### <u>Arizona State Forestry Grant Agreement No. CCG 16-101</u> <u>Community Challenge Grant Program</u>

This grant agreement ("Agreement") is entered into by and between the <u>("Grantee") Arizona State</u> <u>Forestry Division ("State Forestry" or "State")</u> and <u>("Sub-grantee")</u>, **City of Glendale (DUNS #077523579)**, 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 **# 16DG-11031600-021**, dated **6/9/2016** 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 <u>March 31, 2018</u> unless otherwise terminated or modified pursuant to the terms herein.

# V. COMPENSATION AND MATCHING INVESTMENT

Grant funds may be utilized for up to <u>50%</u> of the total cost of this program. A contribution by the Sub-grantee for an additional <u>Cost Share Match of 50%</u> 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) <u>shall not</u> <u>exceed \$10,000.00</u>

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 **<u>NOT allowed</u>** 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

<u>SINGLE AUDIT ACT OF 1984:</u> 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.

<u>ARS 35-181.03.</u> 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:**

Joanne Toms, Environmental Program Manager 5959 West Brown Street Glendale, AZ 85302 623-930-3596 JToms@glendaleaz.com

#### **Principal Sub-grantee Programmatic Contact:**

Joanne Toms, Environmental Program Manager 5959 West Brown Street Glendale, AZ 85302 623-930-3596 JToms@glendaleaz.com

#### **Principal Arizona State Forestry Contact:**

John Richardson, Forest Program Coordinator 1110 West Washington, Suite 100 Phoenix, AZ 85007 602-771-1420 JRichardson@dffm.az.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
John Richardson	Joanne Toms
Forest Program Coordinator	Environmental Program Manager
Arizona State Forestry Division	City of Glendale
1110 West Washington, Suite 100	5959 West Brown Street
Phoenix, AZ 85007	Glendale, AZ 85302
JRichardson@dffm.az.gov	JToms@glendaleaz.com

# 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
	City of Glendale
5	-
1110 West Washington, Suite 100	5959 West Brown Street
Phoenix, AZ 85007	Glendale, AZ 85302

CITY OF GLENDALE, an Arizona municipal corporation

Signature

**Arizona State Forester** 

Kevin R. Phelps City Manager

Date:\_\_\_\_\_

Date:

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

# ATTACHMENT A

Project Application (Cover Sheet)

Project Number: For U&CF Use Only



**GRANT APPLICATION FORM** 

# Arizona Community Challenge Grant Program

Project Title: GI	endale Desert Food	Forest				
Category: Inf	ormation and Educa	ation				
Location (City): GI	endale					
Tree City USA (if applic	able): Yes, s	since 1996			Yes	No
Name of Applicant:	City of Glendale V	Vater Services	Departmer	it	S	
Address of Applicant:	5959 W. Brown St	t.				
City	Glendale		State	AZ Zip	85302	
Contact Person: Joan	ne Toms	Daytin	ne Phone:	(623) 930-	-3596	
E-Mail: _jtoms@glenda	eaz.com	Organ	ization's DL	JNS #:	0775235	79
Brief Project Descriptio states the project need, o		ch a separate, n nd deliverables.)		age narrativ	e that clea	nrly
Is this project currently funded?	□Yes 🛛	Was t No funde	his project pr d?	eviously	Yes	No
Will this project be possib without grant funding?	le 🗌 Yes 🛛		nis project oc Il requested a		⊠Yes	No
(a) UCF Funds Reques	sted \$_	10,400.00		-		
(b) Local \$ Match Provi	ded \$	8,853.00				
(c) Value of In-Kind Ma	tch \$	4,305.50		-		
Total Project Amount (	a+b+c) \$_	22,758.50				
Timetable: (Start Volunteer Involvement University of Arizona – Friends of the Garden Trees Matter (formerly	Maricopa County Co volunteers	ooperative Exte	ension Mas	Date) <u>Dec</u> ter Garden		
Kevin R. Phelps		(	City Manage	er		
Name of Representativ	e		Fitle of Repr /0-גו-			
Signature of Authorized	Representative	C	Date			

Upon authorization of approval for financial assistance, grantees will be assigned a grant number and a maximum dollar amount to expend. Prior to expending funds, applicants must submit an updated project workplan.

Project Number: For U&CF Use Only



**BUDGET PROPOSAL FORM** 

# Arizona Community Challenge Grant Program

 Applicant Name:
 City of Glendale Water Services Department

Project Title: Glendale Desert Food Forest

Item	<b>Grant</b> <b>Share</b> Direct Expenses or Cash Purchases	<i>Applicant</i> Direct Expenses or Cash Purchases	Applicant In-kind Personnel Services: Volunteer and Staff Hours	Applicant In-kind Donated: Services, Supplies, or Equipment use	Total
Administration (Project-allocable general overhead costs)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Personnel (Project- related Labor, both staff and volunteer time, Fringe Benefits)	ed Labor, both staff volunteer time, \$0.00 \$0.00 \$3,705.50 Staff \$		\$0.00	\$4,305.50	
Contracted Services (Forestry professionals, consultants, landscape architects, arborists, engineers, etc.).	\$6,100.00 \$3,600 Demolition \$2,500 Labor to install plants	\$3,530.00 \$1,730 Design \$1,800 Labor to install curb	\$0.00	\$0.00	\$9,630.00
Supplies (itemize as necessary – plant materials, research materials, educational materials, postage, etc.)	\$4,300.00 \$1,200 Plants \$1,600 Irrigation \$1,500 Gravel	\$5,323.00 \$3,459 Signs \$1,864 Education programs	\$0.00	\$0.00	\$9,623.00
Other:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL:	\$10,400.00	\$8,853.00	\$4,305.50	\$0.00	\$23,558.50

This form is for the summary of your budget information. A detailed list of expenditures and a budget narrative should be provided on additional pages if necessary.

# **Glendale Desert Food Forest Proposal Narrative**

#### **Project Need and Justification Summary**

In the Phoenix metropolitan area, outdoor water usage typically makes up more than half of a resident's total water usage. Much of this water is used to support lawns and ornamental plants that require more resources and maintenance than desert-adapted plants. The City of Glendale has seen an increase in the number of residents interested in learning how to transform their lawns into more water-efficient desert gardens. Since growing desert edibles is gaining popularity, there is a growing need for educational resources and demonstration sites that are relevant to our unique climate.

The Glendale Desert Food Forest will help support this need by showcasing desert-edible trees, shrubs, perennials, and succulents that homeowners can successfully grow, harvest, and enjoy in their own landscapes. Emulating a "forest" with an upper canopy and understory plants, the Food Forest will contain a diversity of Arizona-friendly edible plants. There are multiple benefits of a Food Forest, such as providing a local food source, serving as habitat for local wildlife, and improving air and storm water quality.

#### **Project Objectives and/or Goals**

As a Tree City USA community, the City of Glendale is actively involved in promoting the stewardship of our urban forest. The City developed an educational "Tree Trail" exhibit at the Glendale Xeriscape Demonstration Garden and offers free classes to teach residents about how to properly care for trees. For the past five years, the City has been a partner of APS's and SRP's Shade Tree programs by hosting free tree care classes and distributing trees at the Glendale Main Library. Building off the success of the "Tree Trail" and the utilities' Shade Tree programs, the goal of the Desert Food Forest is to educate and encourage homeowners to plant desert edible trees and understory plants in their landscapes.

# Project Methods – A narrative detailing how the project will be accomplished should include the following elements:

#### i. Activities (include scope of work)

The Desert Food Forest will be installed at the four-acre Glendale Xeriscape Demonstration Garden, a teaching garden that showcases over 400 species of desert-adapted plants and sustainable landscape practices. Adjacent to the City's historic Sahuaro Ranch Park, a former homestead that specialized in raising fruit and grain crops, the Xeriscape Garden connects people to desert plants that once dominated the region. The Desert Food Forest will be part of this evolving landscape that has been transformed from desert to agriculture to city over the past century. By blending the old with the new, the Desert Food Forest will serve as a model of successful desert-friendly gardening. Activities to develop the Food Forest include the following:

- Coordinating a design charrette with a landscape architect and grant partners.
- Developing a scope of work for a landscape contractor.
- Re-grading the existing landscape to create basins, berms, and permeable walkways.
- Installing trees, understory plants, irrigation, and mulch.

Glendale staff will work with a graphic artist and grant partners to design an interpretive sign with how-to information on creating a Food Forest. If garden visitors like certain plant combinations in the Food Forest and want to replicate a similar design in their own landscapes, they can visit the City's website, which will have a listing of plants and resources. Botanical signs identifying edible tree species will also be installed and incorporated into the Glendale Xeriscape Demonstration Garden's tree story map. Activities to develop the interpretive sign include the following:

- Developing a scope of work for a graphic artist.
- Reviewing the sign with grant partners.
- Obtaining quotes from sign fabricators and installers.
- Installing the sign.

A multi-generational component will be included to educate families about the many benefits of growing desert edible trees. Related activities include the following:

- Offering a "Desert Edibles" class in partnership with the City of Glendale Library Department and Smiling Dog Landscapes.
- Offering free "Hotel Saguaro" puppet shows and "Taste Your Yard" programs in partnership with the City of Glendale Library Department and Trees Matter.
- Integrating a Food Forest activity into the existing free Glendale Xeriscape Garden field trip program for K-12 students.

#### ii. Participants (project personnel, volunteers, corporate sponsor, etc.)

City of Glendale Water Services Department – Conservation and Sustainable Living (CSL) Division staff will coordinate the Food Forest and offer related educational programs at the City of Glendale libraries. The City will host a design charrette for the Food Forest and include a number of gardening groups, such as Trees Matter, Master Gardeners, and Rare Fruit Growers, to help with plant selection and design. These partners will also review content for the Food Forest's interpretive sign that will encourage garden visitors to grow edible trees. Long term maintenance of the Food Forest will be overseen by CSL staff, who work with professional landscape contractors and Friends of the Garden volunteers. The City's Water Services Department will partner with the Library Department by offering free programs at the libraries.

Activity	Beginning Date	Ending Date
Food Forest		
<ul> <li>Work with landscape architect and grant partners in design phase.</li> </ul>	<ul> <li>January 2017</li> </ul>	• April 2017
<ul> <li>Prepare scope of work for landscape contractor.</li> </ul>	• May 2017	• July 2017
<ul> <li>Review and award bids for construction.</li> </ul>	• July 2017	September 2017
<ul> <li>Install Desert Food Forest.</li> </ul>	October 2017	October 2017
Signage (Interpretive Sign, Directional Sign, and Botanical Signs)		
<ul> <li>Prepare scopes of work for graphic artist and sign printer, manufacturer, and installer.</li> </ul>	• May 2017	• June 2017
<ul> <li>Work with graphic artist to design interpretive sign.</li> </ul>	• July 2017	September 2017
<ul> <li>Work with volunteers and partners to review content for interpretive sign.</li> </ul>	August 2017	September 2017
<ul> <li>Install Food Forest interpretive, directional, and botanical signs.</li> </ul>	October 2017	October 2017
Adult Education		
<ul> <li>Advertise and offer a "Desert Edibles" class in February at the Glendale Main Library.</li> </ul>	December 2016	February 2017
<ul> <li>Purchase edible landscaping and Southwest</li> </ul>	<ul> <li>January 2017</li> </ul>	• March 2017

#### iii. Timetable (include project start and end dates)

<ul><li>gardening books for the Glendale libraries.</li><li>Create Food Forest webpage on City of Glendale's website.</li></ul>	October 2017	November 2017
<ul> <li>Youth Education</li> <li>Advertise and offer "Hotel Saguaro" puppet shows and "Taste Your Yard" programs for families at the City of Glendale's three library branches.</li> </ul>	March 2017	July/August 2017

#### iv. Anticipated Outcomes/Results

See Evaluation section below for expected outcomes.

#### v. Evaluation (including what metrics will be used)

The Glendale Food Forest and related activities will be integrated into the CSL Division's existing program. The following table outlines the activities, expected outcomes, and the evaluation methods.

Activity	Anticipated Outcomes	Evaluation
Food Forest	1,000 or more visitors to the	Count number of visitors during
	Glendale Habitat Garden per	guided tours. Count number of
	year. City offers self-guided and	students that participate in
	guided walking tours.	Xeriscape Garden Field Trip.
Adult Education	50 or more attendees at the	Count number of attendees.
	"Desert Edibles" class in February	Survey attendees on the
	2017 at the Glendale Main	benefits/barriers to landscaping
	Library.	with edible plants.
Youth Education	Offer 3 "Hotel Saguaro" puppet	Count number of attendees
	shows and "Taste Your Yard"	(parents/children).
	programs at the City of Glendale	Survey attendees on their favorite
	libraries for a total of 200	desert edible plants.
	attendees.	
Garden Website/	Promote the Glendale Food	Use Google and Facebook
Social Media	Forest on the City's website and	analytics to measure the number
	social media channels to achieve	of visitors to the City's website
	a reach of over 1,000 people.	and social media channels.

CSL staff will present results from the Desert Food Forest at the regional Arizona Municipal Water Users Association conservation committee, statewide Water Conservation Information Share meeting, and the Grantee Showcase.

# Programmatic Capability – Description of organizational and personnel experience implementing similar projects.

CSL staff recently completed an Arizona Game and Fish Heritage Fund grant to develop the Glendale Habitat Garden Education program. This program included several activities, such as the installation of a 3,000 sq. ft. Habitat Garden and interpretive signage, coordination of educational events, and creation of a *Welcome Wildlife to Your Garden* guide. The grant deliverables were all met and kept within budget. The program recently received an Environmental Excellence Award of Merit from Arizona Forward.

# BUDGET NARRATIVE (maximum 1 page) Discuss how each of the identified financial needs will be met.

The matching funds will be provided through CSL Division's annually budgeted account. It is anticipated that the Food Forest and related programming will involve the following three CSL employees: one Environmental Program Manager, one full-time Water Conservation Specialist, and one part-time Water Conservation Specialist. The total in-kind value for these employees is \$3,705.50. Grant partners will be involved with the landscape design and educational programs and their in-kind value contribution is \$600.

A landscape architect will create the landscape design after facilitating a landscape design charrette with CSL staff and grant partners. Construction of the Food Forest will be performed by a landscape contractor. A breakdown of the expenditures are listed in the Budget Proposal Table below.

#### **BUDGET PROPOSAL TABLE**

Activity	Grant	City
Landscape Design		\$1,730
<ul> <li>Landscape design charrette</li> </ul>		\$925
Landscape rendering		\$805
Demolition of Area Prior to Construction	\$3,600	
<ul> <li>Plant removal and disposal</li> </ul>	\$1,000	
<ul> <li>Gravel removal and disposal, grading</li> </ul>	\$2,600	
Food Forest Construction	\$6,800	\$1,800
<ul> <li>New curb and curb cuts</li> </ul>		\$1,800
<ul> <li>Plants (trees, shrubs, cacti, and perennials)</li> </ul>	\$1,200	
<ul> <li>Labor for installing plants</li> </ul>	\$2,500	
<ul> <li>Irrigation (labor and parts)</li> </ul>	\$1,600	
Gravel (labor and material)	\$1,500	
Interpretive Sign (Illustrator, Fabricator, and Installer)		\$2,505
Food Forest Directional Sign		\$714
Botanical Signs for Trees		\$240
Adult Education		\$783
Presenter		\$200
<ul> <li>Edible Plant Give-Away to Attendees</li> </ul>		\$300
<ul> <li>Event marketing – flyers</li> </ul>		\$83
<ul> <li>Gardening Books for libraries</li> </ul>		\$200
Youth Education		\$1,081
<ul> <li>"Hotel Saguaro" puppet shows</li> </ul>		\$750
<ul> <li>"Taste Your Yard" program</li> </ul>		\$75
<ul> <li>Event marketing - flyers and posters</li> </ul>		\$256
Personnel		\$3,705.50
• Environmental Program Manager at 50 hrs. (\$37.71/hr.)		\$1,885.50
Water Conservation Specialist (Full-time) at 50 hrs.		\$1,340
(\$26.80/hr.)		
Water Conservation Specialist (Part-time) at 30 hrs.		\$480
(\$16.00/hr.)		
Volunteers - 30 hrs. x \$20.00/hr.		\$600
TOTAL	\$10,400	\$13,158.50

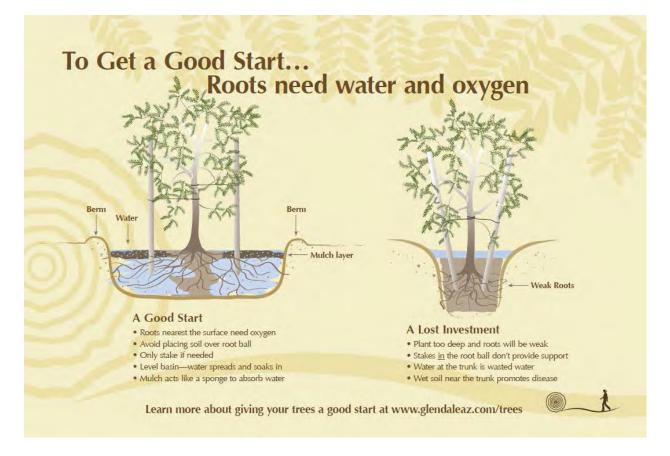
# A detailed five (5) year maintenance plan specifying the entity responsible for maintenance and how it will be accomplished.

The Desert Food Forest will be incorporated into the existing Glendale Xeriscape Demonstration Garden, which is managed by the CSL Division. CSL staff hold certifications from the International Society of Arboriculture, Maricopa County Master Gardener Program, and Smartscape Program. Since CSL staff work onsite at the Glendale Main Library/Xeriscape Demonstration Garden, the Food Forest will be monitored several times a week to ensure that the plants are properly watered and maintained. The City has contracts with professional landscape companies for various services, including tree pruning, irrigation, and general maintenance. Tree pruning is performed by a Certified Arborist as accredited by the International Society of Arboriculture. CSL staff supervise contractors and volunteers that work in the Xeriscape Garden.

YEAR	PLANT CARE ACTIVITIES
Planting	<ul> <li>Certified Arborist to be on site when plants are delivered and installed.</li> <li>Certified Arborist will inspect root ball and tree for structural defects, signs or symptoms of disease or insect damage. Trees will be rejected if problems are found.</li> <li>All trees must be planted in accordance with guidelines outlined in the University of Arizona's publication, <u>AZ1022</u>, <u>Planting Guidelines</u>: <u>Container Trees &amp; Shrubs</u>.         <ul> <li>Loosen surrounding soil to accommodate the plant root ball.</li> <li>Score the root ball to disturb the surface and to cut any circling roots. This encourages roots to grow into the surrounding soil.</li> <li>Dig tree hole no deeper than the root ball.</li> <li>The top of the root ball should be slightly (2") above the finished grade.</li> <li>Connect to existing irrigation system.</li> <li>Stake trees only if they cannot stand without proper support.</li> </ul> </li> </ul>
First Six Months	<ul> <li>Maintain more frequent watering to establish new plants.</li> <li>Check on tree stakes (if installed).</li> </ul>
Year One	<ul> <li>Adjust landscape watering to water less frequently.</li> <li>Remove tree stakes (if installed).</li> </ul>
Years Two and Three	<ul> <li>Pruning to establish a strong dominant central leader, removing or cutting back any co-dominant stems, and removing branches with included bark, poor spacing, or poor angles.</li> </ul>
Years Four and Five	<ul> <li>Move emitters to drip line.</li> <li>Pruning to establish permanent scaffold branches taking into account any needed clearance for pedestrians and vehicles and other safety concerns.</li> </ul>

#### Additional supporting material – not to exceed two (2) pages

Two examples of existing interpretive signage along the Glendale "Tree Trail." CSL staff propose to work with the Graphic Artist that has already designed nine interpretive signs at the Glendale Xeriscape Demonstration Garden.



# Additional supporting material (continued) - not to exceed two (2) pages



# ATTACHMENT B (Cover Sheet)

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

# Revised Timeline and Measurable Objectives for 2017 Community Challenge Grant

Project Title: Glendale Desert Food Forest Name of Applicant: City of Glendale Water Services Department Grant Number: CCG16-101

# **Revised Timeline**

Quarter	Tasks Completed
January-March 2017	<ul> <li>Grant agreement taken to Council. As of January 30, 2017, the next City of Glendale Council voting meeting is March 28, 2017.</li> </ul>
April-June 2017	<ul> <li>Develop partnerships to help with landscape design. Partners to include the following: Trees Matter, Maricopa County Master Gardener program, and Linking Edible Arizona Forests (LEAF) Network.</li> <li>Work with landscape architect, grant partners, and volunteers to complete the landscape design.</li> <li>Purchase edible landscaping and Southwest gardening books for the Glendale libraries.</li> <li>Offer "Hotel Saguaro" puppet shows and "Taste Your Yard" programs at the City of Glendale libraries.</li> <li>Prepare a scope of work for a landscape contractor.</li> </ul>
July-September 2017	<ul> <li>Offer "Hotel Saguaro" puppet shows and "Taste Your Yard" programs at the City of Glendale libraries.</li> <li>Prepare scopes of work for graphic artist and sign printer, manufacturer, and installer.</li> <li>Work with graphic artist to design interpretive sign.</li> <li>Work with volunteers and partners to review content for interpretive sign.</li> <li>Submit Scope of Work to landscape contractors.</li> <li>Review landscape quotes.</li> </ul>
October-December 2018	<ul> <li>Install the Glendale Food Forest Demonstration.</li> <li>Install Food Forest interpretive, directional, and botanical signs.</li> <li>Offer adult education class on Edible Tree Planting &amp; Care.</li> </ul>
January-March 2018	<ul> <li>Create Food Forest webpage on City of Glendale's website.</li> <li>Market Glendale Food Forest Demonstration to the public.</li> <li>Complete final project evaluation.</li> </ul>

# Alternative Revised Timeline

Task	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	March
	'17	'17	'17	'17	'17	'17	'17	'17	'17	'18	'18	'18
Develop partnerships												
Public presentations												
Workshops												
Tree Plantings												
Program evaluation												

#### List of Anticipated Outcomes/Measurable Objectives

# **Food Forest**

Anticipated Outcomes: 1,000 or more visitors to the Glendale Xeriscape Garden per year. City offers self-guided and guided walking tours.

Evaluation: Count number of visitors during guided tours. Count number of students that participate in the Glendale Xeriscape Garden Field Trips.

#### **Adult Education**

Anticipated Outcomes: 50 or more attendees at the Edible Tree Planting and Care class in November 2017 at the Glendale Main Library/Xeriscape Demonstration Garden.

Evaluation: Count number of attendees. Survey attendees on the benefits/barriers to landscaping with edible trees.

#### Youth Education

Anticipated Outcomes: Offer 3 "Hotel Saguaro" puppet shows and "Taste Your Yard" programs at the City of Glendale libraries for a total of 200 attendees.

Evaluation: Count number of attendees (parents/children). Survey attendees on their favorite desert edible plants.

#### **Garden Website/Social Media**

Anticipated Outcomes: Promote the Glendale Food Forest on the City's website and social media channels to achieve a reach of over 1,000 people.

Evaluation: Use Google and Facebook analytics to measure the number of visitors to the City's website and social media channels.

CSL staff will present results from the Desert Food Forest at the regional Arizona Municipal Water Users Association conservation committee, statewide Water Conservation Information Share meeting, and the Grantee Showcase.

Project: Glendale Desert Food Forest, CCG16-101

Total Project Budget (by expense type)						
Budget Detail	<u>Grant Share</u> (\$ Amount Requested)	Match		TOTAL		
		Dollars	In-Kind			
Administrative Labor:	\$0	\$0	\$0	<b>\$</b> 0		
Project Labor:	\$0	\$0	\$4,305	\$4,305		
Fringe Benefits:	\$0	\$0	\$0	\$ 0		
Travel:	\$0	\$0	\$0	\$ 0		
Equipment:	\$0	\$0	\$0	\$ 0		
Supplies:	\$3,200	\$5,723	\$0	\$8,923		
Contractual:	\$6,800	\$3,530	\$0	\$10,330		
Other:	\$0	\$0	\$0	\$ 0		
TOTAL:	\$10,000	\$9,253	\$4,305	\$23,558		

### **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). City's Match Landscape Design = \$1,730Food Forest Construction (curb cuts and demolition) = \$2,200Interpretive Sign = \$2,505Food Forest Directional Sign = \$714Botanical Signs for Trees = \$240Adult Education (class, plants, and books) = \$783Youth Education (puppet shows and edible program) = \$1,081Personnel (1 Manager, 1 Full Time Specialist, and 1 Part Time Specialist) = \$3,705.50Volunteers (30 hours x \$20/hr.) = \$600

Grant Share Demolition of Area Prior to Construction (plant and gravel removal/disposal) = \$3,200 Food Forest Construction (plants, labor, irrigation, and gravel) = \$6,800

# 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) – <u>http://www.ecfr.gov</u>. 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) <u>www.sam.gov</u>
- (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 <u>http://fedgov.dnb.com/webform</u>).

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 <u>www.sam.gov</u>.

#### PUBLICATION REQUIREMENTS

<u>A. ACKNOWLEDGEMENT IN PUBLICATIONS</u>. 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.

<u>B. NONDISCRIMINATION STATEMENT IN PUBLICATIONS</u>. 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."* 

<u>C. COPYRIGHTS</u>. 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)".

<u>B. Provision applicable to a recipient other than a private entity.</u> 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 subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

(1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(2) Includes:

i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

ii. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

#### DRUG-FREE WORKPLACE

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

#### **INVALIDITY OF PART OF THIS AGREEMENT**

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

#### COUNTERPARTS

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

#### **INTERPRETATION**

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

#### PARAGRAPH HEADINGS

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

#### GOVERNING LAW

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

#### ENTIRE AGREEMENT

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

# ATTACHMENT D

#### **Grant Reimbursement and Documentation Requirements**

Arizona State Forestry grants are federally funded and are based on reimbursement for actual costs incurred. Sub-grantees are typically required to provide a portion of the total project cost as MATCH contribution to show local investment in the project or program. Match investment must not originate from a federal source and cannot be used as a match for any other federal cost-share program. Specific match amount is identified in each grant agreement. All costs and match should conform to the approved project plan and budget contained in the grant agreement – and all reimbursements are subject to Arizona State Forestry approval. All project expenses must meet the applicable Cost Principles (2CFR200, subpart E)

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

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

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

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

- <u>Expenses not included in an approved project plan or are unnecessary</u> for the completion of the project are ineligible for reimbursement or as match.
- <u>NO FOOD or BEVERAGE purchases or donations</u> are eligible for reimbursement or as match, unless included in the project plan as budgeted travel costs, and pre-approved by State.
- <u>NO purchase of equipment or supplies for individuals</u> 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)
- <u>Poorly documented match or volunteer hours</u> 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

**<u>REIMBURSABLE PROJECT EXPENSES</u>** – 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.

<u>Supplies</u> - 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.

<u>Contracted Services</u> – 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:

<u>Cash</u> - 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.

<u>**In-kind Contributions -**</u> 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 E1
CCG/TREE	E Quarterly Perfo	ormance Report	
Grant Number:	Project Name:		
Year: G	Quarter Ending:		
Sub-grantee Name & Address:			
Name of Person Filing This Report:			
Total Number Trees Planted:	0		
Total Number In-Kind Volunteers:	Adults 0	Children 0	Total 0
Total Number In-Kind Hours:	0	0	0

**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)		

90 U000		
Reimbursable Costs	Match	Tota

This Reimbursement			
Item	Reimbursable Co	osts Matcl	h 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
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
Volunteer time	N//	\$0.00	\$0.00
In-Kind Contributions	N//	\$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 requir (provided all items are properly documented and all o		eriod's REIMBURSABLE	amount should qualify for payment
Authorized Signature		Title	Date
SIGNATURE LINE STATEMENT (Required for Pro By signing the "Grant Reimbursement Form", t Il work performed on this grant/project was compl heets submitted are in fact for work completed on nd volunteer hours are being tracked, with support	he signing agent is verifying leted in conformance with all a this project. All charges have	oplicable laws and estable been reviewed and verified	ed by a supervisor and all employee
IOTE: Reimbursements may take 60-90 days			

Arizona State Forestry

#### 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, <u>Federal Register</u> (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

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.

Form AD-1048 (1/92)

#### 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