

Arizona State Forestry Grant Agreement No. WFHF 15-202
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”), **City of Flagstaff – Fire Department (DUNS #08-830-2625)**, pursuant to the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, as amended; Food, Agriculture, Conservation, and Trade Act of 1990, as amended, Public Law 101-624.

I. PURPOSE OF AGREEMENT

State Forestry is a primary recipient of grant funds provided by the USDA Forest Service to assist in the advancement of forest resources management; forest insect and disease management, urban and community forestry, development and transfer of new and improved fire control technologies, organization of shared fire suppression resources, forestry resources planning, conservation of forest land, and achievement of a number of other goals for the use and protection of forest lands. This agreement is a sub-award of those federal grant funds authorized under Arizona Revised Statute 37-622.

Subaward of Federal Award # **15DG-11031600-080**, dated **08/06/2015**
The Catalog of Federal Domestic Assistance (CDFA) 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 **December 31, 2017** 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 \$135,000.00**

Only costs for those project activities approved in (1) the initial award, or (2) approved modifications thereto, are allowable. All payments are contingent upon the availability of funds and reimbursement by the United States Department of Agriculture, Forest Service.

Reimbursement payments will be made to the Sub-grantee 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 Fiscal Contact:

Paul Summerfelt
Wildland Fire Management Officer
211 West Aspen Ave
Flagstaff, AZ 86001
(928) 213-2500
PSummerfelt@flagstaffaz.gov

Principal Arizona State Forestry Contact:

Robert Elliott
Grants Specialist
1110 West Washington Suite 100
Phoenix, AZ 85007
(602) 826-6803
robertelliott@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>
<u>Glen Buettner</u> Program Coordinator Arizona State Forestry 1110 West Washington, Suite 100 Phoenix, AZ 85007 (602) 771-1410 glenbuettner@azsf.gov	<u>Paul Summerfelt</u> Wildland Fire Management Officer City of Flagstaff – Fire Department 211 West Aspen Ave Flagstaff, AZ 86001 (928) 213-2500 PSummerfelt@flagstaffaz.gov

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 1110 West Washington, Suite 100 Phoenix, AZ 85007</p>	<p><u>ACCEPTED BY SUB-GRANTEE</u></p> <p>City of Flagstaff – Fire Department 211 West Aspen Ave Flagstaff, AZ 86001</p>
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Signature

Arizona State Forester

Date: _____

Date: _____

Signature

Print or Type Name

Date: _____

ATTACHMENT A

**Project Application
(Cover Sheet)**

FOR OFFICIAL USE ONLYGrant Dollars Requested: **\$135,000**Proposed Matching Share: **\$15,000**Total Project: **\$150,000****2015 Arizona Wildland Fire
Hazardous Fuels Project Application**

Applicant Information	
Applicant / Organization:	City of Flagstaff Fire Department
Organization Type:	Municipal government DUNS#:88302625
Contact Person:	Paul Summerfelt
Address:	211 W. Aspen
City/Zip Code:	Flagstaff AZ 86001
Phone (Work/Cell):	928-213-2509
Email:	psummerfelt@flagstaffaz.gov
Fax:	928-213-2599

Project Summary	
PROJECT NAME:	Observatory Mesa Forest Protection
County:	Coconino Congressional District: 1
Latitude (decimal degrees):	35.1547 N Longitude (decimal degrees): 111.6747 W
Number of Communities directly affected by this project: 1	
Community Names:	City of Flagstaff (Neighborhoods include Westridge, Northridge, Coconino Estates, Kinlani Dorm, Rockridge, and Kittridge)
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 checked="" type="checkbox"/> Yes <input 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> City of Flagstaff Open Space (purchased in 2013)	
Number of acres to be treated: 200	Estimated cost
Number of residences affected: 1,000	per acre (including match): \$800
Is this project adjacent to a National Forest or BLM Lands? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes – please describe: Coconino National Forest - Flagstaff Ranger District	
Which of the communities affected by this project are on Arizona's Communities-At-Risk list? Flagstaff	
Which of the communities affected by this project are currently FIREWISE USA recognized? Several neighborhoods in the City of Flagstaff: (Flagstaff & Greater Flagstaff Forests Partnership also designated a Learning Hub by the Fire Adapted Communities program)	

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

3 The City's Observatory Mesa Open Space is a highly vulnerable, heavily stocked ponderosa pine forest, with interlocking canopies and a density range of between 120-200+ Basal Area/acre. Located on the western edge of the City, and overlooking at-risk neighborhoods which are immediately next to the Open Space area or within easy ember transport distance, the predominate wind direction and historical fire spread would move a fire from the Open Space area into adjacent residential areas quickly. (We experience a minimum of 30 critical fire weather days each year: defined as Relative Humidity below 5%, ground winds in excess of 20 mph, and temperatures in excess of 80 degrees). We've been engaged with hazardous fuel work in these adjacent neighborhoods for several years, and continue to partner with these property owners. Several schools, scattered businesses, a City Park, Lowell Observatory, the Museum of Northern AZ, one church, and the Flagstaff Medical Center and associated medical facilities are all within the zone of concern. The Observatory Mesa Open Space is also part of the Flagstaff Watershed Protection Project area, and extremely popular with recreationists which generates an elevated fire threat.

Funds would permit 200 acres of hazardous fuel mitigation work to occur within the Open Space area. The completed area would average no more than 80 Basal Area/acre, with openings and tree groups/clumps interspersed throughout. Forest treatment activity in the general Flagstaff area (selective thinning and debris disposal) averages \$750/acre. TOTAL Project Cost: {200 acres x \$750/acre} = \$150,000, with the City fully prepared to meet the 10% match requirement (\$15,000).

NOTE: Although not part of this request, the City also intends to conduct on-going and periodic broadcast burns throughout the treated area to replicate natural, low-intensity fire in the area and thus extend the effectiveness of the grant-funded treatment.

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 The City's Wildland Fire Management Division will manage all aspect of this award. Our focus is on achieving all three aspects of the National Cohesive Strategy – Landscapes, Communities, and Response. Established in 1997, we have successfully managed over \$2M in grants and contracts, and have a proven track record of completing hazard fuel mitigation work within the area. Our Community Wildfire Protection Plan is science-based and socially-supported (adopted in 2005, revised in 2012). We manage an innovative Wildland Urban Interface Code, adopted in 2008, employ a full-time staff of four professional foresters, employ a seasonal work force of 10, and, since 2001, have benefitted from over 24,000 hours of volunteer labor by community members. We helped form, and remain engaged with the Greater Flagstaff Forests Partnership, are an active participant with the Four Forests Restoration Initiative, and also manage the \$10M voter-approved Flagstaff Watershed Protection Project.

Total Project Budget (by expense type)					
5	Budget Detail (Provide additional detail in Block #8)	Grant Share (\$ Amount Requested)	Match (contributor breakdown in block #6)		TOTAL
			Dollars	In-Kind	
	Administrative Labor:	\$0	\$0	\$0	\$ 0
	Project Labor:	\$8,210	\$15,000	\$0	\$23,210
	Fringe Benefits:	\$0	\$0	\$0	\$ 0
	Project Related Travel:	\$0	\$0	\$0	\$ 0
	Non-capital Equipment:	\$0	\$0	\$0	\$ 0
	Supplies:	\$5,000	\$0	\$0	\$5,000
	Contractual:	\$110,000	\$0	\$0	\$110,000
	Other:	\$11,790	\$0	\$0	\$11,790
	TOTAL:	\$135,000	\$15,000	\$ 0	\$150,000

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.							
6	Contributors: (Please specify)	City				TOTAL	
	Dollars (Hard Match):	\$15,000	\$0	\$0	\$0	\$0	\$15,000
	Volunteers & In-Kind (Soft Match):	\$0	\$0	\$0	\$0	\$0	\$ 0
	TOTAL:	\$15,000	\$ 0	\$ 0	\$ 0	\$ 0	\$15,000

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: 250 characters max Yes. Greater Flagstaff Community Wildfire Protection Plan, Greater Flagstaff Forests Partnership Area-of-Interest, Flagstaff Watershed Protection Project, and Four Forests Restoration Initiative.</p>
	<p>If you are collaborating with an adjacent National Forest or the Bureau of Land Management (BLM), who is your primary contact: 50 characters max Mike Elson, Flagstaff District Ranger</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. 450 characters max The NAU Ecological Restoration Institute, AZ Game & Fish Dept, US Fish & Wildlife Service, AZ State Forestry, Westridge Property Owners Association, and the City’s Open Space Commission have assisted with planning the project. In addition, Greater Flagstaff Forests Partnership has assisted with planning and will also be engaged in monitoring and documenting outcomes. The USFS will include results in the annual CLFRP reporting as well.</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

General resource-management planning and community outreach efforts for the entire Observatory Mesa Open Space area have been underway for the past year as part of our overall program. These efforts will continue in-advance of any grant-funded forest treatments. Once we receive notification of an award from this grant opportunity, Wildland Fire Management (WFM) staff will prepare necessary informational packets, present to the City Council, and obtain the necessary approvals to execute the Grant Agreement (common process with other grant awards).

Grant funds will be spent on selective thinning (ie – tree cutting) and debris disposal activities (pile burning and/or chipping). As shown in Block 5, the intent is that:

- A) Project set-up (boundaries, tree marking, access, etc), contract solicitation, negotiation, award and administration, public outreach (ie – signage, field tours, etc), reporting, issuance of payments, and final debris disposal work will be conducted/coordinated by WFM staff, and
- B) Cutting, wood removal, initial debris disposal (ie – pile creation), and road closure or rehabilitation will be carried out by one-or-more 3rd party contracts. NOTE - working with the City's Purchasing Dept, both local and regional logging/tree service companies will be afforded the opportunity to bid on this project).

8 Cutting operations will follow a written prescriptive guideline (developed with input from entities identified in Block 7), with a post-cutting target of not-to-exceed 80 Basal Area/acre, interspersed with open areas and trees in a clumpy-groupy pattern throughout the area. This mimics historical patterns of ponderosa pine forests in our area, and allows the remaining trees/forest to withstand what otherwise might be damaging fire, as well as other disruptive agents (drought, insects). Ladder fuels will be isolated and/or removed, and important wildlife habitat areas, identified by our partners, will be protected.

Post-cutting debris disposal operations will occur by chipping and hauling and/or piling and burning on-site. Thereafter, broadcast burning operations (not a part of this grant request, and to be funded by future City budgets) will occur on a repeated 7-15 year cycle in order to keep fuels in a managed state, extend the effectiveness and life-cycle of the grant-funded treatment, and provide the ecological beneficial effects of frequent, low-intensity fire.

Throughout the duration of the grant, a Quarterly Report will be prepared that chronicles the story and our status at that moment-in-time: progress made, challenges, remaining deliverables, actions planned, etc. This, along with a Financial Statement requesting reimbursement for applicable expenses incurred in conducting grant funded operations will be developed in cooperation with the City's Finance Dept, and submitted to the State for processing.

NOTE: Block 5 – Other (\$11,790) represents the City's established indirect rate for FY15 (7.86%).

Project Timeline	
All information for the project must fit into the allotted character space provided below.	
9	<p>Provide a <u>timeline</u> for the entire project. Include milestones; begin/end dates, planned quarterly accomplishments, etc. 900 characters max</p> <p>All managed by FFD staff: Summer-Fall 2015 – Finalize general resource-management planning and continue public outreach efforts (separate from, and not part of the grant request); GRANT FUNDS: Winter 2016 – Upon award of the grant, initiate and complete specific project set-up; Spring 2016 – Develop, solicit, and award 3rd party contract(s); Summer 2016 – Initiate cutting operations with 3rd-party contractor(s); Fall-Winter 2016 – Complete 3rd party cutting operations, initial debris disposal operations, and road closure/rehabilitation efforts; Fall 2016 - Winter 2017 – Complete final debris disposal operations, and close-out grant.</p>

Community Wildfire Protection Plan	
10	<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: 100 characters max NA - Already completed</p>
	<p>CWPP Name: Greater Flagstaff Area 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 <u>that identifies this project</u>): 270 characters max The CWPP (2005) and the Update (2012) are found at www.gffp.org. The 200-acre area to be treated with the grant award is within the CWPP’s Analysis Area/WUI Zone, is a HIGH Threat, and proposed treatments are consistent with the CWPP’s recommended guidelines.</p>

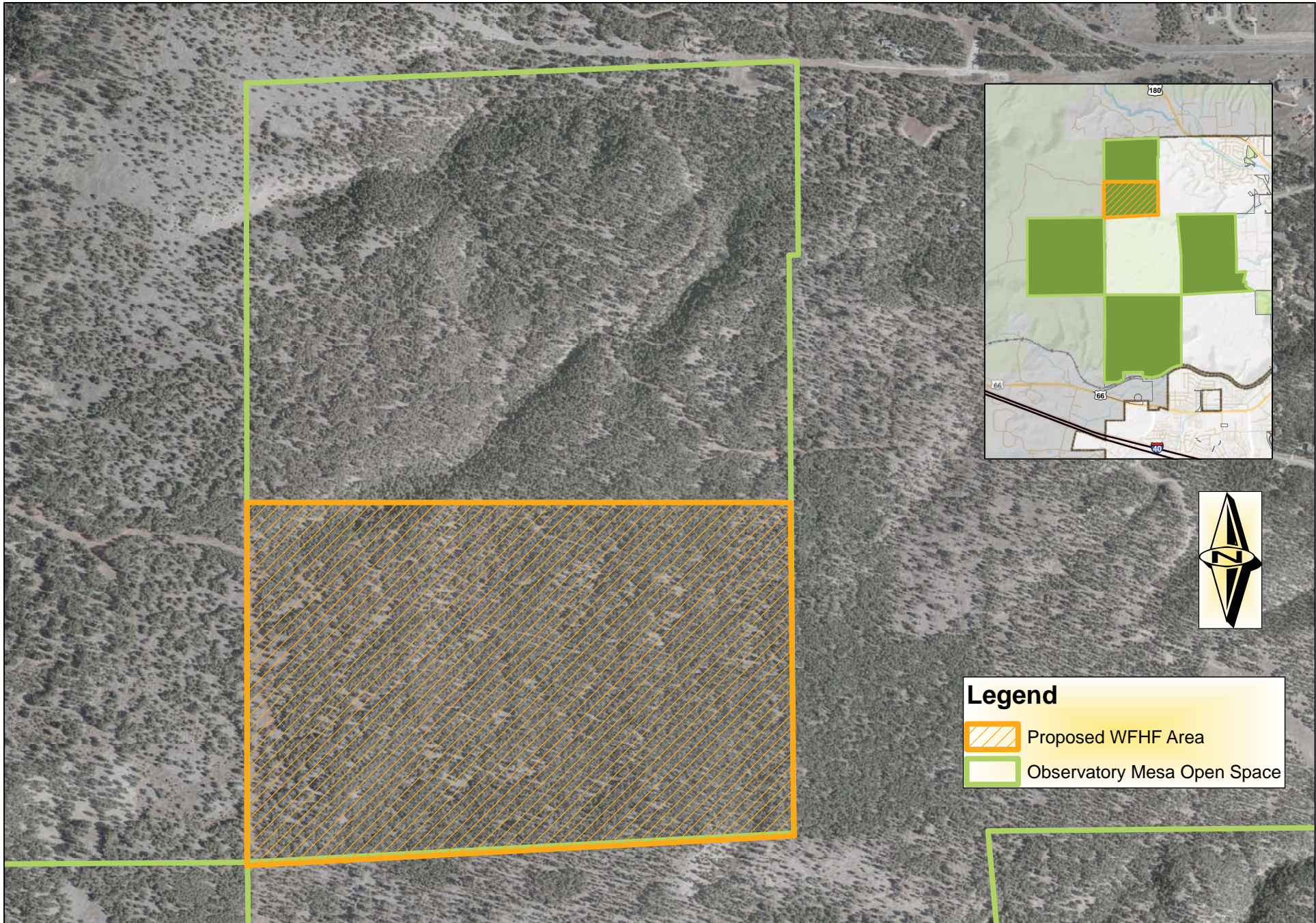
Project Longevity / Maintenance	
11	<p>Clearly explain how this project will remain effective over time without additional grant support. 430 characters max</p> <p>Cutting operations will ensure ladder fuels are removed and long-term continuous-canopy separation. Broadcast burn operations will occur on a repeated and routine basis. On-going outreach efforts, both off-and-on site, will ensure continued community understanding and support. Photo points will be established to document change over time. City funds will be used to undertake efforts beyond the grant funded work.</p>

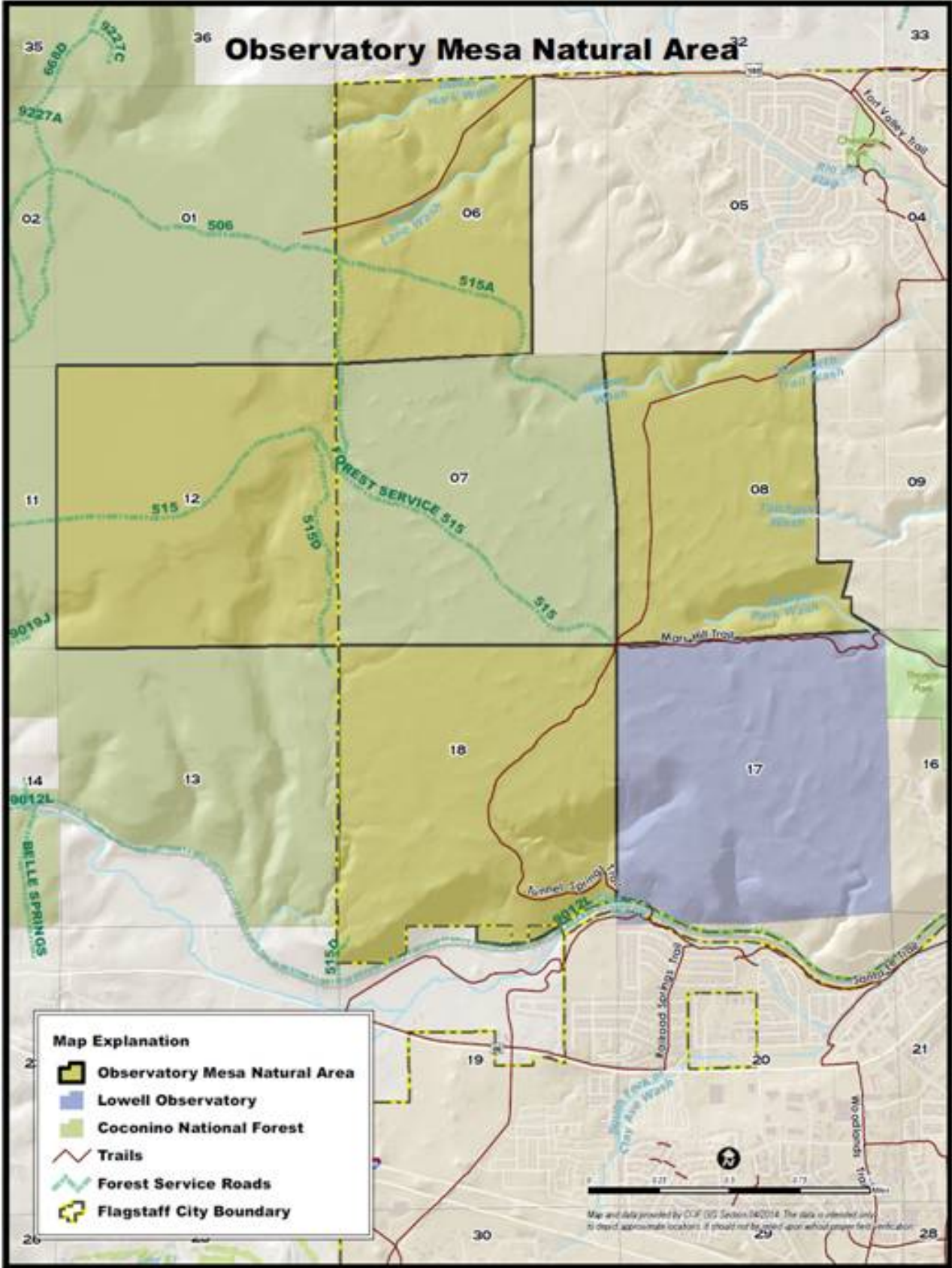
Permitted Attachments:

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)

Section 6 Observatory Mesa Open Space





Greater Flagstaff Area CWPP

City of Flagstaff Fire Dept FY15 WFHF Project

Observatory Mesa Forest Protection

The entire 2,200 acre Observatory Mesa Open Space parcel, including the 200-acre project site identified in this grant request is included in the CWPP as follows:

- 1) Identified within the *Wildland Urban Interface Zone* – P. 17;**
- 2) Included in the State acreage breakout (Table 6 – P. 18) NOTE – at time the Plan was prepared, this entire parcel was owned by the State: it was purchased by the City in 2013;**
- 3) Identified as *Intermediate-High Thin & Burn* for Potential Treatment Type (P.47);**
- 4) Shown as moving FROM (Pre-Treatment) *Passive-Active Fire Behavior* TO (Post-Treatment) *Surface-Passive Fire Behavior* (P. 54).**

The 137-page CWPP contains other information, references, maps, tables, and recommendations which both ascribe Wildfire Threat to the site, and support the proposed treatments.

COMMUNITY WILDFIRE PROTECTION PLAN

*for
Flagstaff and Surrounding Communities
in the Coconino and Kaibab National Forests
of Coconino County, Arizona*

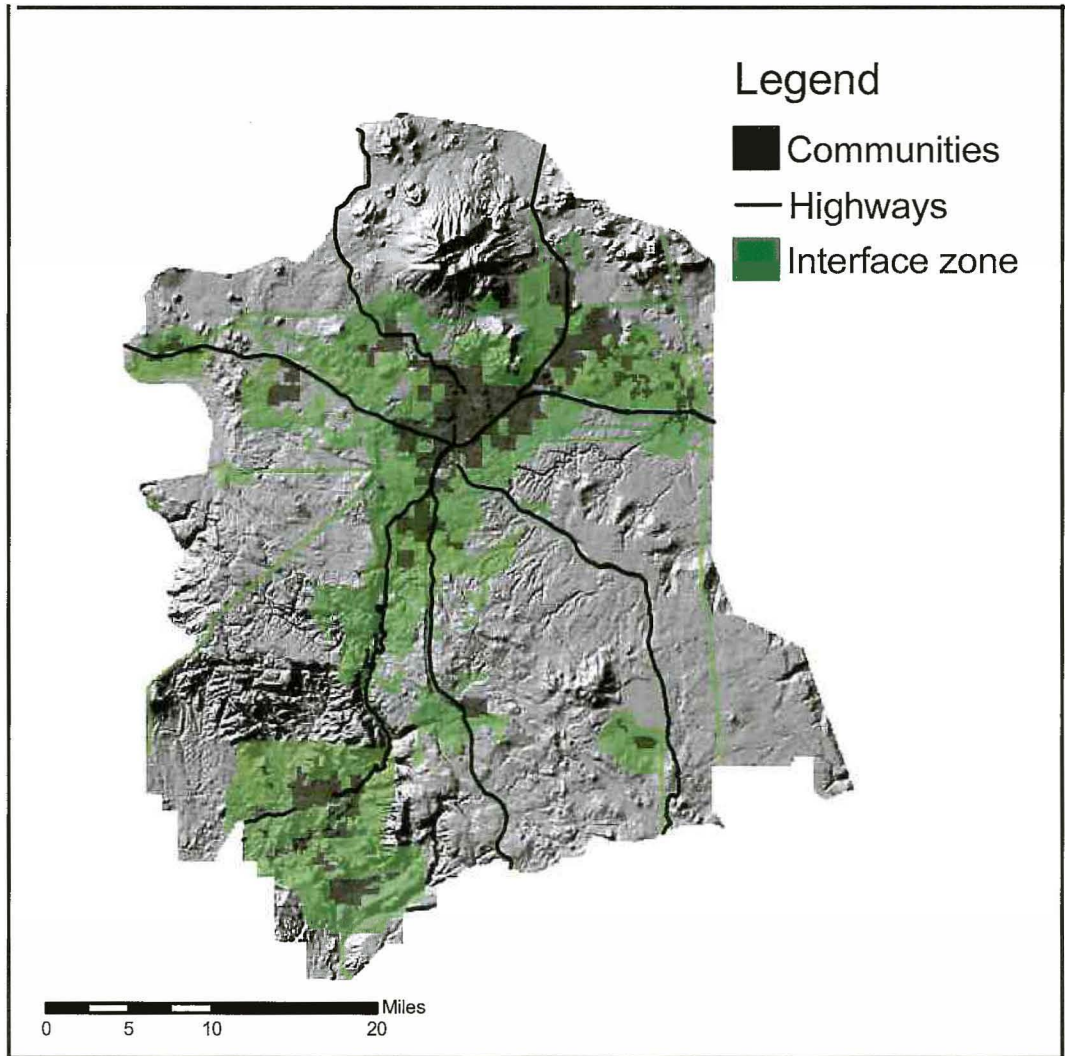
January 2005

A collaborative planning and implementation effort coordinated by:

*Greater Flagstaff Forests Partnership
&
Ponderosa Fire Advisory Council*



MAP 5



CWPP FOR FLAGSTAFF & SURROUNDING COMMUNITIES

WILDLAND/URBAN INTERFACE ZONE

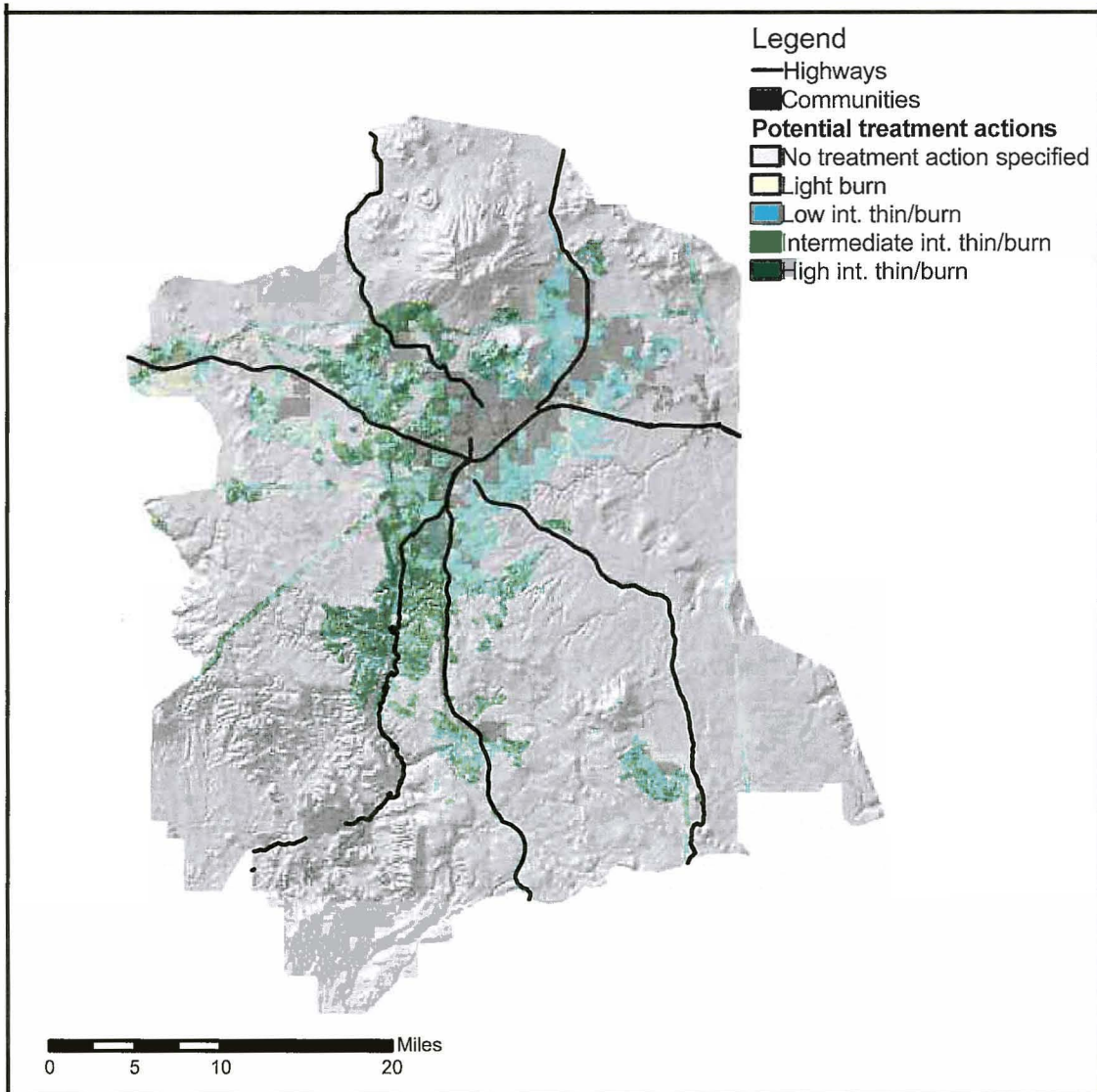
Table 6

Ownership/Jurisdiction – *Wildland/Urban Interface* zone

Ownership/Jurisdiction	Acres	% of Total
Federal:		
Flagstaff Monuments	146	.1%
Coconino National Forest	215,166	76.7%
Kaibab National Forest	8,633	3.1%
State:		
Land Department	15,665	5.6%
Camp Navajo (Division of Military & Emergency Affairs)	8,963	3.0%
Private/Other (includes local government)	32,082	11.5%
TOTAL	280,655	100%

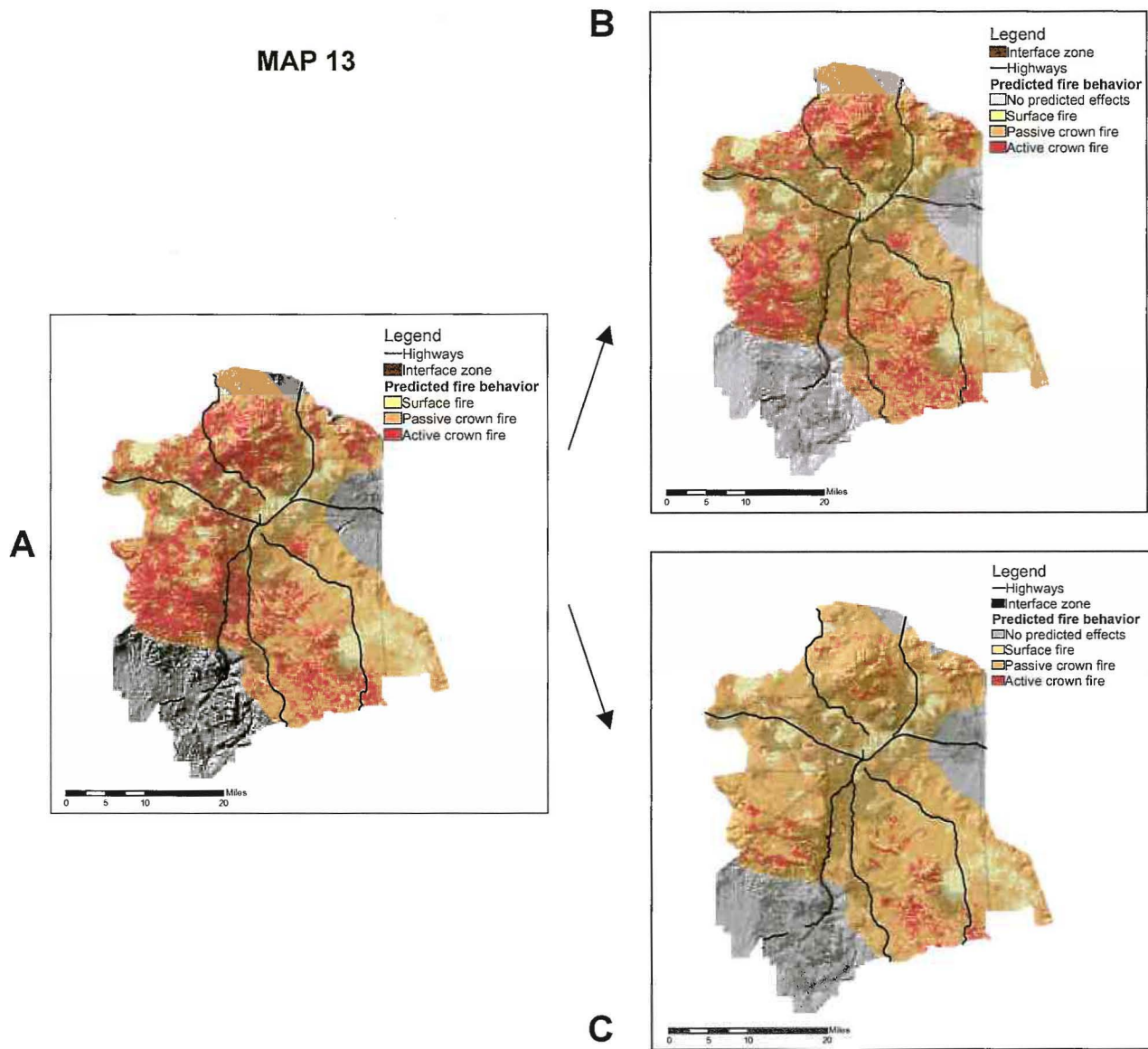
We recognize that several smaller clusters of homes exist outside the identified at-risk communities and designated *Wildland/Urban Interface* zone but within the overall *Analysis Area*. Their exclusion in no way diminishes the need for those owners to undertake appropriate mitigation efforts or cooperative ventures between themselves and the adjacent landowner and/or jurisdictional authority. However, to include every parcel of private land within the *Wildland/Urban Interface* is to enlarge it beyond realistic treatment capabilities.

MAP 11A



CWPP FOR FLAGSTAFF & SURROUNDING COMMUNITIES
WILDLAND/URBAN INTERFACE - POTENTIAL TREATMENT TYPE
(Requires Site-Specific Analysis and Refinement)

MAP 13



CWPP FOR FLAGSTAFF & SURROUNDING COMMUNITIES

COMPARISON OF PRE-TREATMENT AND POST-TREATMENT FIRE BEHAVIOR

Map A shows predicted fire behavior under current conditions. Map B shows predicted fire behavior if all potential treatment actions were to be implemented within the *Wildland/Urban Interface* zone. Map C shows predicted fire behavior if all potential treatment actions were to be implemented within the *Analysis Area*.



FLAGSTAFF FIRE DEPARTMENT

211 W Aspen Avenue
Flagstaff AZ 86001

Phone 928-213-2500
Fax 928-213-2599

17 March 2015

Grants Manager
2015 Arizona WFHF Project Grant Program
1110 West Washington, Suite 100
Phoenix, AZ 85007

SUBJECT: Submittal - WFHF FY15 Grant Application

Dear Sir or Madam:

Attached is the City of Flagstaff Fire Department's application for the FY15 AZ *Wildland Fire Hazardous Fuels* Grant Program. Our total request is \$150,000: Grant funds @ \$135,000 (90%) with a City match @ \$15,000 (10%). The funds will be used to treat 200-acres within the City-owned Observatory Mesa Open Space parcel.

We recognize that wildfire is our #1 fire threat, and have, for the past 18 years, worked diligently to reduce that risk. In so doing, we've achieved great success and enjoy wide-spread community support as demonstrated by the Nov 2012 passage of the \$10 million Flagstaff Watershed Protection Project, with a nearly 74% voter approval.

Funds provided by the WFHF FY15 program will allow us to expand our effort and impact onto untreated lands. In turn, this will serve to expand community protection as well as protect the investment of treatments on adjacent sites (private, city, and federal). Grant funds are extremely important to our effort to protect and restore our forests, thereby ensuring their long-term sustainability. We have demonstrated a professional and credible job managing past awards from a variety of sources, and look forward to doing so again.

Thank you for the opportunity to apply. If you have any questions, do not hesitate to contact me.

Sincerely,

Paul Summerfelt
Wildland Fire Management Officer
(928)-213-2509
psummerfelt@flagstaffaz.gov



March 19, 2015

Mr. Glen Buettner
Grants Program Manager
AZ State Forestry Division
1110 West Washington, Suite 100
Phoenix AZ 85007

Re: Support for City of Flagstaff Fire Dept's 2015 WFHF Grant request

Dear Mr. Buettner,

The Greater Flagstaff Forests Partnership (GFFP) appreciates the opportunity to provide enthusiastic support for City of Flagstaff Fire Department's 2015 WFHF Grant request. As a long-standing GFFP Partner, we have had a successful association of collaborating with Flagstaff Fire Department and look forward to extending this relationship and effort into treatments on Observatory Mesa.

We understand the intent of the grant is to reduce fire risk and realize Observatory Mesa's dense forests are in need of the treatments proposed in the grant's application. We are a strong supporter of the treatments that Flagstaff Fire Department has done in the Flagstaff area, which have proved exceedingly effective in changing fire behavior in treated areas as well as mitigating fire events. In addition, we realize this parcel is part of the collaboratively developed and supported Flagstaff Watershed Protection Project, which has been prioritized for treatment by both the City and the U.S. Forest Service.

We strongly urge your support for this application and we respectfully request this project receive its full allocation.

Sincerely,



Anne Mottek Lucas

GFFP Board of Directors

(928) 310-8102; mottekconsulting@infomagic.net

119 E. Terrace Ave., Suite F

Flagstaff, AZ 86001

admin@gffp.org

www.gffp.org

ATTACHMENT B
(Cover Sheet)

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

SCOPE:

Narrative Overview - Flagstaff sits within the largest continuous ponderosa pine forest in the world. A 2003 report identified Flagstaff as the #1 Wildfire Threatened community within AZ. In 2012, City voters approved a \$10 million bond to plan and conduct forest treatments in two key community watersheds. The *Flagstaff Watershed Protection Project* (FWPP) is designed to treat upwards of 10,000 acres, primarily outside the City but on the Coconino National Forest. The work to be undertaken by this grant directly compliments FWPP, by enlarging the overall treated area.

In late 2013, the City purchased roughly 2,200 acres of State Trust Land as Open Space. Located on Observatory Mesa, the four adjacent parcels are on the west side of town. The vulnerability of wildfire damage for this site is well-known and understood, as is the need to conduct forest treatments to reduce those threats. We take our commitment to protecting our community from wildfire very seriously.

Project Tasks/Components –

- a) **Planning and Oversight:** Paul Summerfelt, Wildland Fire Management Officer (WFM) Division of the Flagstaff Fire Dept (FFD), one other WFM FTE staff, and our winter seasonal crew (5 members) will be responsible for all phases of, to include project boundary marking, stakeholder notification, prescription development, tree marking, temporary road layout, pipeline easement crossing permits, contract solicitation, vendor selection, and contract oversight/invoice approvals, debris disposal (pile burning), and reporting for all grant-funded operations. (NOTE - staff and students from Northern AZ University's School of Forestry and/or Ecological Restoration Institute and members of the Greater Flagstaff Forests Partnership may be engaged in planning and monitoring, but their involvement, if it occurs at all, is outside this grant process.)
- b) **Financial Management:** Stacey Brechler-Knaggs, City of Flagstaff Grants Manager, will coordinate adherence to all grant agreement provisions and all reimbursable invoicing processes.
- c) **Field Treatment Work:** Cutting, processing and transporting/removal of wood products, and debris piling will be accomplished by a single vendor, selected via the City's Procurement process. If there is sufficient non-merchantable woody debris (ie – firewood) remaining on-site following completion of vendor work, volunteers would be utilized to clean-up and remove this material. Pile burning will be completed by FFD crews once it has cured sufficiently to allow for efficient consumption (to be completed NLT Dec 2017).

Outcomes - Specifically, we will complete 200 acres of selective tree thinning and debris disposal. The overall goal is to reduce/eliminate excessive and overly-dense natural fuels, to a basal (BA) over the entire site to a range of 60-80, thereby lowering the risk of future wildfire hazard fuels and insect infestations. To facilitate this work, we will conduct an active and on-going outreach effort toward adjacent neighborhoods and individual stakeholders, all interested in the long-term management of these parcels.

SCHEDULE:

Project Deliverables -

CY	Qtr	Activity	Reporting
2015:	4th	<ul style="list-style-type: none"> • Notify adjacent neighborhoods and interested stakeholders of planned activities. 	<ul style="list-style-type: none"> • Qtr report to ASF
2016	1st	<ul style="list-style-type: none"> • Develop contract solicitation package (RFP). • Develop operational plans, in preparation of the initiation of forest treatments. 	<ul style="list-style-type: none"> • Qtr report to ASF
	2 nd	<ul style="list-style-type: none"> • Notify potential vendors and solicit bids; • Select a vendor; and • Provide project status update and outlook to stakeholders. 	<ul style="list-style-type: none"> • Qtr report to ASF
	3rd	<ul style="list-style-type: none"> • Initiate treatments and continue operations as wx and fire conditions permit; • Monitor on-going & completed work; and • Provide project status update and outlook to stakeholders. 	<ul style="list-style-type: none"> • Qtr report to ASF
	4 th	<ul style="list-style-type: none"> • Complete all vendor cutting, processing, wood removal, and debris piling operations, and • Include area in annual ADEQ Burn Registry (piles) 	<ul style="list-style-type: none"> • Qtr report to ASF
2017	1 st & 2 nd	<ul style="list-style-type: none"> • No fieldwork due to access issues during winter months; and • Provide project status update and outlook to stakeholders. 	<ul style="list-style-type: none"> • Qtr report to ASF
	3 rd	<ul style="list-style-type: none"> • As needed, remove any excess/remaining wood products, and rehab temporary roads; and • Provide project status update and outlook to stakeholders. 	<ul style="list-style-type: none"> • Qtr report to ASF
	4 th	<ul style="list-style-type: none"> • Burn debris piles as weather permits; and • Close-out project. 	<ul style="list-style-type: none"> • Final Report to ASF

Project Support -

Fiscal Year	Qtr	Activity
2016	2nd	• Brief City Council and key cooperators/partners.
	3rd	• Publicize via Dept’s Web Page and Social Media networks.
	4th	• Conduct public field tour; and • Publicize via Dept’s Web Page and Social Media networks.
2017	3rd	• Brief City Council and key cooperators/partners; • Publicize via Dept’s Web Page and Social Media networks; • Engage volunteers where applicable; and • Host field tour of project sites for key partners and community residents
	4th	• Publicize via Dept’s Web Page and Social Media networks.

BUDGET:

Summary - Total project is for \$150,000, with 90% (\$135,000) coming from this grant; the remaining required match (\$15,000) will be provided by a “hard” match from the City as shown below:

TOTAL PROJECT EXPENSES

<u>DETAIL</u>	<u>GRANT \$</u>	<u>MATCH</u>		<u>TOTAL</u>
		<i>Hard \$</i>	<i>In-Kind \$</i>	
Labor	\$9,069.00	\$15,000.00	\$00.00	\$24,069.00
Contractual	\$115,000.00	\$0	\$0	\$115,000.00
Supplies	\$0	\$0	\$0	\$0
In-Direct	\$10,931.00	\$0	\$0	\$10,931.00
TOTAL	\$135,000.00	\$15,000.00	\$00.00	\$150,000.00

Labor – Based on other similar projects in our area, we anticipate *Planning & Oversight* work as detailed above, to include follow-on pile burning, as follows –

Grant - 605 hrs of seasonal crew @ \$15/hr/member = \$9,069.00 (±)

Match- 375 hrs of FTE @ \$40/hr ave (ea) = \$15,000.00

Contractual – Based upon other similar projects in our area, compounded by access issues on the parcel itself, we anticipate a cost of \$550.00/acre to cut, process, remove wood, pile debris, and rehab temporary roads.

Supplies – None.

Indirect – For Financial management/oversight: See attached spreadsheet showing calculation. (7.86% City FY15 Indirect Rate (FY15 was when grant application was submitted).

MATCH SOURCES

<u>Who</u>	<u>City*</u>	<u>Others</u>	<u>TOTAL</u>
Hard \$	\$ 15,000.00	\$ 0.00	\$ 15,000.00
Soft (In-Kind) \$	\$ 00.00	\$ 00.00	\$ 00.00
TOTAL	\$ 15,000.00	\$ 00.00	\$ 15,000.00

* City WFM FTE staff as detailed above

CONCLUSION: Completion of the forest treatments detailed in this plan will reduce the threat of future wildfire damage, improve forest health, boost our FireWise program, protect key infrastructure, neighborhoods, and natural resources, and enhance collaborative efforts with our many partners.

For more information on our program, visit www.flagstaffaz.gov/wildlandfire

For more information on the FWPP, visit www.flagstaffwatershedprotection.org

Project: Observatory Mesa Forest Protection

Total Project Budget (by expense type)				
Budget Detail	Grant Share (\$ Amount Requested)	Match		TOTAL
		Dollars	In-Kind	
Administrative Labor:	\$0	\$0	\$0	\$ 0
Project Labor:	\$9,069	\$15,000	\$0	\$24,069
Fringe Benefits:	\$0	\$0	\$0	\$ 0
Travel:	\$0	\$0	\$0	\$ 0
Equipment:	\$0	\$0	\$0	\$ 0
Supplies:	\$0	\$0	\$0	\$ 0
Contractual:	\$115,000	\$0	\$0	\$115,000
Other:	\$10,931	\$0	\$0	\$10,931
TOTAL:	\$135,000	\$15,000	\$ 0	\$150,000

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>Summary - Total project is for \$150,000, with 90% (\$135,000) coming from this grant; the remaining required match (\$15,000) will be provided by a “hard” match from the City (Wildland Fire Management FTE Staff).</p> <p>Project Labor – Based on other similar projects in our area, we anticipate Planning & Oversight work as detailed above, to include follow-on pile burning, as follows : Grant Share - 605 hrs of seasonal crew @ \$15/hr/crew member = \$9,069.00 Match - 375 hrs of WFM FTE staff @ \$40/hr (ave) = \$15,000.00</p> <p>Contractual – Based upon other similar projects in our area, compounded by access issues on the parcel itself, we anticipate a cost of \$575.00/acre to cut, process and transport/remove wood products, pile debris (for later burning by FFD crews), and rehab/decommission temporary roads.</p> <p>Indirect – For Financial management/ oversight: See attached spreadsheet showing calculation.</p> <p>MATCH SOURCES</p> <table border="0"> <thead> <tr> <th>Who</th> <th>City*</th> <th>Others</th> <th>TOTAL</th> </tr> </thead> <tbody> <tr> <td>Hard \$</td> <td>\$ 15,000.00</td> <td>\$ 0.00</td> <td>\$ 15,000.00</td> </tr> <tr> <td>(In-Kind) \$</td> <td>\$ 00.00</td> <td>\$ 00.00</td> <td>\$ 00.00</td> </tr> <tr> <td>TOTAL</td> <td>\$ 15,000.00</td> <td>\$ 00.00</td> <td>\$ 15,000.00</td> </tr> </tbody> </table> <p>* City WFM FTE staff as detailed above</p>	Who	City*	Others	TOTAL	Hard \$	\$ 15,000.00	\$ 0.00	\$ 15,000.00	(In-Kind) \$	\$ 00.00	\$ 00.00	\$ 00.00	TOTAL	\$ 15,000.00	\$ 00.00	\$ 15,000.00
Who	City*	Others	TOTAL													
Hard \$	\$ 15,000.00	\$ 0.00	\$ 15,000.00													
(In-Kind) \$	\$ 00.00	\$ 00.00	\$ 00.00													
TOTAL	\$ 15,000.00	\$ 00.00	\$ 15,000.00													

Grant Name: Az State Forestry - 2015 Wildland Fire Hazard Fuels Grant

Grant Number: WFHF 15-202

Funding Allocations		
State Percentage	90.00%	
Indirect Cost Rate Allowed	7.86%	FY 2015

When the PROJECT amount is known:

Project Information			
Total Project Cost (Direct only)	139,069.00		
Total Indirect Allowed	10,931.00		
Total with Indirect	150,000.00		
		<u>Rounding</u>	
Federal Funding	135,000.00	0	0=Dollars, 2=cents
State Funding	-	0	0=Dollars, 2=cents
City Match	15,000.00		
	<u>150,000.00</u>		

When the grant AWARD is know:
(Put in the Primary Funding Source.)

Grant Award Amount	135,000.00		
Funding Agency	1	1=Federal, 2=State	
Total Project w/ Indirect	150,000.00	0	0=Dollars, 2=cents
Total Project Direct Cost	139,069.00		
Total Indirect Cost	10,931.00		
		<u>Rounding</u>	
Federal Funding	135,000.00	0	0=Dollars, 2=cents
State Funding	-	0	0=Dollars, 2=cents
City Match	15,000.00		
	<u>150,000.00</u>		

Subrecipient: City of Flagstaff Fire Department

- Has a current Negotiated Indirect Cost Rate Agreement (NICRA) with a federal agency.
- Has submitted a proposal for a NICRA and is awaiting approval.
- Does not have, and has never had, a NICRA. Subrecipient is requesting to use De minimis rate as allowed in 2 CFR 200.414

Details

Type of Rate: Agreed rate with Federal Aviation Administration (FAA).
Agreement dated: June 6,2014

Indirect Rate % : 7.86

Rate is applied to base of: Total direct costs include all actual costs not classified as indirect costs.

Term of Rate: FY 2015 (July 1, 2014 - June 30, 2015). Sub grantee has requested to use this rate throughout term of grant, though actual FY 2016 Rate is higher.

Other Information:

Subrecipient understands they must comply with Indirect Guidelines in Code of Federal Regulations 2CFR200. For full information on 2CFR200: http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

Inclusion of this as part of the award indicates agreement by subrecipient

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 I06(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph A1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

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

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

DRUG-FREE WORKPLACE

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

INVALIDITY OF PART OF THIS AGREEMENT

The parties agree that should any part of this AGREEMENT be held to be invalid or void, the remainder of the AGREEMENT shall remain in full force and effect and shall be binding upon the parties.

COUNTERPARTS

This AGREEMENT may be executed in any number of duplicate originals, photocopies or facsimiles, all of which (once each party has executed at least one such duplicate original, photocopy, or facsimile) will constitute one and the same document.

INTERPRETATION

This AGREEMENT is not to be construed or interpreted for or against either of the parties on the grounds of sole or primary authorship or draftsmanship.

PARAGRAPH HEADINGS

The paragraph headings in this AGREEMENT are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this AGREEMENT or any of its provisions.

GOVERNING LAW

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

ENTIRE AGREEMENT

This AGREEMENT contains the entire agreement and understanding of the parties hereto. There are no representations or provisions other than those contained herein, and this AGREEMENT supersedes all prior agreements between the parties, whether written or oral, pertaining to the same subject matter of this AGREEMENT.

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

Arizona 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
<i>Other</i>	0.00	0.00	0.00
<i>Other</i>	0.00	0.00	0.00
<i>Other</i>	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