. We know from experience with past and current fuel reduction projects that \$3,000 per acre is a real and necessary cost estimate.

Our project implements cost sharing with property owners to create defensible space and remove hazard fuels. First, a fire department captain conducts property assessments and makes treatment recommendations to homeowners and property owners in target areas. Next, the homeowners hire a qualified service to complete the prescribed work. Following completion, the captain inspects the site for verification of the work. With his approval, the property owner may then submit the allowable costs and documentation to the Fire Department for up to 90% reimbursement. The 10% balance counts toward the matching funds, as shown in the budget. (The process is the same for the Town-owned land.)

The project complies with the priorities of the Rim Country Community Wildfire Protection Plan (CWPP), the Tonto National Forest Payson Ranger District Fuels Management Program, and the Town of Payson's Corporate Strategic Plan. The targeted treatment areas are high-priority areas of extreme fire hazard due to the presence of structures and fuel accumulation within close proximity of one another. And finally, this project aligns with previous and current fuels and WUI projects, including those funded by Arizona State Forestry.

Map of proposed project area attached? Yes No

Capacity

All information for the project must fit into the allotted character space provided below.

Briefly describe the applicant (and partner) capacity and expertise to complete this project as proposed. Describe who will be managing the project, doing the work, completing reports, etc. 1000 characters max

- 4 Our project is part of our ongoing effort to mitigate wildfire hazards in our community. The Payson Fire Dept. has a track record of completing fuels management programs and has successfully treated 270 acres in the past six years. (Please see the attached color-coded map.) Additionally, since 2001 we have managed multiple SFA grants as the lead partner in the Regional Payson Area Project (RPAP) and have initiated and provided considerable support for the Rim Country CWPP. We also provided the impetus, planning, and major funding for the Payson Fuel Break project. We're proud of our numerous certified local Firewise communities. We have 4 individuals (including our fire chief, a captain, the administrative asst, and a grants manager) who have worked on similar projects and grants for the past decade. We also have three trained WUI assessors, and we work with 4 local brush removal contractors and 17 individuals who follow Firewise guidelines when carrying out prescribed treatments.

Total Project Budget (by expense type)				
Budget Detail (Provide additional detail in Block #8)	Grant Share (\$ Amount Requested)	Match (contributor breakdown in block #6)		TOTAL
		Dollars	In-Kind	
Administrative Labor:	\$15,689	\$1,854	\$0	\$17,543
Project Labor:	\$180,000	\$20,000	\$0	\$200,000
Fringe Benefits:	\$4,311	\$479	\$0	\$4,790
Project Related Travel:	\$0	\$0	\$0	\$ 0
Non-capital Equipment:	\$0	\$0	\$0	\$ 0
Supplies:	\$0	\$0	\$0	\$ 0
Contractual:	\$0	\$0	\$0	\$ 0
Other:	\$0	\$0	\$0	\$ 0
TOTAL:	\$200,000	\$22,333	\$ 0	\$222,333

Match Breakdown (by Contributor)						
(Applications will be disqualified if sufficient match is not identified; federal dollars DO NOT qualify) Please specify each match contributor and the dollar amount of each contribution. DO NOT show grant requested funds in this table.						
Contributors: (Please specify)	Town of Payson	Property Owners				TOTAL
Dollars (Hard Match):	\$10,333	\$12,000	\$0	\$0	\$0	\$22,333
Volunteers & In-Kind (Soft Match):	\$0	\$0	\$0	\$0	\$0	\$ 0
TOTAL:	\$10,333	\$12,000	\$ 0	\$ 0	\$ 0	\$22,333

Project Collaboration	
All information for the project must fit into the allotted character space provided below.	
7	<p>Has this Project or Project Area been identified as a priority by an adjacent National Forest or the Bureau of Land Management? If this project complements a particular project on federal lands – please specify: <small>250 characters max</small> This project area is located in the Payson Ranger District of Tonto National Forest, which is identified as a National Forest Priority in the application guidance document.</p>
	<p>If you are collaborating with an adjacent National Forest or the Bureau of Land Management (BLM), who is your primary contact: <small>50 characters max</small> Jeremy Plain, FMO Payson Ranger District</p>
	<p>Provide an overview of the collaboration with others in the planning of this project. Also specify the private, local, tribal, county, state, federal and/or non-governmental organizations that will contribute to or participate in the completion of this project. Describe briefly the contributions each partner will make (i.e. – donating time/equipment, funding, etc.) Letters of support are encouraged. <small>450 characters max</small> Our partners in this project include the fire districts of Round Valley/Oxbow and East Verde Park, the Regional Payson Area Project (RPAP), Gila County, the Tonto Apache Tribe and Tonto National Forest. Letters of support are included from the Payson Ranger District of the USFS and the Rim Golf Club Community. Local FireWise communities and fire districts will continue to promote our project to homeowners, who can then benefit from our grant.</p>

Scope of Work

All information for the project must fit into the allotted character space provided below.

Provide a brief scope of work which clearly describes how grant funds will be spent. (This should be more specific than the Project Overview.) Break out by task and tie into total project budget (Box 5). Include any additional information regarding special budget detail in this section. 4000 characters max

This grant will remove hazardous fuels to mitigate urban interface fires in the Payson area. The scope of work for this project has been divided into three primary components, all aimed to decrease the risk of catastrophic fire, to limit its threat to public and firefighter safety, and to reduce damage to property. The total cost of this two-year project is \$222,333, of which 90% (or \$200,000) is being requested from grant funds. The cost breakdown is as follows:

\$180,000 of the project labor is for direct property treatment, which will create defensible space on 20 acres of Town property and 40 acres adjacent to homes and structures over the life of the project. The 20 acres of Town property includes eight parcels of greenbelts within and adjacent to Town parks and well sites, and will allow the Town to remove fuels while also publicly modeling Firewise concepts. Treatment of the 40 acres of private property will be open to all properties within our designated boundaries (see map). In these cases, property owners will pay a qualified contractor to treat the land and will be then be reimbursed for 90% of the cost as long as they comply with project criteria and provide required documentation. Priority will be given to existing Firewise Communities as well as potential FWUSA communities in our response area. GPS coordinates will be recorded for work completed.

8 \$20,000 (\$10,000 per yr.) of the project labor is designated for vegetation pit support. We have two brush pits that operate from 8 a.m. to 5 p.m. every Saturday and Sunday (weather permitting). Some pit operations are supported by volunteer labor and equipment, but some we also pay for some workers, plus supervision and coordination of volunteers, logistics, and opening/closing the pits requires 8 hours per week, per pit, for a total of 16 hours per week (\$18.77/hour). Depending on weather conditions and the type of vegetation and acres treated, we estimate that the pits will operate 34 weeks annually and will include 1,088 hours over the two-year grant, which will treat 40 acres of fuel reduction during the life of the project.

The project scope also includes \$22,333 (\$11,166.50 per year) to pay for a total of 645 hours of staff time to conduct grant activities such as property assessments and inspections, plus tracking, documentation, and verification of treated acreage. The designated personnel includes two captains, the PFD administrative assistant, and the fire chief. This budget item includes straight time for the administrative assistant (200 hours) and the fire chief (45 hours), plus 200 hours of overtime each for two captains, who will work with property owners one-on-one, and will oversee the treatment of Town property. Both captains are trained and experienced with fuel abatement assessments and with previous grants. The overtime pay rate for the captains is unavoidable, since we cannot safely or reasonably allow them to be out on an assessment during regular shift hours. The involvement of individual property owners is crucial to our success, but it is very time intensive to do so. Any surplus of funds in this line item would be spent on property owner assistance.

9	Project Timeline All information for the project must fit into the allotted character space provided below.
	<p>Provide a <u>timeline</u> for the entire project. Include milestones; begin/end dates, planned quarterly accomplishments, etc. <small>900 characters max</small></p> <p>Treatment of the 20 acres of Town property will begin within 90 days of grant award. Approximately five acres will be treated per quarter thereafter, with treatment completion occurring 16 months after grant award.</p> <p>Facilitation of property owner fuel reduction around homes and structures will commence within 90 days of grant award, with a goal of a minimum of five acres to be treated each quarter thereafter for a total of 20 acres per year and 40 acres during the two-year grant period.</p> <p>Support for local vegetation brush disposal pits shall commence within 90 days of the grant award, with 136 hours of pit coordination supervision operation to be funded each quarter thereafter, which will result in 60 acres of fuel reduction during the life of the project.</p>

10	Community Wildfire Protection Plan
	<p>Is this Project within an approved CWPP which follows the Healthy Forest Restoration Act guidelines: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> In Development</p>
	<p>If CWPP "In development" – please describe the status and expected completion date: <small>100 characters max</small></p>
	<p>CWPP Name: Rim Country CWPP</p>
	<p>Is the project area identified as a priority within the CWPP: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>If yes, please explain (attach brief/relevant CWPP maps or documentation that identifies this project): <small>250 characters max</small> The Town of Payson and three other communities affected by this project are all listed as high priorities in the CWPP. Please refer to the attached pages (10-12 and 30-33) extracted from the CWPP.</p>	

11	Project Longevity / Maintenance
	<p>Clearly explain how this project will remain effective over time without additional grant support. <small>450 characters max</small></p> <p>As part of our Property Owner Agreement forms, all property owners are required to maintain the condition of the property for 10 years as a condition of receiving grant funds. The Town land will be maintained by town personnel in the Parks Department and Water Department, who oversee the areas to be treated.</p>

Permitted Attachments:

Check all that apply

- Project Maps** (Maximum of 5 pages – 8 ½ x 11)
- CWPP Priority Documentation** (Maximum of 5 pages 8 ½ x 11)
- Letters of Support** (Maximum of 5)

ATTACHMENT B
(Cover Sheet)

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

NARRATIVE WFHF Grant 15-203

We would like to do 22.5 acres with the moneys assigned to us; the Town of Payson owns all 22.5 acres. We will work to bring all the properties into a Fire Wise (FW) concept and hope to show what we will be expecting from anyone who is going to take part of this grant project's money.

We will be doing a 50/50 up to a 60/40 clearing of all property that is assisted by our Fuels manager. Licensed and bonded companies who are trained in fire wise will do all property. This will ensure that the properties are FW treated, and that we will tile the area so that we will not have erosion with the AZ rains. We will remove ladder fuels as well as ground and aerial fuels to slow the progress of fire. We will reduce the amount of trees per acre and break up the canopy. The plan is to retain only the healthiest of the species. The contractors will be required to remove all slash piles as part of the bid award. It is estimated that these properties will cost more than average due to terrain and the need to hand remove slash from properties. Any remaining funds will be submitted to State Forestry for a grant modification to include newly identified acres.

Procurement/Contracting

We will be using only contractors that are licensed and bonded, and FW qualified. The department will oversee these contractors and if needed train those to follow the grant and its needs (FW) that will be asked by the TOP fire department.

The Town of Payson's procurement policies will be followed to award the lowest qualified bidder.

Timeline

Payson Fire intends to begin work by the end of December 2015 and finish work by September 30, 2016. Grant start is dependent on initiation of agreement.

Project: Payson Fire WFHF 15-203

Total Project Budget (by expense type)				
Budget Detail	Grant Share (\$ Amount Requested)	Match		TOTAL
		Dollars	In-Kind	
Administrative Labor:	\$725	\$81	\$0	\$ 806
Project Labor:	\$0	\$0	\$0	\$ 0
Fringe Benefits:	\$0	\$0	\$0	\$ 0
Travel:	\$0	\$0	\$0	\$ 0
Equipment:	\$0	\$0	\$0	\$ 0
Supplies:	\$0	\$0	\$0	\$ 0
Contractual:	\$70,875	\$7,875	\$0	\$78,750
Other:	\$0	\$0	\$0	\$ 0
TOTAL:	\$71,600	\$7,956	\$ 0	\$79,556

Budget Narrative	
<p>Provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match (add additional pages if needed).</p> <p>Administrative Labor: Cost of staff to prepare grant reports, plan program, and over see program. The costs are detailed as:</p> <p>An assessor to make initial contact and assesment of each property and reassess after treatment. Estimated 1.5 hours per visit or 3 hours per project site. Employee may complete work on overtime as his normal duties are on a fire truck and cannot be taken out of service to complete this project. Fully loaded cost per overtime hour for employee is \$39.65. Equation: $39.65 \times 3 \text{ hours} \times 4 \text{ properties} = \\476 total; \$428 grant funded and \$48 Town funded.</p> <p>Additionally administrative staff time to collect paperwork, complete grant paperwork and submit same. Estimated each project will require two (2) hours of time per site. Fully loaded stratight time labor cost is \$18.65 per hour. Equation $18.65 \times 2 \text{ hours} \times 4 \text{ sites} = \\149; Grant funded \$134, Town funds \$15.</p> <p>Management oversight by Fire Chief estimated to be one (1) hour per project site at a rate of pay of \$45.00. Equation $45.00 \times 1 \text{ hour} \times 4 \text{ project} = \\180; Grant funded \$162, Town funded \$18.</p> <p>Total Aministrative Labor is \$805 (476+149+180). Grant funds = \$725, Town = \$81</p> <p>Contract Labor: Using a contractor to treat and remove slash from properties. 22.5 acres at estimated \$3,500 per acre. $3,500 \times 22.5 = \\$78,750$. Grant expense \$70,875, Town cost \$7,875.</p>	



Town of Payson Fire Department
David Staub, Fire Chief
400 W. Main Street Payson, Arizona 85541
Business / Fire Prevention (928) 474-5242 ext.9
Fax (928) 474-0925
TDD (Town of Payson) (928) 474-6449
E-mail dstaub@paysonaz.gov

December 17, 2015

Mr. Josh Hudson.

We are submitting an outline of the 22.5 acres of Town property to be firewised with the grant funds.

1. 10 acres at 1000 E Tyler Parkway
2. 9 acres at Rumsey Park, 400, 500, 504 N. McLane Rd
3. 1.5 acres at 1614 N. McLane Rd
4. 2 acres at 1100 N. Falcon Crest Dr.

Attached is the map that goes along with this letter.

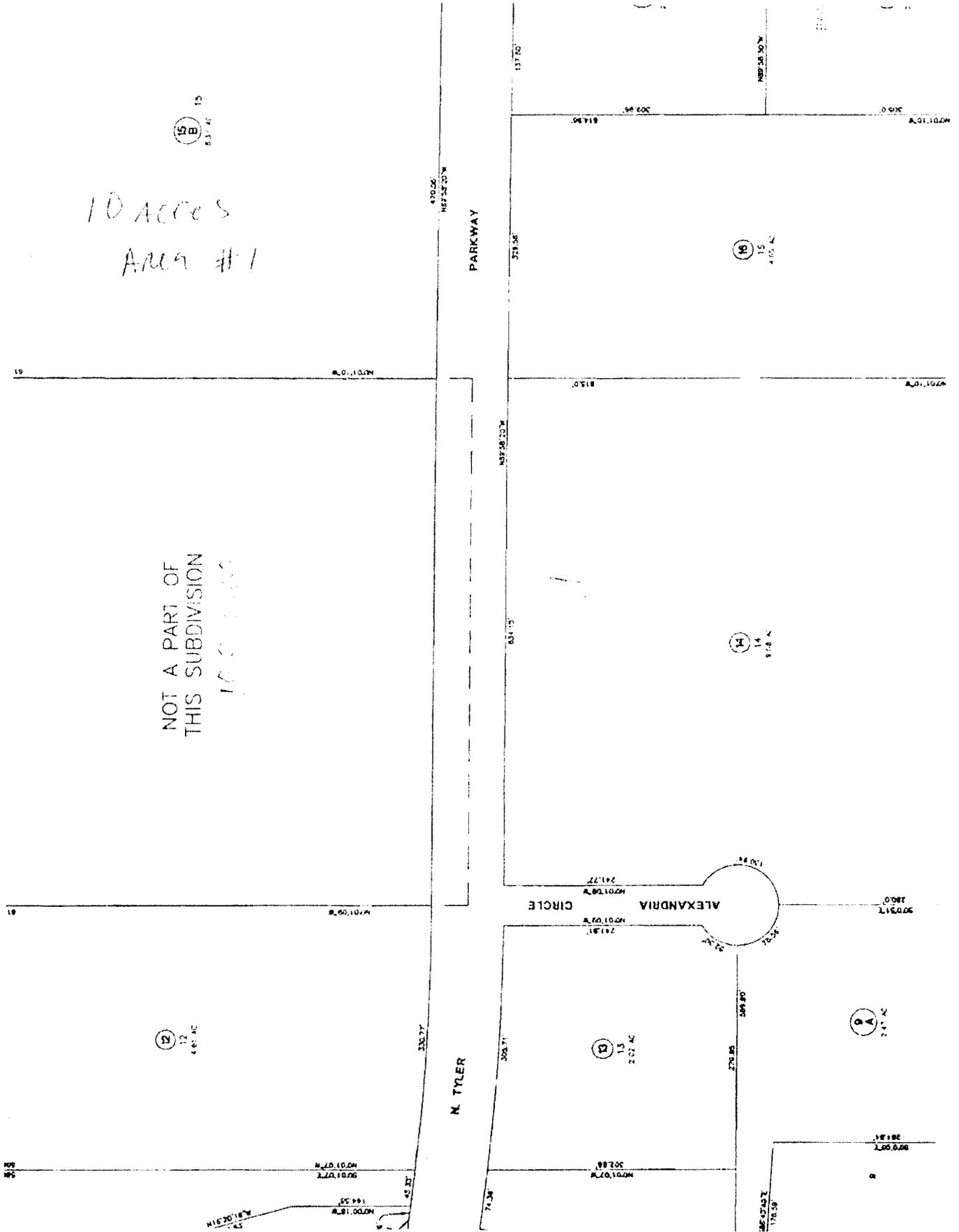
Regards,

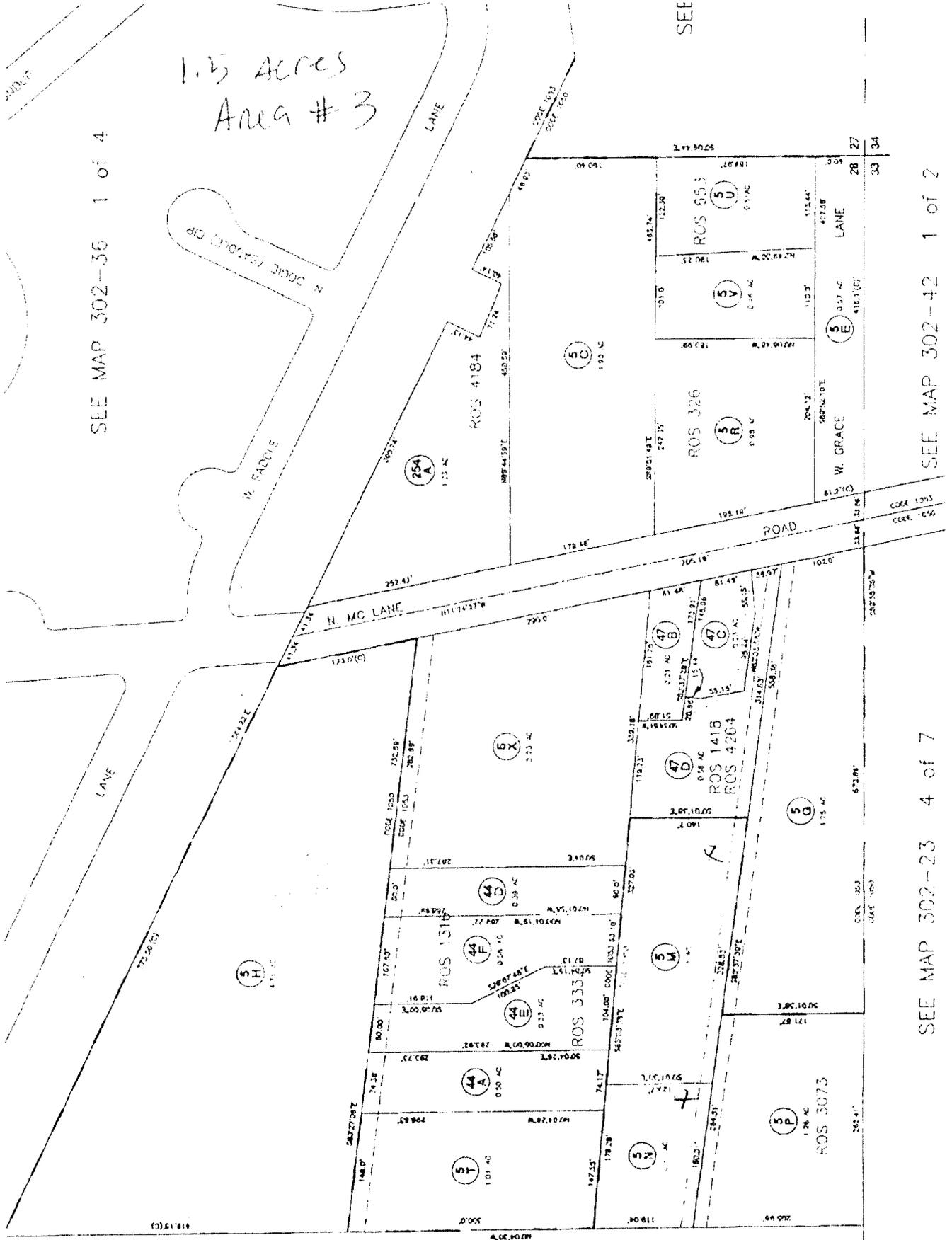
David Staub
Payson Fire Chief
400 W. Main St.
Payson, AZ. 85547

10 acres
Area #1

NOT A PART OF
THIS SUBDIVISION

10 acres





SEE MAP 302-36 1 of 4

1.5 ACRES
Area # 3

SEE

SEE MAP 302-42 1 of 2

SEE MAP 302-23 4 of 7

418.15(C)

4.00 P.000

119.04

265.04

502.04

502.04

502.04

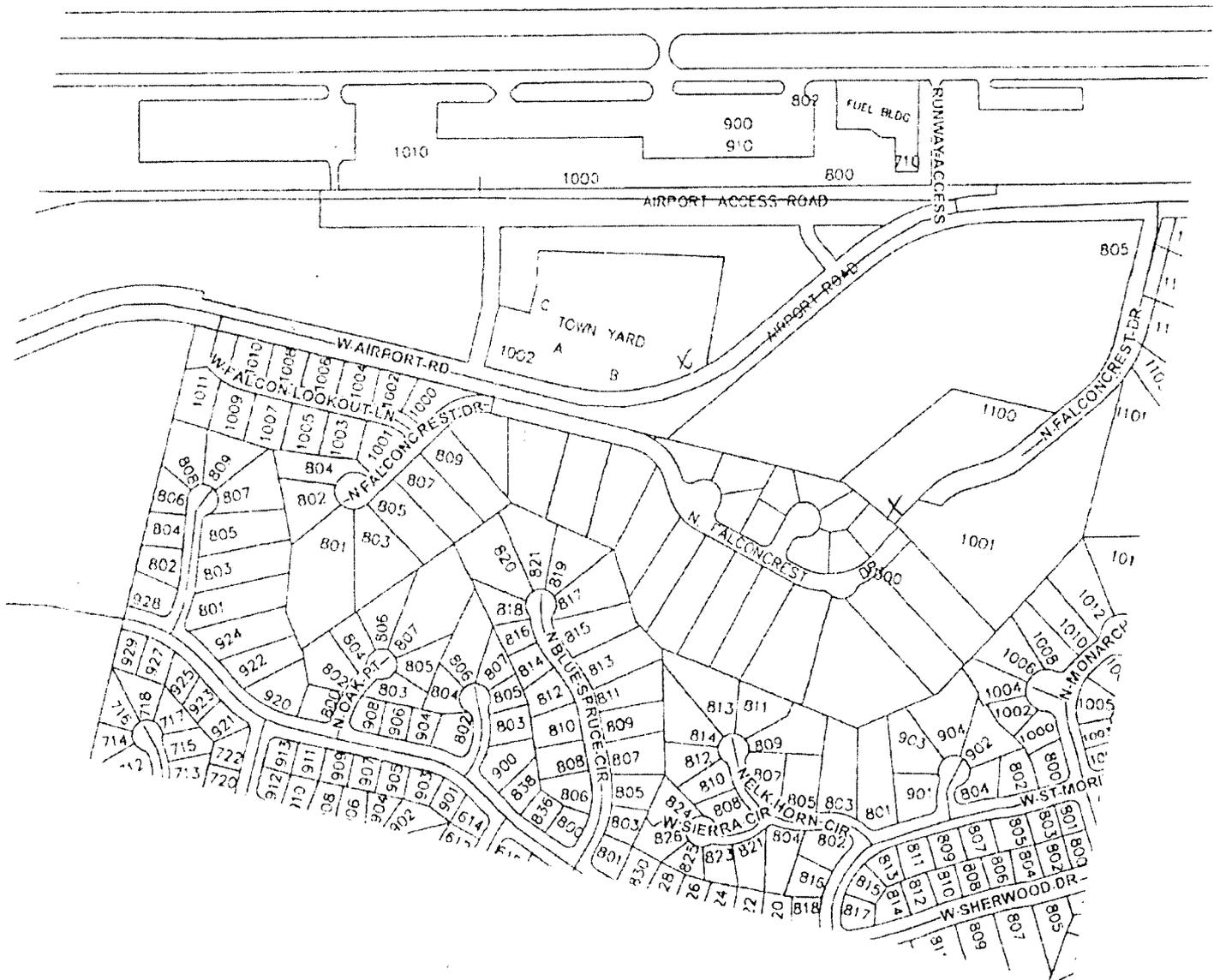
502.04

ADJACENT

LANE

2 acres
Area # 4

5129.19



ATTACHMENT C

General Provisions

COVENANT AGAINST CONTINGENT FEES

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

MODIFICATIONS

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

EXTENSIONS

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

RESPONSIBILITY FOR CLAIMS AND LIABILITIES

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

RETENTION OF RECORDS

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

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

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

ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

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

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

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

FREEDOM OF INFORMATION ACT

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

MEMBERS OF U.S. CONGRESS

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

TERMINATION FOR CONVENIENCE

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

TERMINATION BY MUTUAL AGREEMENT

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

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

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

CANCELLATION FOR CONFLICT OF INTEREST

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

FEDERAL IMMIGRATION AND NATIONALITY ACT

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

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

ARBITRATION

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

ANTITRUST VIOLATIONS

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

SUSPENSION OR DEBARMENT

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

CONTRACTS AND SUBAWARDS TO DEBARRED AND SUSPENDED PARTIES

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

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

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

TITLE VI of CIVIL RIGHTS ACT of 1964

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

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

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

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

PUBLICATION REQUIREMENTS

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

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

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

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

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

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

REPORTING OF SUBRECIPIENT EXECUTIVES

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

1. in the sub-grantee's preceding fiscal year, the sub-grantee received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

TRAFFICKING IN PERSONS.

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

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

1. You as the Recipient, your employees, subrecipients under this award, and subrecipients' employees may not-
 - (i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procure a commercial sex act during the period of time that the award is in effect; or
 - (iii) Use forced labor in the performance of the award or subawards under the award.
2. This award may be unilaterally terminated, without penalty, if you or a subrecipient that is a private entity -
 - (i) Is determined to have violated a prohibition in paragraph A.1 of this award term; or
 - (ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either-

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

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

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

C. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:
 - (1) Implements section 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 federally funded and are based on reimbursement for actual costs incurred. Sub-grantees are typically required to provide a portion of the total project cost as MATCH contribution to show local investment in the project or program. Match investment must not originate from a federal source and cannot be used as a match for any other federal cost-share program. Specific match amount is identified in each grant agreement. All costs and match should conform to the approved project plan and budget contained in the grant agreement – and all reimbursements are subject to Arizona State Forestry approval. All project expenses must meet the applicable Cost Principles (2CFR200, subpart E)

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

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

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

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

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

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

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

Labor- may include paid staff, contracted labor, or documented reimbursement from Sub-grantee to others for services. Related expenses such as employee benefits or required travel costs are also eligible if properly documented.

- All staff labor hours must be accompanied by an employee time sheet detailing the hours worked on the grant project. The time sheet must clearly have the State grant ID number, an employee signature, and the dates work hours were contributed towards the grant. A supervisor's approval signature should also be included. Note, for auditing purposes, an auditor will most likely want to see all hours worked in addition to those charged to the grant.

- Required documentation can include payment receipts, timesheets, payroll records, job sheets, cancelled checks, or signed letters detailing paid staff time, dates, and services or work provided.

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

ELIGIBLE MATCH – All grants require some level of MATCH investment from the Sub-grantee organization. Matching investment may only be included if goods or services are provided or paid for during the term of the agreement and are necessary for the completion of the project. The matching investment may be in the form of cash and/or in-kind contributions. The Sub-grantee share (match) cannot originate from a federal source and must not be used as a match for any other federal cost-share program. As with reimbursable costs, eligible match expenses only include those that are reasonable and necessary for the completion of the grant-funded program or project and must meet the applicable Cost Principles (2CFR200, subpart E)

Matching investments will not be directly reimbursed.

Examples of possible match include:

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

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

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

- An in-kind contribution of goods or services from another business or organization may be counted as community match with proper documentation. This typically consists of a letter on the donating organization's letterhead, signed by the proper person and showing the amount and type of donation. Property or use thereof shall be assigned a fair market value per applicable Cost Principles and should include a letter of documentation from the donating party.

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

- Required documentation for volunteers will include signed time logs sign-in sheets with volunteer name, date, time, place, and type of volunteer service provided. Volunteer time may be valued at the local market rate for equivalent work (children at minimum wage). Hourly rates exceeding \$20 per hour will require specific support documentation for justification and approval. If you use consultants, forestry professionals, planners, etc., who donate their professional services, appropriate hourly rates may be documented in a letter from the individual or their organization.

ATTACHMENT E

Quarterly Performance Report

Year: _____

Quarter ending (circle one): Mar 31 June 30 Sept 30 Dec 31

Project Name: _____ Grant No: _____

Sub-grantee Name & Address: _____

Name of Person Filing This Report: _____

(Attach additional pages as needed)

Narrative Report: (List activity for this quarter. Include appropriate comments regarding expenditures for employees or equipment, volunteers, donated time or materials etc.)

Project Objectives Accomplishment: (During this reporting period, what progress has been made toward meeting the project objectives stated in the Detailed Project Plan?)

- 1)
- 2)
- 3)

Measurement Criteria: (What is the success in meeting the overall measurement criteria stated in the Detailed Project Plan?) Please provide cumulative numbers for key criteria, such as acres completed, trees planted, educational program completed, etc.

List key project objectives and current overall status:

- 1)
- 2)
- 3)



Arizona State Forestry Grant Reimbursement Form

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

Grant Number: _____
 Organization Name: _____
 Total Grant Amount: \$0.00 Total Match Required: \$0.00
 Grant Expiration/End Date: _____ (Grant \$ + Match \$ = Total Project Cost)

Previous Project Totals (Sum of all previous reimbursement requests):			
	Reimbursable Costs	Match	Total
	0.00	0.00	0.00

This Reimbursement Period:			
Item	Reimbursable Costs	Match	Total
Administration	0.00	0.00	0.00
Personnel	0.00	0.00	0.00
Contracted Services	0.00	0.00	0.00
Supplies	0.00	0.00	0.00
Other	0.00	0.00	0.00
Other	0.00	0.00	0.00
Other	0.00	0.00	0.00
Volunteer time	N/A	0.00	0.00
In-Kind Contributions	N/A	0.00	0.00
Total:	0.00	0.00	0.00

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 grant requirements are met.)

 Authorized Signature Title Date

SIGNATURE LINE STATEMENT (Required for Processing)

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

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

NOTE: Reimbursements may take 60-90 days

U.S. DEPARTMENT OF AGRICULTURE

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) 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.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side 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 and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person 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 rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transaction 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 Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

USDA Department of Agriculture
Forest Service

LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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, an officer or employee of Congress, or an employee of 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.

Organization Name

Name of Authorized Official

Signature

Date

