Douglas A. Ducey
Governor

Jeff Whitney
State Forester

Office of the State Forester

Arizona State Forestry Division
1110 W. Washington St., Suite 100
Phoenix, AZ 85007
(602) 771-1400

EXHIBIT A

17 April 2015

Mark Brehl
Greater Flagstaff Forests Partnership
119 E Terrace Ave. Suite F
Flagstaff, AZ 86001

RE: Western Bark Beetle Initiative Grant Program (WBBI 11-601)

Dear Mr. Brehl:

I have enclosed your copy of the executed Western Bark Beetle Initiative Grant Program (WBBI 11-601), which was fully executed as of 9 April 2015. **Grant-related invoices and expenditures are now eligible for reimbursement, and grant-related matching may be accrued as of this date.**

Please include the grant number (WBBI 11-601) in the subject line of all subsequent communications for tracking purposes. Also, let me know if you have any questions or require additional information.

Sincerely,

Chris Erickson
Forest Program Specialist
Forest Health Program

Phone: 602 771 1407
Email: chriserickson@azsf.gov

Enclosure:
Signed WBBI 11-601 Master Agreement (with attachments A-E)

Arizona State Forestry Grant Agreement No. WBBI 11-601
Western Bark Beetle Initiative Program

This grant agreement ("Agreement") is entered into by and between the ("Grantee") Arizona State Forestry Division ("State Forestry" or "State") and ("Sub-grantee"), **Greater Flagstaff Forests Partnership (DUNS #05-760-4253),** 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.

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 **September 30, 2015** unless otherwise terminated or modified pursuant to the terms herein.

V. COMPENSATION AND MATCHING INVESTMENT

Grant funds may be utilized for up to **50%** of the total cost of this program.
A contribution by the Sub-grantee for an additional **Cost Share Match of 50%** of the total cost of the program is required (including contributions of third parties). Support documentation outlining project costs including cost share match is required.

Compensation under this agreement shall be on a reimbursement basis, shall not exceed the total eligible costs of the project, and total compensation (federal portion) **shall not exceed $100,000.00**.

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

Reimbursement payments will be made to the Sub-grantee 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) Circulars A-102 as implemented by USDA regulations 7CFR3015, 7CFR3016, 2CFR170, 2CFR225, 2CFR215 as implemented by USDA regulations 7CFR3019, and OMB Circular A-133 as implemented by USDA regulation 7CFR3052. All Federal and Sub-grantee matching/cost-share contributions are subject to all relevant OMB Circulars. 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) Circulars including OMB Circular A-133 . Sub-grantees are subject to audit if their share of federal financial assistance is $500,000 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 Uniform Administrative Requirements applicable to the sub-recipient organization. For State and Local Governments, this includes OMB Circular A-102 as implemented by USDA regulations 7CFR3016. For Non-Profit Organizations and Institutions of Higher Education, this includes OMB Circular A-110 (2 CFR 215) as implemented by USDA regulations 7CFR3019. 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:

Mark Brehl, Board of Directors, GFFP
1300 S Milton Rd, #209
Flagstaff, AZ 86001
928-213-2512; 928-853-2735
mbrehl@flagstaffaz.gov; admin@gffp.org

Principal Sub-grantee Programmatic Contact:

Mark Brehl, Wildland Firewise Specialist, FFD
211 W. Aspen
Flagstaff, AZ 86001
928-213-2512
mbrehl@flagstaffaz.gov

Principal Arizona State Forestry Contact:

Chris Erickson, Forest Program Specialist
1110 W Washington St, Suite 100
Phoenix, AZ 85007
602-771-1407
chriserickson@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:

STATE FORESTRY	**SUB-GRANTEE**
Chris Erickson Forest Program Specialist Arizona State Forestry Division 1110 West Washington, Suite 100 Phoenix, AZ 85007 602-771-1407 chriserickson@azsf.gov	Mark Brehl Board of Directors Greater Flagstaff Forests Partnership 1300 S Milton Rd, #209 Flagstaff, AZ 86001 928-213-2512; 928-853-2735 mbrehl@flagstaffaz.gov; admin@gffp.org

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.

STATE FORESTRY	**ACCEPTED BY SUB-GRANTEE**
Arizona State Forestry Division 1110 West Washington, Suite 100 Phoenix, AZ 85007	Greater Flagstaff Forests Partnership 1300 S Milton Rd, #209 Flagstaff, AZ 86001

Signature

FOR **Arizona State Forestry Division**

Date: 4/9/15

Signature

Mark Bachl
Print or Type Name

Date: 4/2/15

Glen Buettner

Date: 4/9/15

ATTACHMENT A

Project Application
(Cover Sheet)

Western Bark Beetle Initiative
2014 Grant Application-ASFD

FOR OFFICIAL USE ONLY	
Dollar Amount Requested:	**$100,000**
Matching Share:	**$105,000**
Percent (%) Matching	**51.22%**

1	**Applicant Information**	
	Applicant:	Greater Flagstaff Forests Partnership
	Contact Person:	Steve Gatewood and Mark Brehl
	Address:	1300 South Milton Road, #209
	City/Zip Code:	Flagstaff, 86001
	Phone (Work/Cell):	928/600-3858
	Email:	admin@gffp.org
	Fax:	928/226-1387

2	**Project Information**			
	Name of Project:	Observatory Mesa Forest Health Project		
	Community Name:	Flagstaff		
	County:	Coconino	**Congressional District:**	1
	Latitude (decimal degrees):	111.6789	**Longitude (decimal degrees):**	35.2140

3	**Grant Contributors (Matching Share)** **(Federal dollars DO NOT qualify)** **Please specify each match contributor and the dollar amount of each contribution.** **Please DO NOT show grant requested funds in this table. This is for matching share only.**							
	Contributors: (Please specify)	GFFP	City of Flagstaff					**TOTAL**
	Dollars (Hard Match):	$0	$100,000	$0	$0	$0	$0	**$100,000**
	In-Kind (Soft Match):	$2,000	$3,000	$0	$0	$0	$0	**$5,000**
	TOTAL:	**$2,000**	**$103,000**	**$ 0**	**$ 0**	**$ 0**	**$ 0**	**$105,000**

4	**Total Project Expense (break down matching share totals from block three)**				
		Grant Share ($ Amount Requested)	**Match (from block three)**		**TOTAL**
			Dollars	**In-Kind**	
	Personnel / Labor:	$1,000	$1,000	$2,000	**$4,000**
	Operating:	$0	$0	$1,000	**$1,000**
	Travel:	$0	$0	$0	**$ 0**
	Contractual Services:	$95,000	$100,000	$0	**$195,000**
	Equipment:	$0	$0	$0	**$ 0**
	Indirect Costs:	$4,000	$500	$500	**$5,000**
	TOTAL:	**$100,000**	**$101,500**	**$3,500**	**$205,000**

5	Project Summary (check all that apply and answer related questions in appropriate box)			
	Is this a new project? ☒Yes ☐ No			
	Can this project be completed by September 30, 2014? (Priority) ☐Yes ☒No			
	What is the duration of this project? (36 month maximum) 36 months			
	Number of acres to be treated:	250	Estimated cost per acre:	$820.00
	Are the acres to be treated contiguous (adjacent to each other)? ☒Yes ☐ No If no, please describe their layout in block six (6).			
	Does this project have a current forest management or stewardship plan? ☒Yes ☐ No If yes, please attach the plan to this application.			
	Is this project managed by a professional land manager? ☒Yes ☐ No Please provide qualifications in block six (6).			
	Number of communities directly affected by this project:	1		
	Number of citizens to be reached:	2,500		
	Number of residences affected:	100		

6	Project Area Description All information for the project should fit into the allotted character space provided below. Addendum may be submitted if more space is needed.
	Provide a brief overview of the project and the project area. 2500 characters This project encompasses 250 acres within the eastern most parcel of four parcels (T21N,R7E, Sec 8, Parcel B in the attached Forest Stewardship Plan) on Observaotory Mesa which the City of Flagstaff recently pruchased from the State under the Arizona Preserve Initiative (API). Under the initiative the newly aquired parcels are designated to be preserved in perpetuity as open space. This parcel is located on the top of Observatory Mesa in the western postion of the City and lies direclty adjacent to the epicenter of Flagstaff's most prominent bark beetle activity. The project area is directly adjacent to the Westridge neighborhood and is approximately ¾ mile WNW of downtown Flagstaff. Historic Lowell Observatory, for which the mesa is named, sits atop the eastern edge of the mesa and approximately ½ mile from the project area. This project will compliment and expand the treatement areas being planned under the Flagstaff Watershed Protection Project and will decrease the occurnace of bark beetle damage, reduce the risk of severe wildfire and limit post fire impacts such as flooding. The forests around Flagstaff have been and will continue to be influenced by the interactions of humans with the land. Extensive railroad logging occurred in-and-around Flagstaff from 1880 - 1930. Throughout the general area, it is estimated that as much as 80% of the merchantable volume was removed during these operations. These past harvest practices, in combination with fire suppression and extensive livestock grazing, resulted in an unnaturally-dense second-growth forest blanketing the area. This human influenced change to current forest structure has been accompanied with a significant decrease in overall forest health including the unnaturally large and destructive bark beetle outbreaks. These infestations have devestated large acreages of forest and pose serious risk of continued spread and damage in the dense forests on Observatory Mesa.
	Briefly describe the qualifications of the person(s) managing this project. 500 characters Steve Gatewood has a BS Degree in Forestry and has managed several AZSFD cost share projects for GFFP since 2005, including one previous WBBI grant. Mark Brehl has a BS Degree in Forestry and has also managed several AZSFD cost share projects for Flagstaff Fire and GFFP.

Project Goals and Objectives

All information for the project should fit into the allotted character space provided below.
Addendum may be submitted if more space is needed.

7

Provide a brief description of how this project meets the grant objectives and goals. 1500 characters

Portions of Section 8 on Observatory Mesa are overly dense and subject to bark beetle infestation, especially in the face of the prolonged drought occurring regionally. Pockets of recent some bark beetle activity has been identified on the site, which is part of a larger block of City Open Space land that also needs treatment. The City of Flagstaff/Flagstaff Fire Department will mark this site with the objective of achieving acceptable basal area and tree density conditions - around 70BA and less than 100 TP - and will manage a contractor to conduct actual thinning and slash disposal operations. The site also will be subject to prescribed fire treatment in the future to maintain forest health and restored forest conditions. Fire behavior modification objectives will also be achieved. This project will achieve match objectives through use Flagstaff Watershed Protection funding as hard dollar match, and staff support for adminstration and operations from S. Gatewood and M. Brehl as in-kind match.

Scope of Work / Project Timeline

All information for the project should fit into the allotted character space provided below.
Addendum may be submitted if more space is needed.

8

Provide a brief scope of work which clearly describes how grant funds will be spent: Types of treatments proposed, primary bark beetle(s) & host of concern & any information & education activities. (This should be more specific than the project description) 1500 characters

The overall intent, per the attached Resource Management Plan, is to create clumpy-groupy conditions mimicing historcial southwestern ponderosa pine conditions, with an overall basal area (BA) range of between 60-90. The goal is to foster and create conditions where the vigor and health of the remaining pine trees is improved to the point they can withstand attacks of bark beetles, to include western pine, mountain pine, roundheaded pine, and Ips beetles. Emphasis will be on retention of larger trees, but pockets and areas of of smaller, younger trees and reproduction will be left to ensure long-term sustainability and forest cover on the site.

~ Evaluate site and determine thinning prescription that will achieve primary forest health restoration and secondary fire behavior modication objectives
~ Prepare site for treatment and mark trees for retention; secure contractor and manage thinning contract
~ Post appropriate signage identifying this prject as a joint GFFP/FWPP forest restoration effort
~ Dispose of slash through a combination of pile burning and some chipping/grinding
~ Provide updates to citizens through regular outreach activities associated with the FWPP
~ Maintain financial records and prepare quarterly reports and invoices
~ Complete and submit a final report identifying what was achieved through utilization of WBBI grant funds

Provide a timeline for the project. 1000 characters

Fall/ Winter 2014-15 -- Coordinate with Flagstaff Watershed Protection Project Team and other stakeholders as appropriate to discuss desired future conditions, planning, communications and project coordination.
Winter 2014-15 -- Finalize standards of treatment and prescriptions with partners and stakeholders.
Winter/Spring 2015 -- Solicit and award bids for contracted work.
Summer 2015- Fall 2016 -- Implement field operations, conduct project monitoring as needed, conduct community outreach and education
Winter 2015 and 2016 - Conduct pile burning as necessary
Summer/Fall 2017 -- Complete work and finalize reporting requirements, including quarterly reporting during grant.
NOTE - FFD is discussing this project with an Oregon firm that did extensive thinning on Camp Navajo very quickly. If they are interested and available, this project could be completed by September 2014. Final decision soon.

Collaborative Elements and Partners

All information for the project should fit into the allotted character space provided below.
Addendum may be submitted if more space is needed.

9 **Specify the private, local, tribal, county, state, federal and/or non-governmental 501(c) 3 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.).**
2000 characters

The Greater Flagstaff Forests Partnership is a 501(c)3 local collaborative that has been working to restore forest ecosystems around Flagstaff for over 15 years. Current Board members represent the City of Flagstaff, NAU/ERI, Coconino NRCD, USFWS and 2 private consulting firms - Mottek Consulting, LLC and Wildwood Consulting, LLC. GFFP, through a contract/service agreement, will provide grant and financial management, as well as technical support. Flagstaff Fire will provide field operations management and contractor supervision. Other GFFP members will provide support for the overall operation through decision making and technical advice. GFFP will provide in-kind match through staff and operations support, and the City of Flagstaff will provide the bulk of dollar match through the Flagstaff Watershed Protection Project and also in-kind staff support.

Project Longevity / Maintenance

All information for the project should fit into the allotted character space provided below.
Addendum may be submitted if more space is needed.

10 **Clearly demonstrate how this project will remain effective over time.** **2000 characters**

Once forest health conditions are restored under this grant through mechanical thinning and slash disposal, Flagstaff Fire Department will maintain forest health through regular application of prescribed fire according to a forest management plan that will be prepared for forested open space land owned and manged by the City. Periodic site assessments will determine needs for additional cutting if/where future bark beetle activity is discovered.

Funding will come from the City of Flagstff general fund to conduct future treatments necessary to maintain ecological health and to perpetuate the goals of this grant program well into the future. These efforts will be undertaken as part of the Flagstff Fire Deparment's Wildland Fire Mgmt Program.

ATTACHMENT B
(Cover Sheet)

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

DETAILED PROJECT PLAN #2 – OBSERVATORY MESA FOREST HEALTH PROJECT
Greater Flagstaff Forests Partnership WBBI Gant Application
November 12, 2014

Project Scope

In conjunction with the Flagstaff Watershed Protection Project (FWPP), the Greater Flagstaff Forests Partnership (GFFP) will coordinate the treatment of 250 acres of local government land (Observatory Mesa, City of Flagstaff) to achieve forest health restoration objectives, and associated fuel reduction, fire behavior modification, and community protection benefits. A combination of hand and mechanical thinning crews will be used to reduce basal area to appropriate levels. Slash will be addressed through a combination of pile burning and chipping/removal. Guidance in the Forest Stewardship Plan – Observatory Mesa, prepared by the City of Flagstaff, will be used to design treatment approaches and specific prescriptions.

Hand thinning and mechanical removals will be conducted by a successful bidder through an RFP. Through combined FWPP/GFFP outreach efforts, community education and awareness will be provided and local support enlisted, especially in the adjacent Westridge neighborhood. This project will be managed administratively by the GFFP and in the field by Flagstaff Fire Department.

Project Schedule

A specific project schedule will be finalized as negotiations for specific work are finalized and potential forest restrictions/closures are incorporated, but generally the following timeline and schedule are proposed:

1) November/December – develop treatment approach/prescriptions and issue RFP for thinning
2) January 2015 – secure bond funding to complete project
3) January/February/March – secure contractors and initiate work (weather permitting)
4) April thru September 30, 2015 - conduct forest treatment activities (fire restrictions permitting)

Project Budget

See attached Project Budget Worksheet.

Project: Observatory Mesa Forest Health Project, GFFP

Total Project Budget (by expense type)				
Budget Detail	**Grant Share** ($ Amount Requested)	**Match**		**TOTAL**
		Dollars	**In-Kind**	
Administrative Labor:	**$500**	**$500**	**$1,000**	**$2,000**
Project Labor:	**$500**	**$500**	**$2,000**	**$3,000**
Fringe Benefits:	**$0**	**$0**	**$0**	**$ 0**
Travel:	**$0**	**$0**	**$0**	**$ 0**
Equipment:	**$0**	**$0**	**$0**	**$ 0**
Supplies:	**$0**	**$0**	**$0**	**$ 0**
Contractual:	**$95,000**	**$100,000**	**$0**	**$195,000**
Other:	**$4,000**	**$500**	**$500**	**$5,000**
TOTAL:	**$100,000**	**$101,500**	**$3,500**	**$205,000**

Budget Narrative

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).

Adminstrative labor will be provided by Steve Gatewood of GFFP and Mark Brehl of FFD to manage, provide adminstrative support, and produce required reports for the project.

Project Labor will be provided primarily by Mark Brehl of FFD to manage field operations for the project, with support from Steve GAtewood of GFFP; some project match will be provided by FFD fuel management crews for pile burning.

Contractual Services will be provided for all forest thinning activities by Summit Forests for hand thinning and an as yet undetermined machanical crew (if necessary).

Indirect Costs will be incured by GFFP and FFD, and they will also provide some match for Indirect.

Dollar match will come from the GFFP budget and through bond funding from FFD/City of Flagstaff.

Budget Narrative - Continued

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

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 correct accounting and administrative procedures for managing the grant in accordance with all applicable Federal and State laws.

Sub-grantee is subject to the following administrative requirements and cost principles based on the sub-grantee organization's structure:

Grantee Structure	Administrative Requirements	Cost Principles
Non-Profit Organization	OMB Circular A-110 (2 CFR 215 / 7CFR3019)	2 CFR 230 (OMB A-122)
Local and Tribal Governments	State and Federal laws, regulations	2 CFR 225 (OMB A-87)
State Agencies	State and Federal laws, regulations	2 CFR 225 (OMB A-87)
Universities	OMB Circular A-110 (2 CFR 215 / 7CFR3019)	2 CFR 220 (OMB A-21)
CFR (Code of Federal Regulations) – www.gpoaccess.gov/cfr/ OMB (Office of Management and Budget) - www.whitehouse.gov/omb/grants 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 7CFR 3016.25 and 3019.24; 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 7CFR 3016 and 7CFR 3017, grantees and subgrantees 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 7CFR part 3017, 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 Excluded Parties List System (EPLS) – www.epls.gov or System for Award Management (SAM) – www.sam.gov

(b) Collecting a certification from that person if allowed

(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 REQUIREMENTS

Unless exempted from this requirement under 2CFR 25.110, 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*).

GOVERNING LAW

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

PUBLICATION REQUIRMENTS

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.

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 2CFR175.25 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)," as implemented by our agency at 2 CFR 417.

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)," as implemented at 2 CFR 417.

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.

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 (2CFR220, 2CFR225, 2CFR230).

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 (2CFR220, 2CFR225, 2CFR230).

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:_____

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.

Greater Flagstaff Forests Partnership
Organization Name

WBBI 11-601
PR/Award Number or Project Name

Mark Brehl, GFFP President
Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

4/9/15
Date

Form AD-1048 (1/92)

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.

Greater Flagstaff Forests Partnership
Organization Name

Mark Brehl, GFFP President
Name of Authorized Official

Signature

4/9/15
Date

PROJECT MAPPING – Map Data is required for all grant projects.

In an ongoing effort to map forestry, fire mitigation, invasive plants, and other projects, all grantees are required to provide mapping information for grant related activities. It is understood that organizations vary in their resources and levels of expertise, and this form is designed to identify points of contact, expected mapping capabilities, and possible needs for assistance.

Please complete the information below and return it to our office via fax or USPS **prior to initiation of grant funded activities**.

Organization Name: Greater Flagstaff Forests Partnership Date: 4/7/15

Address: 119 E. Terrace Ave., Suite F

City: Flagstaff State: AZ Zip: 86001

Primary Grant Contact: Mark Brehl

Phone: (928) 853-2735 E-Mail: Mbrehl@flagstaffaz.gov admin@gffp.org

Mapping Contact Name (if different):

Phone: E-Mail:

PROJECT INFO:

Project Name: Observatory Mesa Forest Health Project Project ID: WBBI 11-601

Activity (Type of work to be completed – thinning, prescribed burn, invasive plant treatment, etc):

Selective tree removal and debris disposal

Expected Acres: 250 Expected Start Date: June 2015 Expected Completion Date: Sept 2015

Implementer (Who will be doing on-the-ground work – your organization, volunteers, contractor, etc.):

Combined work of FFD's wildland Fire Mgmt Crew and a Contractor

County: ~~Coconino~~ Property Ownership: ~~City of Flagstaff~~

Is any type of formal Environmental Assessment being conducted or required for this project? No

If so, please explain:

Other comments:

MAPPING: Map data is required for all grant projects.

- What type of mapping data will your organization be able to provide?

(See page 2 for more information on mapping options)

- [X] 1. GIS Data (Preferred)
- [X] 2. Paper Map
- [ ] 3. Location Coordinates only

Special Circumstances

- [ ] We may need assistance in mapping or determining best methods.

Comments:

We will attempt to provide Shapefile data, but in may also submit paper maps.

- Does any mapping information already exist that identifies the planned project area?

(If so, please include a copy with this form or information on how the Office of the State Forester can obtain the information)

Please return this completed form to:
(or contact us with questions)

GIS/Mapping
Office of the State Forester
1110 West Washington, Suite 100
Phoenix, AZ 85007
FAX: (602) 771-1421

Grant Mapping Requirements

All final project reports must include geospatial information (map data) in addition to the information required by the grant administrator. There are a few options available for grant recipients to provide these data.

The options are outlined as follows:

Option #1 – GIS Data (Preferred):

Data files (Shapefile or personal Geodatabase) created using a GIS application such as ESRI ArcGIS, may be submitted by E-Mail, FTP, CD, or other method and should include pertinent treatment attributes.

Option #2 – Paper Map

If GIS capabilities are not available, a sketched perimeter of the treatment or activity is acceptable on a standard 7.5-minute USGS quad map or other standard base map.

Option #3 – Location Coordinates

If no mapping capabilities are available, the geographic coordinates (LATITUDE and LONGITUDE) of the project should be provided. It can either be a single point or a series of points (track file) from a GPS unit. These coordinates should be included in either written or electronic format along with the other attribute information.

Special Circumstances

If you need assistance in mapping, determining best methods of mapping, or have a special situation that may not be conducive to mapping, please contact the GIS Section at the Arizona State Forestry Division at (602) 771-1400.

Questions and Assistance

For additional information on reporting fuels treatments and grant activity mapping please call (602) 771-1400.

Exhibit A.

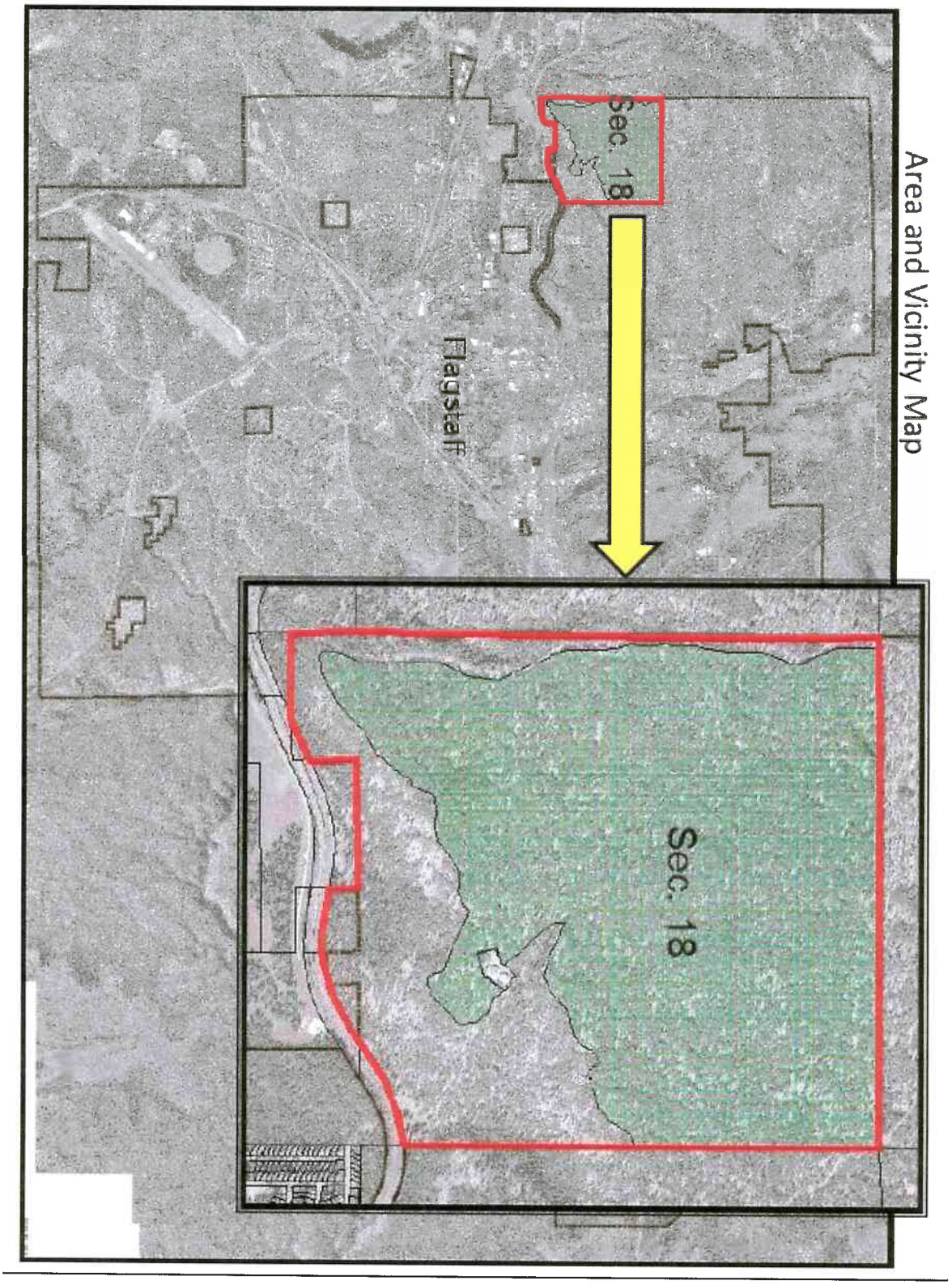

Exhibit B.

Observatory Mesa Harvesting Guidelines:

FWPP Planned Operations – Section 18

Stand History: The majority of the Harvest Area has been harvested through numerous entries by the Arizona State Land Department over the past century. Early operations generally focused on removal of larger diameter sawtimber with several pulpwood sales occurring in the last quarter of the 20th century. Operations have resulted in fairly homogenous stands of low to marginal quality timber in the small to mid range size classes with average basal areas ranging from approximately 40-200 ft^2 BA per acre.

Treatment Goals:

1. Reduce the risk of catastrophic, stand-replacing wildfire by decreasing stand densities, increasing average crown base height, and decreasing crown continuity. Create conditions that are conducive to the reintroduction of low intensity surface fire. Improve understory productivity and diversity.
2. Create a more open vigorous and diverse uneven-aged forest structure with large openings and a groupy/clumpy character resembling, though not precisely replicating, the forest structure which existed prior to the interruption of the historic fire regime. Trees will be left in groups and clumps of varying shape, size, and configuration with trees of varying number, size and age classes to create a heterogeneous forest more in line with the historic range of natural variability.
3. Improve forest health by: decreasing inter-tree competition; increasing individual tree growth and vigor; increasing age and size class diversity; reducing wildfire hazard; decreasing susceptibility to disease and insect mortality; increasing understory productivity and diversity; maintain and where possible, improve wildlife habitat.

Current Objectives:

1. Reduce risk of severe wildfire and promote restored ecosystem structure, function and process through tree harvesting activities.
2. Increase overall diversity of size classes and distribution.
3. Reduce overall canopy cover by approximately 55%, primarily as tree groups.
4. Create a tree group forest structure (approximately 45% of unit/stand/area),
5. Reduce average residual BA to vary between 60-80 ft^2 BA/A. The stand should be characterized by dense clumps (10-20%, 90-110 ft^2 BA), variable sized openings (approx 35.5% of the area), and the rest in "thinned stands" averaging 60-80 ft^2 BA/A (variability is encouraged across the thinned area).
6. Where current stand structure permits, retain tree clumps of 3-50 trees; some with interlocking crowns and multi-story structure, interspersed with openings and interspaces that more closely resembles conditions which existed prior to interruption of the historic fire regime. Clumps will be spaced at least 50ft apart with larger clumps (20-50 trees) spaced approximately 50-100ft between clumps.
7. Retain denser clumps/groups desirable for wildlife cover.

8. Create openings and increase the size of natural openings (Maximum 5 ac.)
9. Retain snags greater than 18 inches DBH and 12 feet tall unless deemed a Hazard Tree by Sale Administrator.
10. In addition, a longer-term objective is to permit establishment of natural regeneration in openings to facilitate long-term structural heterogeneity.

Cutting Guidelines:

1. Large trees will be retained where possible although trees up to 24" DBH may be removed where necessary to achieve overall desired forest structure including: encroached grasslands; within-stand openings; and within areas heavily stocked with a preponderance of large, young trees. No live yellow barked trees are permitted for removal regardless of size or condition.
2. Tree groups will occupy approximately 65% of the overall area and will range in size from 1.0-5.0 acres. Spacing between groups will typically vary between 50 to 300ft+ (allowable exceptions may occur where larger openings are desired as approved by the Sale Administrator). As conditions allow, the majority of tree groups will be arranged perpendicular to predominant winds, to reduce wildfire hazard.
3. Multiple tree clumps of 3-50+ trees of varying size will be scattered within each individual tree group, and will range from <0.1 – 2.0 acres in size. Stocking of each tree clump will vary between 40 - 140 ft² BA/acre, and most will have interlocking crowns. Some light thinning within a clump is permitted to reduce ladder fuels and achieve overall objectives. Trees outside of an identified clump but within an identified tree group will largely be removed, with some individual "link" trees retained in order to meet objectives.
4. Basal Area of tree clumps located within 0.4 miles south or west of homes will not exceed 80 ft² BA/acre to reduce the risk of torching and subsequent ember transmission.
5. A buffer zone with a lower basal area (50-70 ft² BA/A) will be located around the south and west sides of any tree clump exceeding 90 ft² BA/A, and will extend out at least 50 feet.
6. Individual tree clumps outside of and separate from a larger group may be located on small hilltops and rises.
7. Openings will comprise approximately 35% of the overall Harvest Area, will vary in size from 0.25 – 5.0 acres, and vary in shape and configuration. All trees within an opening which are less than 24 inches DBH are to be removed.
8. Irregular tree spacing and vertical diversity within-and-between the individual groups and clumps is desired.
9. Yellow barked pines, regardless of size), Gambel oak (regardless of size), juniper species (regardless of size), fir trees (regardless of size), pines greater than 24 inches DBH, and all large snags (≥18" DBH and ≥12' tall) will be retained.
10. Preserve all large (greater than 18" diameter at mid-point of log) down and dead logs in original location and condition during cutting and skidding operations

Factors to consider for other trees to retain include:

- Trees in the larger size classes (≥ 16" DBH) except where necessary to limit meadow encroachment, create or maintain intra-stand openings in areas of high BA resulting from the preponderance of large young trees;
- Dominant and co-dominant blackjack pines with good tree form and vigor;
- Any size class (≥ 1" DBH), so as to increase vertical diversity;
- Those forming tree clumps around trees ≥24" DBH;
- Those not in the most common size classes (≤ 5" DBH and ≥ 16" DBH), and
- Trees with obvious wildlife nesting activity (squirrel and/or bird nests);
- Trees/clumps located on small rises/hilltops;
- Trees of poor form (if no other choices exists or special "character;"
- Trees which are fading if average snag per acre count is below 4 per acre.

Factors to consider for trees to remove include:

- Trees with obvious insect or disease infestation;
- Trees with Dwarf Mistletoe Ratings of 3+ (DMR3+);
- Hazard Trees as determined by the Sale Administrator;
- Trees of the most dominant size classes;
- Trees damaged or of poor form;
- Trees which are "fading" or suppressed trees exhibiting low vigor;
- Trees surrounding oak clumps.

Special Notes:

- No skidding/driving on Loop Trail or FUTS Trail (Single perpendicular crossing only as necessary and approved by Sale Administrator).
- No cutting permitted within 650 ft. of homes between 1700 – 0800.
- No landings, log decks or slash piles are to be located within 600 ft. of any home.
- Locate piles in open areas and in such a fashion to drastically reduce chance of scorch.
- All operations will be conducted during either dry or frozen soil conditions.
- Road improvement/landings to be kept to an absolute minimum.
- No piling/landings on the water line or gas line.
- Contractor must only cross gas and water utility lines at designated crossings and perform appropriate and approved protection measures where needed.
- All Standard Specifications contained within the contract shall be adhered to.

The Purchaser shall protect all known survey and reference monuments, witness and bearing trees, telephone and power lines, fences, ditches and other improvements against damage or destruction during the Purchaser's operations. If damage or destruction does occur, the Purchaser shall be responsible for immediate restoration of the improvements to a condition satisfactory to the owner.