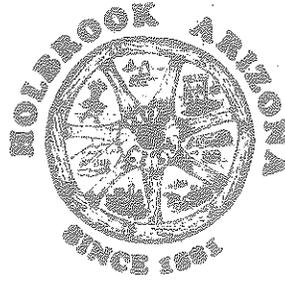


465 First Avenue  
P.O. Box 970  
Holbrook, AZ 86025

# CITY OF HOLBROOK



Telephone: (928) 524-6225  
Fax: (928) 524-2159  
holbrookcity@ci.holbrook.az.us

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AGENDA  
SPECIAL MEETING OF THE HOLBROOK CITY COUNCIL  
AUGUST 27, 2013  
6:00 P.M.

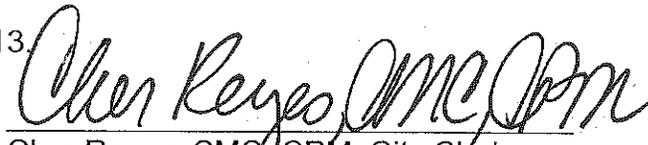
Pursuant to ARS 38-431.02, notice is hereby given to the Holbrook City Council, and to the general public, that a meeting, which is open to the public, will be held on above-mentioned date, in the City Council Chambers, at 465 First Avenue, Holbrook, Arizona. Some of the members of the City Council may choose to participate in this meeting telephonically.

The items on the following agenda are for discussion and possible consideration:

NEW BUSINESS:

- A. Discussion/possible action regarding a grant agreement with the Arizona State Forestry Division-Manager Alley.
- B. Discussion/possible action regarding returning to two (2) regular council meetings per month-Manager Alley.

Dated this 23<sup>rd</sup> Day of August 2013.

  
Cher Reyes, CMO, CPM, City Clerk

**Arizona State Forestry Grant Agreement No. VFA 12-004**  
**Volunteer Fire Assistance Program**

This grant agreement ("Agreement") is entered into by and between the ("Grantee") Arizona State Forestry Division ("State Forestry" or "State") and ("Sub-grantee"), Holbrook Volunteer Fire Department (DUNS #079000251), 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, 2013** 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 \$3,500.00**

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 Contact:**

Carl Simpson  
Holbrook Volunteer Fire Department  
P.O. Box 970  
Holbrook, AZ 86025  
928.225.1910  
[holbrookfire@cableone.net](mailto:holbrookfire@cableone.net)  
[firemn97@gmail.com](mailto:firemn97@gmail.com)

**Principal Arizona State Forestry Contact:**

Glen Buettner  
Program Coordinator  
Arizona State Forestry Division  
1110 West Washington, Suite 100  
Phoenix, AZ 85007  
602.771.141  
[glenbuettner@azsf.gov](mailto:glenbuettner@azsf.gov)

**XII. NOTICES**

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

<u>STATE FORESTRY</u>	<u>SUB-GRANTEE</u>
Glen Buettner Program Coordinator Arizona State Forestry Division 1110 West Washington, Suite 100 Phoenix, AZ 85007	Carl Simpson Fire Chief Holbrook Volunteer Fire Department P.O. Box 970 Holbrook, AZ 86025

**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

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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 OF ARIZONA

Arizona State Forestry Division  
1110 West Washington, Suite 100  
Phoenix, Arizona 85007

ACCEPTED BY SUB-GRANTEE

\_\_\_\_\_  
Signature

**Scott Hunt, Arizona State Forester**

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

\_\_\_\_\_  
Signature

**Carl Simpson, Fire Chief**

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

\_\_\_\_\_  
Signature

**Glen Buettner, VFA Program Coordinator**

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

**ATTACHMENT A**

**Project Application  
(Cover Sheet)**

**Part B**

**2012 VOLUNTEER FIRE ASSISTANCE  
GRANT PROGRAM QUESTIONNAIRE**

<b>Community Name:</b>		Holbrook, AZ
<b>Total Project Costs</b>		\$7100.94
<b>Requested Grant Amount</b>		\$3550.47
<b>Contact Person</b>		
<b>Contact:</b>	<b>Name</b>	Alex Baker
	<b>Mailing Address</b>	P.O. Box 970 Holbrook, AZ 86025
	<b>FEDERAL TAX ID</b>	86-6000251
	<b>DUNS #</b>	079002465
	<b>Phone (Work/Cell):</b>	(928)241-0291
	<b>E-Mail:</b>	holbrookfire@cableone.net
<b>1.</b>	<b>Is your community under 10,000 population? (Circle One)</b>	

- A.  (Yes) (See Item 2 below)
- B.  No (Does not qualify)

**2. Is the request for assistance for organizing, training, equipping or prevention? (Circle One)**

- A.  (Yes)
- B.  No (Does not qualify)

**3. Is your community fire organization a: (Circle One)**

- A. Legal Fire District under A.R.S., Title 48.
- B. Non-profit corporation listed with the Arizona Corporation Commission.
- C. ~~(Entity of an incorporated town or city).~~
- D. Tribal Community Fire Department \_\_\_\_\_
- E. Other (please list) \_\_\_\_\_

**4. Does your fire department currently have an intergovernmental agreement with the Arizona State Forestry Division? (Circle One)**

- A.  (Yes)
  - B.  No
- If no, do you have an agreement with a Federal Agency?  
Which one \_\_\_\_\_

5. Is more than one fire department involved in this project proposal? (Circle One)

- A. Yes
- B.  No

If yes, list names of other communities and Zip codes that are involved:

\_\_\_\_\_

6. Using Insurance Services Office ratings, what is the predominant dwelling ISO rating class within your fire boundary? (Circle One)

- A.  Eight (8) or less
- B. 9
- C. 10

7. Which aspects of the program will the community's project proposal include? Circle each item that applies.)

- A. Training
- B.  Equipment
- C. Organization
- D. Prevention

8. What is the average number of fires per year, for the last five (5) year period within your jurisdiction? (Fill in the blanks)

- A. Structural 9
- B. Wildland/Agricultural 13

9. How many communities within your fire department boundaries have received Firewise Communities USA Certification? Please list community name(s).

- A.  0
- B. 1-3
- C. 3+

Community Names: \_\_\_\_\_

10. How many acres of wildland/urban interface as defined in attachment A; page 4 section VI do you protect? (Circle One)

- A. 0 - 100
- B.  100 - 1000
- C. 1000+

11. How many wildland engines does your department have? (Circle One)

- A. More than one engine per 1000 acres protected.
- B.  Less than one engine per 1000 acres protected.

**12. Does your community border & protect Federal lands? (Circle One)**

- A.  Yes  
If yes, what Federal Agency administers these lands Bureau of Land Management
- B.  No

**13. Number of times your department has applied for or received any grants (monetary or equipment) from the following entities since October 2010? If so, please indicate with an "X" whether you applied and/or received assistance, and the amount requested/awarded.**

Granting Agency	Applied	Received	Amount
USDI Fish & Wildlife Service Rural Fire Assistance	0		
USDI Bureau of Land Management Rural Fire Assistance	0		
USDI National Park Service Service Rural Fire Assistance	0		
USDI Bureau of Indian Affairs Rural Fire Assistance	0		
USDA Forest Service Volunteer Fire Assistance	0		
FEMA Assistance to Firefighters Grant	0		
Other (Please Describe)			

**14. What percentage of your firefighting personnel are non-paid volunteers. (Circle One)**

- A.  0-25%
- B.  26-50%
- C.  51-75%

**15. What is your annual budget. (Circle One)**

- A.  \$0 - \$100,000
- B.  (\$101,000 - \$200,000)
- C.  \$201,000 - \$300,000
- D.  \$301,000+

**16. What is the total number of firefighting personnel you have on your department?**

- A.  24

17. Circle the number firefighting personnel not fully equipped with wildland fire personal protective equipment.

- A. 0
- B. 1-5
- C. 6-10
- D. 11-20
- E. (20#)

18. Circle the number of firefighter personnel on your department that need Basic Wildland Firefighter (NWCG S-130, S-190 & L-180) training:

- A. 0
- B. 1-5
- C. 6-10
- D. 11-20
- E. (20#)

19. Circle the number of fire fighter personnel who are not equipped with New Generation Fire Shelters.

- A. 0
- B. 1-5
- C. 6-10
- D. 11-20
- E. (20#)

20. Does your project proposal include purchase of New Generation Fire Shelters.

- A. Yes
- B. (No)

21. Has your Department implemented the National Incident Command System? (Please note: This information is required for Federal Fiscal year 2012 funds.)

- A. (Yes)
- B. No

22. Does your Department submit wildand fire reports to the District Forester representing your department?

- A. Yes
- B. (No)

**Please complete ALL the blanks on this form clearly and concisely. Please write "N/A" in those blanks that do not apply to your department. Failure to fully complete an application clearly may result in the loss of eligibility. Include all required attachments of any supporting documentation you wish.**

**ATTACHMENT B  
(Cover Sheet)**

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

Part C

**2012 VOLUNTEER FIRE ASSISTANCE  
GRANT PROGRAM  
PROJECT PROPOSAL/BUDGET**

<b>Grantee Name :</b>		
<b>Contact:</b>	<b>Name</b>	Holbrook Volunteer Fire Department
	<b>Address</b>	PO Box 970 Holbrook, Az 86025
	<b>Phone</b>	928-241-8678
	<b>E-Mail</b>	firemn97@gmail.com
<b>1.</b>	<b>Community Description</b>	Holbrook, Arizona is located in northeastern Arizona along interstate 40. The city of Holbrook is comprised of approximately 15 miles surrounded by high dessert grasslands with the Little Colorado river running through the city. The population is approximately 5000.
<b>2.</b>	<b>Project Category</b>	<input type="checkbox"/> Training <input type="checkbox"/> Organizing <input type="checkbox"/> Equipping <input type="checkbox"/> Prevention
<b>3.</b>	<b>Project Category: Please note: Preliminary awards will be based upon the estimates that you submit, so please be as accurate as possible; vendor-provided estimates are encouraged.</b>	Equipping P25 Compliant Radio upgrades  <b>1 7 H66KDD9PW5BN ASTRO DIGITAL XTS1500 VHF MODEL</b>  <b>1.5 1-5 96 CHANNEL (DISPLAY)</b>

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**VFA Detailed Project Budget**

**Part A Project Fund Sources by Organization\***

	Grant \$	City of Holbrook			Total
<b>Dollars</b>	3,500.00	3918.24			<b>\$6,918.24</b>
<b>Donations</b>					
<b>Volunteer</b>					
<b>Total</b>					

\*Organization examples: Home Owners, Local Gov., Tribes, State, Federal, etc. List actual names of cities, fire departments etc. in the column headings.

**Part B Project Expenditures By Organization**

Project Description/Expenditures	Grant \$	Priority Number	Estimated cost per Item	Quantity	Estimated Total Cost
Mobile Radio, VHF 64 ch, Motorola	7	1	858.79	7	\$6,011.53
<b>Sub Total</b>					<b>\$6,918.24</b>
<b>Tax 7.1%</b>		491.	470.74	1	491.19
<b>Total</b>					<b>\$7,409.43</b>

List Expenditures or work activities in the left column i.e. Training and Equipping. See Attachment A for Volunteer Fire Assistance. Please provide specific prices and quantity for each type of item ordered. Example: 10 pairs of wildland pants at \$85 each for a total of \$850.

**JUSTIFICATION STATEMENT** (Describe the need for Cooperative Fire Protection Assistance and tell how the project or purchase will address the need. Supporting documentation or other testimonies from concerned interests other than the applicant, including U.S. Forest Service, may be attached. If additional space is needed in addition to the next page (3), please attach additional sheets to this application.

**JUSTIFICATION STATEMENT/SUPPORTING DOCUMENTATION**

**The Holbrook Volunteer Fire Department is seeking this grant in order to comply with the APCO Project 25 standards. Funds received via this grant will enable all of HVFD radio equipment to operate in the VHF spectrum of 136Mhz to 174 Mhz and be fully P25 compliant.**

**This will enable the Holbrook Fire department to more effectively communicate with surrounding departments as well as the Arizona State Forestry, forest service and any other entity that may be involved in wildland suppression activities.**

## **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:

<b>Grantee Structure</b>	<b>Administrative Requirements</b>	<b>Cost Principles</b>
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/](http://www.gpoaccess.gov/cfr/)  
OMB (Office of Management and Budget) - [www.whitehouse.gov/omb/grants](http://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](http://www.epls.gov) or System for Award Management (SAM) – [www.sam.gov](http://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 REQUIREMENTS

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

**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 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.

#### 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.

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**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: \_\_\_\_\_

**(Attach additional pages as needed)**

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

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

- 1)
- 2)
- 3)

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

List key project objectives and current overall status:

- 1)
- 2)
- 3)

**ASFD 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:**

**Reimbursement Period:** \_\_\_\_\_

Items	Reimbursable Costs	Match	Total
Paid staff		\$	-
Contracted Services		\$	-
Volunteer time	N/A	\$	-
Landowner Reimbursements		\$	-
Landowner MATCH	N/A	\$	-
In-Kind Contributions	N/A	\$	-
Equipment & Supplies		\$	-
Other		\$	-
Other		\$	-
Other		\$	-
<b>Total:</b>	\$ -	\$ -	\$ -
<p>* As long as the <b>TOTAL MATCH</b> meets the required amount, the <b>TOTAL REIMBURSABLE</b> should qualify for payment (provided all items are properly documented and all other grant requirements are met.)</p>			

Sign here: \_\_\_\_\_

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 the project and have been reviewed and verified by a supervisor and all employee and volunteer hours are being tracked and support documentation is on file and readily available to any auditing agent. Reimbursements typically take 60-90 days after approval of all documentation.

U.S. DEPARTMENT OF AGRICULTURE

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

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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.

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Organization Name

PR/Award Number or Project Name

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

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Signature(s)

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

USDA Department of Agriculture  
Forest Service

**LOBBYING CERTIFICATION**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Name of Authorized Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date