# Livestock & Crop Conservation Grant Program

*Helping Preserve Arizona's Open Spaces*

## GRANT MANUAL
## and
## APPLICATION PACKAGE

Fiscal Year 2007 Funding Cycle

**APPLICATION DUE DATE:**
**3:00 P.M., Friday, March 16, 2007**

**All forms necessary to complete an application are available in this manual.**
**Additional copies of this publication may be obtained from our web site at:**

**http://www.azda.gov/Main/lccgpManual.pdf**

JANET NAPOLITANO
Governor

DONALD BUTLER
Director

# Arizona Department of Agriculture

1688 W. Adams Street, Phoenix, Arizona 85007
(602) 542-4373 www.azda.gov

January 1, 2007

Dear Grant Applicant,

The Arizona Department of Agriculture is pleased to announce the Fiscal Year 2007 grant cycle of the Livestock & Crop Conservation Grant Program (LCCGP) and provide you with the current Grant Manual & Application Package. The LCCGP is a specialized grant program that provides funding for conservation projects on Arizona ranches and farms. In the Fiscal Year 2005 grant cycle the LCCGP awarded 56 grants totaling more than $3.4 million in grant funding.

It is the intent of the LCCGP to reduce the fragmentation of open spaces in rural areas. As the public continues to demand more benefits from open spaces in rural areas, the pressure for ranching and farming families to sell privately held land to a multitude of buyers can eventually become their most feasible option for financial relief. The LCCGP is designed to offer some relief to this pressure by assisting ranching and farming families with the implementation of conservation practices that ultimately provide for the preservation of open space.

Please take the time to read this grant manual carefully. In addition, the Department encourages all grant applicants to attend one of the grant application workshops. The grant application workshop schedule is provided in this manual.

Thank you for your interest in this important program and we look forward to receiving your application.

Sincerely,

Donald Butler

Donald Butler

Director

**Livestock and Crop Conservation Grant Program**
**FY 2007 Grant Manual & Application Package**

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This manual is designed to assist applicants with the preparation of applications for grant monies from the Livestock & Crop Conservation Grant Program (LCCGP) Fiscal Year 2007 funding cycle. Section I of the grant manual provides background information on the Arizona Department of Agriculture LCCGP granting process. Section II contains information describing how to complete a grant application. Section III contains information on the process of grant awards and contracts. Section IV contains all necessary grant application forms and instructions. Section V contains appendices A – D. Solicitation and award of LCCGP grants shall be pursuant to A.R.S. §41-2701 *et seq.*

# I. General Application Information

The following section provides background information on the LCCGP.

## I. A. Purpose of the Livestock & Crop Conservation Grant Program

The Livestock & Crop Conservation Fund was established by the Arizona Legislature in 2003 (A.R.S. § 41-511.23(G)(1)). As a result of the creation of the Livestock & Crop Conservation Fund, the Arizona Department of Agriculture is required to develop, implement and administer the LCCGP. The primary purpose of the LCCGP is to provide a source of funding through at least FY 2011 to individual landowners and lessees of State or Federal land who desire to implement conservation based management alternatives using livestock or crop production practices, or reduce livestock or crop production, to provide wildlife habitat or other public benefits that preserve open space.

The Arizona Department of Agriculture is required to provide the public with notice and the opportunity to comment on the annual grant program guidelines and criteria through a sixty (60) day public comment period which may include public hearings. The guidelines and criteria contained within this manual undergo this public process and are drafted in response to public input, research of similar conservation grant programs, and meetings with representatives from the agricultural, natural resource, land management and conservation communities. As a result, the LCCGP may be adjusted as the Department refines the grant program to meet the needs of the constituents of the State of Arizona.

## I. B. Funding Source and Available Funds

Two sources of funding support the Livestock & Crop Conservation Fund: (1) the public conservation account and, (2) the conservation donation account. The public conservation account consists of monies appropriated to the account from the state general fund and monies from any other designated source. The conservation donation account consists of monies received as donations. Both the public conservation account and the conservation donation account are housed in the Land Conservation Fund administered by Arizona State Parks.

By Arizona statute, the Livestock & Crop Conservation Fund shall receive two million dollars each fiscal year for program implementation and administration. Currently, the program is running on a bi-annual cycle. As a result, approximately $4 million is available in grant awards for the FY 2007 funding

cycle. Multiple grants will be awarded during each funding cycle. However, no more than 50% of the grant funds may be awarded with respect to projects in any one county per each fiscal year of funding.

## I. C. Eligible Applicants

Eligible applicants include:

- Individual Landowners
- Grazing or agricultural lessees of State or Federal land
- Groups of individual landowners or agricultural lessees desiring to work together on a landscape scale project

In light of the intent of the legislation that authorizes the LCCGP, ADA strongly encourages those applicants with the greatest need for these funds to apply. Applicants with the greatest need would include (but are not limited to) those who are considering subdividing their private property as a last resort to financially maintain their operation and/or applicants running smaller operations.

## I. D. Eligible Projects

During the FY 2007 funding cycle, the following types of projects will be considered eligible for funding:

1. **Use of LCCGP funds as matching funds to other conservation grant/financial assistance programs.** For example, if the applicant is participating in or plans to apply for USDA-NRCS EQIP, LCCGP funds could be awarded for use as matching funds to the EQIP grant contract.

   **Please Note**:
   The use of USDA-NRCS EQIP above is purely an example of a conservation grant program that requires matching funds from the applicant. Any conservation grant program that requires or encourages matching funds from the applicant will be considered. Other examples of conservation grant programs that require or encourage matching funds include (but are not limited to):
   - Arizona Game & Fish Department, Landowner Incentive Program
   - Arizona Water Protection Fund
   - Arizona Department of Environmental Quality, Water Quality Improvement Grant Program
   - US Fish and Wildlife Service, Partners for Fish and Wildlife Program

   LCCGP grant funding for this type of proposal can be made retroactive to July 1, 2005. For example, **if the applicant has an existing grant contract with USDA-NRCS EQIP** that began before July 1, 2005, only those matching funds that have been required since July 1, 2005, will be eligible for funding under the LCCGP.

   LCCGP grant funding for this type of proposal may be awarded for future conservation grant contracts. For example, **if the applicant will be applying for a USDA-NRCS EQIP grant**, the applicant could show awarded LCCGP funds as the source of required match on the EQIP application. In that instance, no LCCGP funds will be disbursed unless the applicant is awarded the EQIP grant or until the EQIP contract is fully executed.

2. **Use of LCCGP funds to cover the costs of livestock deferment related to conservation management practices related to the agricultural operation.** For example, if the applicant chooses to implement a conservation management practice such as prescribed burning or herbicide application that requires the deferment of livestock, the applicant may apply for LCCGP funds to cover the costs associated with deferring livestock.

3. **LCCGP funds may be used for on the ground projects related to conservation management associated with the agricultural operation.** For example, the applicant may choose to install a fence to protect a riparian area or may extend pipeline and install additional troughs to provide water to wildlife and cattle.

   LCCGP funds may also be used to have a Threatened and Endangered Species Survey completed. However, if an applicant chooses to apply to have a survey done, they will be required to provide a certain percentage of the cost of the survey. **LCCGP funds will not be awarded for the entire amount of the survey.** The percentage of match required from the applicant will be determined using the NRCS required match in the area. For example, if NRCS requires a fifty percent match, LCCGP will require the same, meaning that LCCGP will cover half of the cost of the survey and the applicant will cover the other half.

**NOTE:** *T&E Surveys must be done by a Qualified Biologist.*

Eligible applicants must submit a project proposal that clearly describes the implementation of conservation based management alternatives using livestock or crop production or reduction practices.

- LCCGP funds are available for funding projects that take place on Private, State and/or Federal land.

- More than one project application per applicant may be submitted. However, **only one** project application will be funded per applicant.

**NOTE**: *Projects that are part of an enforcement action required by a regulatory agency are* ***ineligible*** *for funding.*

**I. E. Permitting Requirements**

LCCGP funded projects may involve conducting work that requires permits and clearances from various agencies. The Arizona Department of Agriculture does not determine which, if any, permits are required for specific projects, nor does it review permits for accuracy or appropriateness. Applicants are responsible for determining that all necessary permits that apply to their project are identified and obtained. Below is a basic list of some permits that may be required.

| **REGULATION / PERMIT** | **REGULATORY AUTHORITY** |
|---|---|
| **Local:** | |
| Floodplain Ordinances | County |
| Planning and Zoning Ordinances | City and County |

| | |
|---|---|
| **State:** | |
| Floodplain Use Permits | ADWR |
| Water Quality Certification (Section 401) | ADEQ |
| Aquifer Protection Permits | ADEQ |
| Wastewater Reuse Permits | ADEQ |
| Groundwater and Surface Water Laws | ADWR |
| State Historic Preservation Act | SHPO |
| Special Use Permits | ASLD |
| Arizona Native Plant Laws | ADA |
| **Federal:** | |
| Clean Water Act (CWA) (Section 404): Dredge and Fill | COE |
| CWA: Section 10 Rivers and Harbors Acts | COE |
| Wilderness or Wild and Scenic River Acts | BLM / USFS |
| Endangered Species Act | USFWS |
| National Environmental Policy Act | BLM / USFS |
| Special Use Permits | BLM / USFS |

To obtain more detailed information about specific permits, contact the regulatory authority. Contact information for all the above listed regulatory authorities can be found on the List of Agency Addresses and Telephone Numbers on page 37 of this manual. The list of permits provided in this manual is not meant to be all inclusive, and it is the responsibility of the applicant to address all permit issues with regard to their project. Applicants are encouraged to arrange pre-application meetings with appropriate federal, state and local government agencies to determine costs, requirements, processes, time schedules and documentation required for proposed permit applications.

**NOTE:** *The Arizona Department of Water Resources (ADWR) is currently in the process of adjudicating surface water use rights in the Gila River and the Little Colorado River basins. If your proposed project lies within one of those basins, please contact ADWR to discuss your application.*

**NOTE:** *Some permits and clearances, such as NEPA, can take a significant amount of time to obtain. Please take this into consideration when applying for a grant.*

**NOTE:** ***State Historic Preservation Office (SHPO) clearance is required for all projects funded by the State of Arizona.*** *If your project is funded through the LCCGP, you will be required to obtain SHPO clearance, even if your project site is on private or federal land. See the SHPO Certification Form on page 32 of this manual.*

For a brief summary of the permits listed in the table above, see Appendix C: Permit Summary on page 38 of this manual.

## I. F. Grant Application Workshops

ADA staff will conduct LCCGP workshops for potential applicants throughout the state to present the grant program and provide information on how to apply for grant funds. Workshops are optional, but will help assure that you have the most up-to-date information available.

**NOTE:** *If we do not have at least five (5) people signed up to attend a grant workshop, the workshop*

*will be cancelled. We can only notify and reschedule a meeting with those who have contacted us.* ***Please RSVP at least one week prior to the workshop you plan to attend.***

The dates, locations and times of the workshops are as follows:

| WORKSHOP DATE | TIME | LOCATION |
|---|---|---|
| January 17, 2007 | 1:00 PM – 3:00 PM | Cochise College<br>Benson Center<br>1025 State Route 90<br>Benson, AZ<br>(520) 586-1981 |
| January 18, 2007 | 1:00 PM – 3:00 PM | Cooperative Extension<br>Globe Office, Conference Rm<br>5515 S. Apache Ave., #600<br>Globe, AZ<br>(928) 425-7179 |
| January 19, 2007 | 1:00 PM – 3:00 PM | Northland Pioneer College<br>White Mountain Campus<br>Ponderosa Center, Rm. 101<br>1001 W. Deuce of Clubs Ave.<br>Show Low, AZ<br>(928) 532-6111 |
| January 25, 2007 | 4:30 PM – 6:00 PM | Fredonia High School<br>Library<br>222 North 200 East<br>Fredonia, AZ<br>(928) 643-7333 |
| January 26, 2007 | 10:00 AM – 12:00 PM | Yavapai College<br>Chino Valley Center, Rm. 119<br>2275 Old Home Manor Dr.<br>Chino Valley, AZ<br>(928) 717-7720 |

**I. G. Application Due Date and General Instructions**

Applicants must submit their application package, including all necessary forms and documents, to the Phoenix office of the Arizona Department of Agriculture by:

**3:00 p.m. Friday, March 16, 2007**

**Late applications will not be accepted.**

**Submit one (1) original and (5) copies of the grant application package to:**

**The Arizona Department of Agriculture**
**Livestock & Crop Conservation Grant Program**
**1688 W. Adams St.**
**Phoenix, AZ 85007**

Your application package must be physically submitted or mailed in a sealed envelope or package. ADA cannot accept applications via fax or e-mail. The original copy of the application should be clearly labeled "original" and must include all required forms with original ink signatures by the person who is legally authorized to enter into an agreement on behalf of the applicant. **Failure to include required information will result in the rejection of your application.**

You may submit your application early to be reviewed for completeness by ADA staff. All applications being submitted for review must be received by **3:00pm Friday, February 16, 2007**. This will allow staff time to review the application and alert the applicant if any required information is missing. The applicant will then have the opportunity to submit the missing information**. Remember, ALL information MUST be submitted by 3:00pm Friday, March 16, 2007. Failure to include required information will result in the rejection of your application.**

## I. H. Application Evaluation & Selection Process

All application packages will be evaluated by the LCCGP Evaluation Team after the grant application submittal deadline. The Evaluation Team will be made up of at least three individuals with the appropriate background and expertise necessary to evaluate project proposals. The Evaluation Team may include individuals representing stakeholder groups such as land management agencies (USFS, BLM, ASLD), USDA-NRCS, the universities, the conservation community and the agriculture community.

The Evaluation Team will use the FY 2007 LCCGP Application Rating Criteria to rank applications (see page 8). After the applications have been ranked, project proposals will be reviewed and grant award recommendations will be made based on the application ranking and the strength of the project proposal as determined by the Evaluation Team. During the evaluation process, the Evaluation Team will be guided by the information you provide. You may be requested to supply additional information and may also be asked to revise your application based on new information submitted.

The LCCGP Evaluation Team may adjust monetary grant requests, project proposal scopes of work and/or project budgets. Once the Evaluation Team has completed their ranking of applications and project proposal review, they will make grant award recommendations to the ADA Director.

**NOTE**: *ADA may place a per applicant cap on grant awards. If you submit a group application, the same per applicant cap will apply. A higher cap will NOT be set for group applications.*

Applicants will be notified by mail as to whether or not they received a grant award after the evaluation process is completed. Applicants approved by ADA for grant funding will also be sent a Grant Agreement (contract) to sign (See Appendix D: Grant Contract Template, Page 40). **ADA anticipates that grant awards and notification will be made in July 2007.**

After grant awards have been made, all applications and the associated evaluations will be made available to the public. ADA may determine that trade secrets or proprietary information may continue to be held confidential. If you believe that any of the information contained in your application should be held confidential you must designate that information as "confidential" in your application, and provide an explanation as to why it should be held confidential.

## I. I. FY 2007 Application Rating Criteria

All grant applications submitted during the FY 2007 LCCGP funding cycle will be ranked according to the following criteria:

**1. Conservation Management**

- Existence and utilization of a ranch/farm management plan (this plan must be current and apply to the **entire** operation. Please do not just submit a Forest Service Allotment Management Plan). This plan should include a description of the current conditions of the operation, goals the producer has set for improving the operation, a plan of how the producer intends to achieve those goals and a plan for monitoring the conditions of the operation.
- Utilization and application of ranch/farm management plan monitoring mechanism(s).
- Past implementation of conservation based practices on operation through partnerships with outside public or private entities.

**2. Livestock Management**

- Required reduction in livestock numbers during past five (5) years on State or Federal permit/lease.
- Voluntary reduction in livestock numbers during past five (5) years on Private Land or State or Federal permit/lease for conservation purposes.
- Good standing/in compliance with State or Federal land management agency.

**3. Wildlife and Habitat**

- Federally listed or proposed threatened or endangered (T&E) species present on any part of the operation, or the presence of critical habitat for T&E species.
- Suitable habitat for threatened or endangered species present on any part of the operation.
- Conservation priority listing generated by an outside entity/agency includes ranch/farm property.

**4. Open Space Preservation**

- Landowner has a conservation easement (or is in the process of obtaining one).
- Private property affiliated with the operation is part of a contiguous, unfragmented landscape.
- Landowner provides public access on or through private property.
- Property type where proposed project will take place (private, state or federal).
- Ranch/farm holdings include a State Land Lease.

**5. Partnerships**

- Operation is part of a collaborative partnership with any private, local, state or federal entity.
- Applicant will use grant funds as matching funds to another conservation grant program.
- The applicant will provide in-kind labor or will reduce project expenses through partnering with another entity.
- The applicant will provide an in-kind match apart from a partnership with another entity.

To view the point values associated with the above rating criteria, see the Rating Criteria Questionnaire on page 21 of this manual.

## II. How to Submit an Application

The following describes how to submit an application for LCCGP funding. Please read this information carefully and follow all directions.

### II. A. Application Guidelines

Complete the LCCGP Application Package that is included in this manual (begins on page 14). Make sure to respond to all items and include all required forms and certifications. You can use the forms provided or create your own using 8.5" x 11" size paper. **If you create your own forms, they must contain the same information in the same order as the ones provided in this manual**. All pages of your application must be typed (preferred) or clearly printed using a font size no smaller than 10 point. With the exception of USGS maps, all project maps should be 8.5" x 11". **If you choose to hand-print your application and the Evaluation Team is unable to read your writing, your application may be considered ineligible.**

**REMINDER**: *You must submit **one (1) original and (5) copies** of the grant application package.*

All application forms included in this manual must be completely filled out and submitted with the grant application package. **Failure to include required information will result in the rejection of your application.**

### II. B. Planning and Writing Your Project Proposal

Before filling out the Project Proposal Form, you should pre-plan your project and know:

- How the project needs to be structured
- What the project components are
- When and what personnel are needed
- How much it will cost to complete (detailed budget – see example in Project Proposal Form Instructions).

Read and familiarize yourself with all sections of this manual. Make sure your proposed project addresses all the described requirements of the Project Proposal Form.

Grant awards are implemented through contracts, which may extend several years in duration depending on the type of project. **ADA staff will write your contract based on your application, so it is important that you carefully complete the application forms**. If you need more space than that provided on any application form, attach extra sheets as needed. However, please do not exceed the set word limitations.

**You need to provide attachments, maps, drawings and/or photographs to clarify and describe what you plan to do, where, and how you plan to do it.**

**Matching Funds** are not required for most projects in this grant program, but they are encouraged (Matching funds are required for T&E Species Surveys). However, if you intend to provide matching funds, your project budget should reflect the value of the matching funds you intend to provide.

Applicants that provide matching funds or cost efficiency savings may receive additional points through the ranking criteria (see page 22 - 23, Rating Criteria Questionnaire #5C and D).

**Project Cash Flow**: Be aware of the timing and amount of money (cash flow) needed to complete the project specified within your application. If you are selected for a grant award, **payments are generally made on a reimbursable basis**. Grantees must provide assurance that the work has been completed (receipts, invoices, etc.) in order to receive reimbursement.

**If you are an individual that will have a difficult time waiting for reimbursement, be sure to specify in your project proposal that you may need an advance payment and clearly state the reason(s) why an advance is needed.**

*****If you request advance payment, you will be required to submit a quarterly update to the ADA that includes a description of the use of the funds, a revised budget showing the actual costs of the work done to that point and receipts for work done and supplies purchased. Also, if there are any remaining funds, you must explain how they will be used in the next phase of the project or you must return them to the Arizona Department of Agriculture.**

**NOTE**: *If you are selected for a grant award, you must account for your expenditures on an actual cost basis not to exceed the grant award amount. You may not request additional funds should you have cost overruns. If you have cost overruns, the ADA will not be responsible for reimbursement of those costs.*

## II. C. Project Proposal and Application Preparation Hints

- The most important thing to keep in mind while writing your project proposal is that the purpose of the LCCGP is to fund projects that 'implement conservation based management alternatives using livestock or crop production practices, or reduce livestock or crop production, to provide wildlife habitat or other public benefits that preserve open space'. **You MUST demonstrate through your project proposal how your conservation project will provide some sort of public benefit that preserves open space.** If you submit a project proposal that simply states that you need additional fencing to achieve better pasture rotation, it is unlikely that your project will be funded. You need to clearly connect the 'conservation based management' practice (such as fencing a riparian area) to the public benefit it provides (such as protecting/enhancing riparian habitat and/or water quality) and how this helps to preserve open space (allows you to have better pasture rotation resulting in better productivity, which allows you to keep your private property intact).

- If you will be implementing a project on State or Federal land, be sure to review your project proposal with the appropriate land management agency prior to submitting your application, and be sure to gain the approval of the land management agency to go forward with the project. **If you are awarded funds for a project that will take place on State or Federal land that cannot be implemented due to the disapproval of your land management agency, you will be required to repay all grant funds that you have received.**

- Be sure to include maps that are appropriate to your project. On the map of Arizona in the application packet, indicate where your operation is located in the state. Also, include maps that show where your project is located on the operation and a topographical map of the project area.

Make sure your map precisely illustrates the project you are proposing to give the evaluators a clear understanding of what you are planning to do. Make this map as detailed as possible. (Please contact your local Natural Resources Conservation Service (NRCS), Forest Service or University of Arizona Cooperative Extension offices to obtain maps. You may also use the websites listed in Appendix B (Page 37) to help you with maps. The project/topographical map should be in a 1:24,000 scale). All maps except USGS maps should be in 8.5" x 11" size.

- If the space supplied within a certain form or section is insufficient, please attach the information requested on a separate sheet of paper, but do not change the order of the application and do not exceed the word limitations.

- The Arizona Department of Agriculture does not determine which, if any, permits are required for specific projects. Applicants are responsible for determining that all necessary permits that apply to their project are identified and obtained.

** State Historic Preservation Office (SHPO) clearance is required for all projects funded by the State of Arizona. If applicable, the Applicant shall obtain SHPO clearance prior to any ground disturbing work. The Applicant certifies by signing the SHPO Certification Form included in the Grant Application that all necessary steps to comply with SHPO will be taken. If the Applicant is unsure as to whether or not SHPO clearance is necessary, the Applicant shall contact SHPO for determination by calling (602) 542-4009 or contact the LCCGP Coordinator.

### II. D. Phone Numbers for Questions

Please contact the LCCGP Coordinator if you have any questions:

Karol Brill
LCCGP Coordinator
Arizona Department of Agriculture
1688 West Adams Street
Phoenix, Arizona 85007
Phone: (602) 542-0972
Toll Free Outside Maricopa County: (800) 294-0308
Fax: (602) 364-0830
E-mail: kbrill@azda.gov

## III. Grant Awards & Reporting

### III. A. Notification of Award and Grant Agreement

Applicants will be notified in writing as to whether or not they received a grant award after the evaluation process is completed. Following notification of grant awards, grant recipients will be sent original Grant Agreements (contracts). **Grant Agreements must be signed and returned to ADA within 30 days of receipt. Failure to submit an executed copy of the Grant Agreement within 30 days of receipt will result in the loss of awarded grant funds, unless the delay was caused by circumstances outside of the control of the grant recipient.**

**NOTE:** *Please do not contact the Arizona Department of Agriculture or any member of the Evaluation Team to check on the status of your application. All applicants will be notified in writing as to whether or not they received a grant award after the evaluation process is completed.*

**The Grant Agreement will include language regarding the subdivision of private property affiliated with the ranch/farm*. Grant recipients may not sub-divide private property for the duration of the grant contract. The contract terms will provide that if private property is subdivided during the grant contract period, the grant recipient will be required to repay all funds allocated under the contract. Please see Appendix D, paragraph 19C.**

*"Ranch" or "Farm" means privately owned property and leased property of the Grantee that is utilized in relation to the ranching/farming operation.

### III. B. Records and Reporting Requirements

The grant recipient will be responsible for setting up and maintaining a project file that contains all records of correspondence with ADA, receipts, invoices and copies of all reports and documents associated with the project. These records must be maintained for five (5) years after the submission of the final report indicating project completion.

Included with every reimbursement request, the Grantee shall submit to the Program Coordinator a budget report and a brief narrative report. Reimbursement requests may be submitted on a quarterly basis or less frequently if no expenses have occurred. A paper copy of the budget and narrative reports shall be mailed to the Department. The reports shall include, but are not limited to, budget expenditures, in-kind expenditures, and a brief narrative of the project's progress, as applicable. The Grantee must obtain Program Coordinator pre-approval before any funds are reallocated within the original/approved budget in the Grant Application. The Grantee is responsible for responding to any inquiries from the Department.

The Grantee may request advance payment of partial grant funds. The Grantee shall submit written justification to the Program Coordinator explaining the need for a funding advance and detailed documentation justifying the amount of the advance requested. Funding advances will be subject to Program Coordinator approval. If advance payment is made, the Grantee shall demonstrate that all advanced monies have been expended prior to requesting reimbursement for other allowable expenses. If funds are advanced, the Grantee will be required to submit a quarterly update to the ADA that includes a brief narrative report describing the outcome of the work done / purchases made with advanced funds, a revised advanced funds budget report with paid receipts attached showing the actual cost of all items purchased and the balance of any advanced funds remaining. If there are remaining advanced funds, an explanation of how those funds will be spent (i.e. will be applied to the next part of the project, or will be returned to the Department) must also be attached.

The Grantee shall identify the Grant Contract Number and Task Number(s) completed in all reports submitted to the Program Coordinator.

On an annual basis until the project is completed and the contract is terminated, the Grantee shall submit to the Program Coordinator a budget report and narrative report. The reports shall include, but are not limited to, budget expenditures, in-kind expenditures and a narrative detailing how grant funds were

used to achieve project objectives to date as outlined by the Grantee in the Grant Application. Reports must be sent to ADA no later than thirty (30) calendar days after the close of each twelve month period.

At the end of the project, a final budget report and a final narrative report must be submitted and approved by the Department. The final narrative report shall include at a minimum: a summary of the project goals and objectives, project results or outcomes (including any data or photos), aspects of the project that worked well and things that did not work well, any public involvement and coordination, how the project has preserved open space, and how the project has benefited the State of Arizona. The Department will not disburse final payment until the final report and all requirements of the Grant Agreement have been fulfilled. All remaining grant funds or outstanding grant funds must be reconciled.

The Grantee shall include the following language in all reports prepared for this Contract, and in any publication of reports, or results generated with the financial support of the Arizona Department of Agriculture:

a) "The Arizona Department of Agriculture has funded all or a portion of this Project."
b) "The views or findings presented are the Grantee's and do not necessarily represent those of the State, or the Arizona Department of Agriculture."

**III. C. General Indemnification**

To the extent permitted by A.R.S. § 41-621 and § 35-154, the ADA, its employees, advisory council members, and contractors shall be indemnified and held harmless by the applicant and all persons hired by and associated with the applicant for any liability as a result of work performed due to the filing of this application or as a result of enforcement or monitoring undertaken due to the grant.

## IV. Application Package

All forms necessary to complete a LCCGP Application Package are contained in this section. Instructions on how to fill out each application form are also contained in this section. The application forms are in the following order:

**A. Grant Application Cover Letter**
**B. Applicant and Project Information Form Instructions**
**Applicant and Project Information Form**
**C. Rating Criteria Questionnaire – Definition of Terms**
**Rating Criteria Questionnaire**
**D. Land Management Agency Verification Form**
**E. Project Proposal Form Instructions**
**Project Proposal Form**
**F. Map of Arizona**
**G. SHPO Certification Form**
**H. Group Application Instructions and Checklist**
I. **Application Package Checklist**

**Livestock and Crop Conservation Grant Program**
**FY 2007 Grant Application Package**
**GRANT APPLICATION COVER LETTER**

Include a cover letter as the first page of your application. The cover letter must address the following points:

1. Reason(s) for applying to the LCCGP.
2. A short summary (100 words or less) of your proposed project, including what problem will be addressed and what the project will accomplish.
3. A short summary (75 words or less) explaining what public benefit(s) your project will provide and how it will preserve open space.
4. A short summary (50 word or less) describing any producers, agencies, etc that you will be partnering with on your proposed project.

**Livestock and Crop Conservation Grant Program**
**FY 2007 Grant Application Package**
**APPLICANT AND PROJECT INFORMATION FORM - INSTRUCTIONS**

1. **Project Title –** Using five to seven words, title your project in a way that is clear and descriptive.

2. **Project Summary –** In one paragraph or less, sum up the overall project (why is it needed/important, what will be accomplished and how). Include whether you are applying for matching funds. If you are applying as part of a group, describe the portion of the project taking place on your operation.

3. **Type of Project –** Check the box that applies to the appropriate type of project. For descriptions of project types, reference 'Eligible Projects' on page 3 of this manual. NOTE: In this section, "Matching Funds" indicates that the applicant is applying for matching funds to be put toward a contract with another Agency. This is NOT a reference to an "In-Kind" match being provided by the applicant.

4. **Proposed Project Will Take Place On –** Check all boxes that apply to the land type where the project will take place. For example, if the project will take place partially on your private land and partially on State land, check both the Private Property and State Trust Land boxes.

5. **Project Start / End Date –** Enter the date you intend to begin the project and the date you anticipate the project will be completed.

6. **Location of Project –** Enter the section, township and range coordinates of the **project location**. On the map of Arizona included in the application packet, show where your operation is located in the state. Also, include maps showing where your project is located on the operation and a topographical map of the project area. Make sure your map precisely illustrates the project you are proposing to give the evaluators a clear understanding of what you are planning to do (all maps except USGS maps should be in 8.5" x 11" size). You may contact your local Natural Resources Conservation Service (NRCS), Forest Service or University of Arizona Cooperative Extension offices to obtain maps. You may also use the websites listed in Appendix B to help you with maps. The project/topographical map should be in a 1:24,000 scale.

7. **Applicant Information**
   *Applicant Name* – Exact name of entity/individual receiving funds and reporting funds on their tax return.
   *Ranch/Farm Name*
   *Address* – Mailing address of the applicant.
   *State Legislative District* – If you do not know your Legislative District, this information can be obtained from your County Recorder's office.
   *Congressional District* - If you do not know your Congressional District, this information can be obtained from your County Recorder's office.

8. **Project Manager / Contact Person –** Enter the applicable information for the person that will have day to day knowledge of the project. This is the person that will be contacted if project clarification is required.

9. **Project Costs**
   *LCCGP Funds Requested* – Enter the amount of your grant request.
   *Matching Funds* – Enter the amount (if any) that another Agency will provide.
   *In-Kind Match* – Enter the amount (if any) that the applicant will provide (an In-Kind match includes any time/labor, supplies, or equipment use that the applicant will contribute and not receive reimbursement for).
   *Total Project Cost* – Enter the total project cost, which equals the grant request plus the match amount.

10. **Applicant Signature –** Must be the signature of the individual legally authorized to conduct all official business relating to the project.

**Livestock and Crop Conservation Grant Program**
**FY 2007 Grant Application Package**
**APPLICANT AND PROJECT INFORMATION FORM**

| Fill in all information on this page. Information should be typed or clearly printed. |
|---|

| |
|---|
| **1. Project Title** – *Please limit the length of the title to one line.* |
| **2. Project Summary** – *Sum up the overall project in a few sentences (if you are applying as part of a group, sum up the portion of the project being done on your operation).* |
| **3. Type of Project:**<br>❑ Matching Funds to Other Conservation Grant/Financial Assistance Program<br>❑ On the Ground Conservation Project<br>❑ Deferment Funding in Relation to Other Conservation Project |
| **4. Proposed Project Will Take Place On** – *check all that apply:*<br>❑ Private Property<br>❑ State Trust Land<br>❑ Federal Land |
| **5. Project Start Date:_____ Project End Date:_____** |
| **6. Location of Project** – *Attach maps (see instruction sheet), all maps (except USGS) should be in 8.5" x 11" size*<br>Section:_____ Township:_____ Range:_____ |
| **7. Applicant Information:**<br>Applicant Name:<br>Ranch/Farm Name:<br>Address:<br>Address:<br>City:<br>State:<br>ZIP Code:<br>County:<br>Phone:<br>Fax:<br>Email:<br>State Legislative District:<br>Congressional District: |

**8. Project Manager / Contact Person –** *Individual who will have day to day knowledge of the project and should be contacted if clarification is required (if different than applicant name):*

Name:

Title:

Address:

Address:

City:

State:

ZIP Code:

Phone:

Fax:

Email:

**9. Project Costs:**

LCCGP Funds Requested: $_____

Matching Funds from another Agency: $_____

In-Kind Match from Applicant: $_____

Total Project Costs $_____

(Total Project Costs must match the total on the budget sheet included in the application).

If the project is funded, does the Grantee intend to request a funding advance?

❑ YES ❑ NO

**10. Applicant Signature**

The LCCGP Applicant and Project Information Form must be signed by the individual legally authorized to conduct all official business relating to the project. Signing this form and submitting a grant application certifies that the applicant has authority to enter into an agreement with the Arizona Department of Agriculture, accept funding, and fulfill the terms of the proposed project if approved. Additionally, signature certifies that all information provided by the applicant is true and accurate. The Arizona Department of Agriculture may approve Grant Awards with modifications to the scope of the project and/or budget.

_____ _____

Authorized Applicant Signature Date

_____ _____

Typed or Printed Name of Applicant Title
or Applicant's Authorized Representative

**Arizona Department of Agriculture**
**Livestock & Crop Conservation Grant Program**
**RATING CRITERIA QUESTIONNAIRE – DEFINITIONS**

## 1. Conservation Management

a. **Ranch/Farm Management Plan** – a written program of action that addresses protection and enhancement of rangeland natural resources. **This must be a plan that addresses the whole operation, not just a Forest Service Allotment Management Plan (AMP). This plan should include a description of the current conditions of the operation, goals for improving the operation, a plan of how to achieve those goals and a plan for monitoring the conditions of the operation.
b. **Monitoring Mechanism** – the orderly collection, analysis, and interpretation of rangeland ecological data over a period of time. Some examples of monitoring mechanisms are visual inspections, photo points, frequency, dry weight rank, line intercept step point and comparative yield.
   **Monitoring involving Outside Entity** – rancher involves/partners with an outside entity in conducting monitoring. An outside entity would be (but not limited to) university personnel, natural resource consultants, wildlife group members, etc.
c. **Public or Private Entity** – any person, agency or organization that typically assists producers with conservation projects on private or public lands such as (but not limited to) USDA-NRCS, AGFD, ADWR, ASLD, USFWS, USFS and BLM. Private organizations can also be included in this criteria, and the validity of such organizations will be determined by the grant evaluation team.
   **Conservation Based Improvements** – any product of the expenditure of capital or labor made on the operation related to conservation management, such as riparian area restoration, riparian area fencing, pinion-juniper removal, prescribed burning, pipeline installation, etc.

## 2. Livestock Management

a. **Required reduction in livestock** – the land management agency that holds the lease/permit agreement associated with the ranch mandated a reduction in the number of livestock permitted on the leased allotment(s) – attach Land Management Agency Verification Form.
b. **Voluntary reduction in livestock** – without any mandates from the land management agency that holds the lease/permit, the number of livestock permitted to graze on the private land and/or the allotment(s) has been reduced at the discretion of the owner/lessee/permitee for conservation purposes – attach Land Management Agency Verification Form.
c. **'Good Standing' with Land Management Agency** – rancher has not had any permit/lease suspensions or cancellations within the last five years on their public land lease/permit(s) - attach Land Management Agency Verification Form.

3. **Wildlife and Habitat**

a. **Federally listed or proposed Threatened and Endangered (T & E) species or Critical Habitat -** USFWS has designated that T&E and/or T&E critical habitat are present on the operation.
b. **T & E Recovery Plan –** USFWS has designated any part of the operation as being encompassed within a T & E recovery plan.
c. **Priority Listing** – operation property is identified by a private or public organization as being part of a conservation 'priority area'. Priority areas could include (but are not limited to) important watersheds, biologically important areas due to native species/species diversity, native grassland areas, habitat conservation plan areas, etc. Validity of priority areas and organizations listing priority areas will be determined by the grant evaluation team. If you feel that any part of your operation is listed by a private or public organization as being part of a 'priority area', include a verification letter from the listing entity.

4. **Open Space Preservation**

a. **Conservation Easement –** a voluntary, legally binding agreement that permanently limits certain types of uses of the land or prevents development in order to protect the land's conservation value. The landowner continues to own and use the land and may sell it or pass it down to heirs. If you have a conservation easement on your property, include a verification letter from the organization that holds the easement.
b. **Operation is part of a 'continuous, unfragmented landscape or wildlife habitat'** – describe if operation's private property borders/is adjacent to or in close proximity to protected land, which includes but is not limited to: State Trust land, USFS land, BLM land, Tribal land, National Park, private property that has a conservation easement, etc. Describe any/all important open space features of your private property, such as (but not limited to) providing wildlife habitat, wildlife corridors, etc. that you feel makes it an important open space.
c. Self explanatory.
d. Self explanatory.
e. Self explanatory.

5. **Partnerships**

a. **Collaborative Partnership** – producers partnering with each other or with private or public entities as a cooperative to further specific land management, social and/or economic goals (for example: Diablo Trust, Malpai Borderlands Group, Altar Valley Alliance, Orme Ranch Strategic Team, etc.). Include a description of the partnership, including who is involved, what projects they have done and what their goals are for the future. Validity of ranch/farm cooperatives will be determined by the grant evaluation team. If you feel that your operation is part of a collaborative partnership, include a verification letter from the partnering entity.
b. **Matching Funds** – producer has applied or plans to apply for a grant/financial assistance from another entity (such as AZ Game & Fish Department, USDA-NRCS EQIP, AZ Water Protection Fund, etc.) that requires or encourages the producer to provide matching

funds. If awarded, *LCCGP funds will be used solely for the purpose of providing the matching funds to another grant/financial assistance program*.

c. **In-kind contribution / project expense reduction** – for the proposed project, the producer will provide in-kind labor, supplies, equipment, etc. or reduced project costs through a partnership with another entity. Examples of this type of partnership could be (but are not limited to) utilizing the in-kind labor of a local wildlife organization, or partnering with other producers in a similar geographic area that are implementing projects that utilize similar resources resulting in a reduction in overall project costs through obtaining materials and/or labor in a cooperative fashion.
d. **In-kind contribution** – for the proposed project, the producer will provide an in-kind contribution (labor, supplies, equipment, etc.), but will not be working in partnership with any other entity.

**Livestock & Crop Conservation Grant Program**
**FY 2007 Grant Application Package**
**RATING CRITERIA QUESTIONNAIRE**

**INSTRUCTIONS:** Mark only one answer for each question. Be sure to attach any requested information as indicated by your answer.

**NOTE:** ***"Operation" is defined as all private and public land holdings managed by applicant***

| | CRITERIA CATEGORY | YES | NO |
|---|---|---|---|
| 1 | **Conservation Management - 45 Points** | | |
| a | Do you have a ranch/farm management plan implemented or in development? (up to 15 pts) | | |
| | If your answer is "Yes" you will need to provide the following information:<br>● description/copy of ranch/farm management plan<br>● indicate if management plan applies to the whole operation or only specific parts of the operation (for example, you have a management plan for your federal allotment, but do not have one for your private property)<br>● include expected date of implementation if plan is currently in development | | |
| b | Do you have formal ranch/farm management plan monitoring mechanism(s) in place ? (15 pts for monitoring mechanism(s)) | | |
| | If your answer is "Yes" you will need to provide the following information:<br>● description/copy of monitoring mechanism(s)<br>● describe how monitoring data is utilized to adjust the ranch/farm management plan<br>● if applicable, describe any partnerships you have with any outside agency/entity to conduct monitoring | | |
| c | Have you worked with any public or private entity in the last 5 years to implement conservation based practices on the operation? (up to 15 pts, 5 pts per practice/project) | | |
| | If your answer is "Yes" you will need to provide the following information:<br>● list of entities and brief descriptions of projects | | |
| 2 | **Livestock Management - 45 points** | | |
| a | Has any permit/lease associated with the operation been subject to required reductions in livestock numbers during the last 5 years? (10 pts) | | |
| | If your answer is "Yes" you will need to provide the following information:<br>● applicable annual bills of collection (USFS, BLM)/annual grazing questionnaire and rent billing (ASLD) showing reduction<br>● Land Management Agency Verification Form (page 24 of this manual) | | |
| b | Has any private land and/or permit/lease associated with the operation been subject to voluntary reductions in livestock numbers for conservation purposes during the last 5 years? (20 pts) | | |
| | If your answer is "Yes" you will need to provide the following information:<br>● applicable annual bills of collection (USFS, BLM)/annual grazing questionnaire and rent billing (ASLD) showing reduction<br>● Land Management Agency Verification Form (page 24 of this manual)<br>● For Private land: brand inspections, sale barn receipts<br>● reason for voluntary reduction (was voluntary reduction related to general operation management, and/or related to a specific conservation project?) | | |
| c | Are you in 'good standing' with your public land management agency? (15 pts) | | |

| | | | |
|---|---|---|---|
| | If your answer is "Yes" you will need to provide the following information:<br>● Land Management Agency Verification Form (page 24 of this manual) | | |
| **CRITERIA CATEGORY** | | **YES** | **NO** |
| **3** | **Wildlife and Habitat - 45 points** | | |
| a | Are federally listed or proposed threatened or endangered (T & E) species, or proposed or designated 'critical habitat' present on operation? (20 pts, 10 pts per species or critical habitat) | | |
| | If your answer is "Yes" you will need to provide the following information:<br>● list T & E species<br>● provide section/township/range coordinates of the location on your operation that contains the T & E species or critical habitat<br>● describe measures taken in response to presence of T & E species/critical habitat | | |
| b | Is 'suitable habitat' that is part of a T & E 'recovery plan' present on operation? (10 pts) | | |
| | If your answer is "Yes" you will need to provide the following information:<br>● section/township/range of the location that contains the suitable habitat | | |
| c | Is any part of the operation included on a conservation 'priority listing' generated by an outside entity/agency? (15 pts, 5 pts per listing) | | |
| | If your answer is "Yes" you will need to provide the following information:<br>● signed letter(s) of support from the listing entity<br>● reference of the listing | | |
| **4** | **Open Space Preservation - 45 points** | | |
| a | Do you have a conservation easement on the operation (or are you in the process of implementing a conservation easement)? (10 pts) | | |
| b | Is private property affiliated with the operation part of a 'contiguous, unfragmented landscape or wildlife habitat'? (20 pts) | | |
| | If your answer is "Yes" you will need to provide the following information:<br>● proximity (in miles) to 'protected area'<br>● describe how your private property provides a continuous, unfragmented landscape or wildlife habitat | | |
| c | Does land owner grant public access on or through private property? (5 pts) | | |
| d | Will your proposed project take place on State or private property? (5 pts) | | |
| e | Do you hold a State Land Lease as part of your operation? (5 pts) | | |
| **5** | **Partnerships - 45 points** | | |
| a | Is the operation part of a 'collaborative partnership' with any private, local, state or federal entity? (10 pts) | | |
| | If your answer is "Yes" you will need to provide the following information:<br>● name and signed letter(s) of support from the partnering entity | | |
| b | Will the producer use these grant funds as matching funds to another grant/financial assistance program? (15 pts) | | |
| | If your answer is "Yes" you will need to provide the following information:<br>● name and contact person of grant/financial assistance program | | |
| c | Will the producer be providing in-kind contributions or reducing other project expenses through partnering with another entity? (10 pts) | | |
| | If your answer is "Yes" you will need to provide the following information: | | |

| | | | |
|---|---|---|---|
| | ● list the name of the partnering entity<br>● describe in-kind contribution and/or project expense reduction through partnership | | |
| d | Will the producer be providing in-kind contributions or reducing other project expenses, but not in conjunction with a partnership? (10 pts) | | |
| | If your answer is "Yes" you will need to provide the following information: | | |
| | ● describe in-kind contribution and/or project expense reduction. | | |

**Arizona Department of Agriculture**
**Livestock & Crop Conservation Grant Program**
**LAND MANAGEMENT AGENCY VERIFICATION FORM**

**DIRECTIONS: An authorized representative of the land management agency holding your public land permit/lease must fill out and sign this form. If you have more than one permit/lease that is associated with your operation, you must attach one form per permit/lease agreement (you may make copies of this form).**

**LAND MANAGEMENT AGENCY:**_____

**NAME OF PERMITEE/LESSEE:**_____

**PERMIT/LEASE NUMBER:**_____

## 1. Required Reduction in Herd Size

Has the permit/lease associated with the operation been subject to a required reduction in livestock numbers during the last five years?

Mark appropriate box

| | |
|---|---|
| Yes | |
| No | |

If yes, attach applicable Annual Bills of Collection (USFS, BLM) or Annual Grazing Questionnaire and Rent Billing (ASLD) demonstrating reduction between 2002 and 2006.

## 2. Voluntary Reduction in Herd Size

Has the permit/lease associated with the operation been subject to a voluntary reduction in livestock numbers during the last five years?

Mark appropriate box

| | |
|---|---|
| Yes | |
| No | |

If yes, attach applicable Annual Bills of Collection (USFS, BLM) or Annual Grazing Questionnaire and Rent Billing (ASLD) demonstrating reduction between 2002 and 2006.

## 3. Permittee/Lessee Compliance Status

The above named permittee/lessee has not had any permit suspensions or cancellations within the last five years.

Mark appropriate box

| | |
|---|---|
| Yes | |
| No | |

I hereby certify that all information on this form is accurate and can be verified by land management agency records.

_____ _____
Printed Name of Land Management Agency Representative Title

_____ _____
Signature of Land Management Agency Representative Date

**Livestock and Crop Conservation Grant Program**
**FY 2007 Grant Application Package**
**PROJECT PROPOSAL FORM - INSTRUCTIONS**

**The following provides instructions on how to fill out the Project Proposal Form. Be sure to provide information for each category.**

**NOTE**: *If you are applying for match/cost share funds for another grant agreement/financial assistance program, you may provide copies of information you have already provided to the other grant program in lieu of re-writing all the information on the Project Proposal Form. However, the information you attach must address all categories listed on the Project Proposal Form.*

**1. Project Title:** Enter the same project title you assigned to your project on your Applicant and Project Information Form.

**2. Project Purpose:** In 250 words or less, describe why the project is necessary/important and address the following questions:

- What problem is addressed by the project?
- What will the project accomplish?
- What conservation management issues will be addressed by the project?
- What public benefit(s) will be provided by the project?
- How does the project provide for the preservation of open space?

**3. Scope of Work:** In 250 words or less, describe in detailed steps how you will accomplish what you have described in the Project Purpose. Include the following:

- **Project Location** – Outline where the project will take place on the map(s) included with your application and provide section/township/range coordinates. Include maps that are appropriate to your project so the grant evaluators will be able to clearly understand where your project is located on the ranch/farm, the surrounding topography, the type of rangeland and what's around the project site (i.e. is it close to a town, next to a USFS allotment, nearby a highway etc.). Make sure your map precisely illustrates the project to give the evaluators a clear understanding of what you are planning to do. (You may contact your local Natural Resources Conservation Service (NRCS), Forest Service or University of Arizona Cooperative Extension offices to obtain maps. You may also use the websites listed in Appendix B to help you with maps. The project/topographical map should be in a 1:24,000 scale). Include state or federal permit/lease allotment maps. Also indicate on the included map of Arizona where in the State your operation is located. You are encouraged to provide additional drawings and/or photographs describing the project site.
- **Project Size** – How many acres will be impacted/improved by the project? (Please include the acres affected by the project, not just the acres the project takes place on. For example, putting in a well may take place on one or less acres, but the availability of water may impact an entire allotment or several hundred acres.) If installing pipeline or fencing, include how many feet will be

installed in addition to how many acres are impacted. (Please address both questions if applicable).

- **Expected Outcomes** – What do you expect the final outcome(s) of the project will be? Relate the expected outcomes to how the project will provide public benefit and preserve open space.
- **Monitoring** – How will you monitor your project to determine if you have achieved your expected outcomes? Describe any data collection methods you will employ.
- **Key Personnel** - Who will be doing the work? If work is being contracted, include the name of the contractor if known or state "fence contractor" or "pipeline contractor," etc.
- **Project Longevity** – How long will the expected outcome(s) of the project last? What is your level of commitment to maintenance of project benefits and/or capital improvements?
- **Schedule of Tasks, Deliverables and Payments (see example), including**:
    - **Timeline** - When will the work be done? Include a detailed schedule of **project milestones** with estimated completion dates. Milestones are significant events or tasks which will occur throughout the implementation of the project.
    - **Action Plan** - How will the work be completed? Who will be doing the work?

**SAMPLE - Schedule of Tasks, Deliverables and Payments**

| No. | Task | Deliverable | Expected Date of Completion | LCCGP Cost |
|---|---|---|---|---|
| 1 | Obtain fencing supplies and materials. | Fencing supplies obtained. | 10/07 | 5,000.00 |
| 2 | Contract labor/equipment to install fence. | Fence installed. | 2/08 | 7,500.00 |
| 3 | Purchase supplies/equipment for new well. | Supplies purchased. | 11/07 | 12,500.00 |
| 4 | Contract well drilling. | Well drilled. | 12/07 | 17,400.00 |
| 5 | On a quarterly basis as appropriate, request reimbursement from ADA. | ADA Reimbursement Request Form(s) submitted. | 10/07 -10/08 | - |
| 6 | Write and submit annual report(s) to ADA on progress of projects and disposition of grant funds to date. | Annual Report(s) submitted. | 10/08 | - |
| 7 | Write and submit Final Report to ADA to close out grant. | Final Report submitted. | 10/08 | - |
| **TOTAL GRANT AMOUNT:** | | | | **$42,400.00** |

You are encouraged to provide attachments, maps, drawings and/or photographs to clarify and describe what you plan to do, where, and how you plan to do it.

**4. Project Budget:** Estimate the total cost of implementing the project. Include numeric values for requested LCCGP funds and matching funds for the following categories:

- **Personnel Costs** – costs associated with personnel (employees of the operation) who are involved in the proposed project. List salary costs by job classification (e.g. laborer, project scientist, foreman, volunteer, etc.). Job classification cost per hour multiplied by the total number of hours worked equals the salary cost.
- **Equipment** – cost of any equipment which may be leased or purchased.*
- **Supplies** – cost of supplies, materials, rock, cement, etc.*
- **Other** – specific costs for outside services, subcontractors, and any other costs associated with the project that do not fit into the above categories.

* Equipment and supplies that can be used for general ranch operations outside of the scope of the project(s) being applied for are not eligible for LCCGP funding. For example, office supplies, tools, generators, etc. are ineligible for LCCGP funding because they have uses beyond their use in the proposed project(s).

**Matching Funds** or In-Kind contributions are not required for most projects in this grant program, but are encouraged (matching funds are required for T&E Species Surveys). However, if you intend to provide matching funds and/or in-kind contributions, your project budget should reflect the value of matching funds/in-kind contributions you intend to provide. Matching Funds include monetary matches, and In-Kind matches include labor, supplies and personal equipment use that the applicant will not be reimbursed for. Applicants that provide matching funds, in-kind contributions or cost efficiency savings may receive additional points through the ranking criteria (see pages 22 - 23, Rating Criteria Questionnaire #5C and D).

**Livestock and Crop Conservation Grant Program**
**FY 2007 Grant Application Package**
**PROJECT PROPOSAL FORM**

You can use this form for your Project Proposal or you may create your own using 8.5" x 11" size paper. **If you create your own Project Proposal Form, you must include all categories on this form in the same order as they are printed on this form.** All pages of your application must be typed (preferred) or clearly printed using a font size no smaller than 10 point. Be sure to provide information for each category. **You are encouraged to provide attachments, maps, drawings and/or photographs to clarify and describe your project proposal in greater detail.**

**1. Project Title:**

**2. Project Purpose:**
**Please address the following questions in 250 words or less:**

- What problem is addressed by the project?
- What will the project accomplish?
- What conservation management issues will be addressed by the project?
- What public benefit(s) will be provided by the project?
- How does the project provide for the preservation of open space?

**3. Scope of Work:**
**Please address the following points in 250 words or less:**

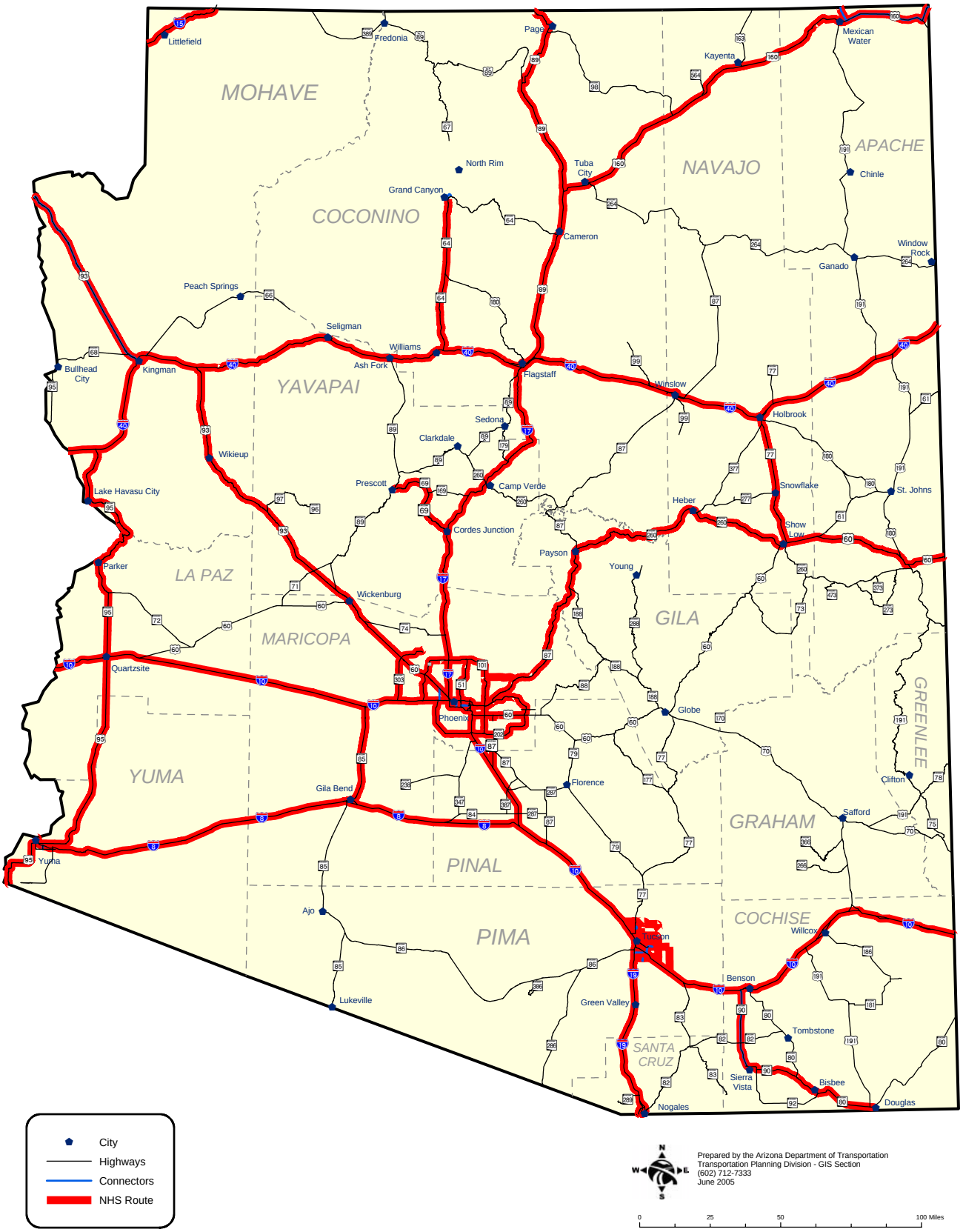
- Project location
- Size of project (how many acres impacted and how many feet of fence or pipeline, etc.)
- Expected outcome(s) – relate outcome(s) to public benefit and preservation of open space
- How the project will be monitored
- Key personnel – who will be doing the work
- Longevity – how long will outcome(s) last
- Schedule of Tasks, Deliverables and Payments (see page 26 of this manual for instructions and sample Schedule of Tasks).

**4. Project Budget** – *provide line items as needed under each budget category*

| BUDGET CATEGORY | LCCGP FUNDS | MATCHING FUNDS – OTHER AGENCY | IN-KIND CONTRIBUTION |
|---|---|---|---|
| Personnel Costs | | | |
| Equipment | | | |
| Supplies | | | |
| Other | | | |
| **TOTAL** | | | |

**Project Budget Details** – *provide written explanation of anything included in your budget above that you feel may need clarification.*

# National Highway System



# State Historic Preservation Office (SHPO) Certification Form

This certification is required by regulations implementing the State Historic Preservation Act (A.R.S. 41-861 *et seq.),* effective July 24, 1982. It is understood that **recipients of state funds are required to comply with this law throughout the project period**. The State Historic Preservation Act mandates that all State agencies consider the potential of activities or projects to impact significant cultural resources. **All projects that affect the ground-surface that are funded by the LCCGP require SHPO clearance, including those on private and federal lands.**

Project Title: _____

Please answer the following questions, which provide information about the potential of the project to impact cultural resources:

1. Does the project have the potential to disturb the surface and/or subsurface of the ground?
   ❑ YES ❑ NO

2. Are there any buildings or structures (including mines, bridges, dams, canals, etc.) which are 50 years old or older within the project area that have the potential to be disturbed by the proposed activity?
   ❑ YES ❑ NO

3. Are there any known prehistoric and/or historic archaeological sites within the project area?
   ❑ YES ❑ NO

4. Are you aware of any archaeological investigations that have been performed within one (1) mile of the project area?
   ❑ YES ❑ NO

If you answered **"NO"** to all of the above questions, please sign on the line below certifying that the activity or project is in compliance (and will remain in compliance throughout the project period) with the State Historic Preservation Act. **YOU MUST SUBMIT THIS FORM WITH YOUR COMPLETED APPLICATION.**

_____
Authorized Applicant Signature

_____
Date

**If you answered "YES" to any of the above questions, please answer the questions on the following page.**

# SHPO Certification Form (continued)

If you answered yes to question #1, specifically identify any surface or subsurface impacts that are expected.

If you answered yes to question #1, describe the current ground surface condition within the entire project area boundary (i.e. is the ground in natural undisturbed condition, or has it been bladed, paved, graded, used for agriculture, etc.).

If you answered yes to question #2, list the sites and their names, and provide a brief description of the sites.

Has the project area been previously surveyed for cultural resources by a qualified Archaeologist?

❑ YES ❑ NO

❑ DON'T KNOW

If you answered any questions on this page, please sign on the line below certifying that you will take all of the necessary steps to comply with the State Historic Preservation Act, including contacting the State Historic Preservation Office at (602) 542-4009, for all project activities and will remain in compliance throughout the project period. **YOU MUST SUBMIT THIS FORM WITH YOUR COMPLETED APPLICATION.**

_____

Authorized Applicant Signature

_____

Date

**Livestock and Crop Conservation Grant Program**
**FY 2007 Grant Application Package**

# GROUP APPLICATION – INSTRUCTIONS AND CHECKLIST

Groups of individual landowners or agricultural lessees who want to apply together for funding for a landscape scale project may do so. However, please note that groups may not apply as a non-profit or 501(c) organization.

Groups applying for funding may submit a single application. However, an "Applicant and Project Information Form" (Page 16) must be completed for each individual applying with the group and submitted with the application. The "Applicant and Project Information Form" must contain a summary of the portion of the project taking place on that individual's property as well as the amount of funding that will go toward that individual's portion of the project. The other information on the form must be completed according to the instructions contained on the "Applicant and Project Information Form – Instructions" page (Page 15) in the grant manual.

If the group application is awarded grant funding, each individual member of the group will be required to sign a separate grant contract with the Arizona Department of Agriculture. The contract will contain a scope of work that will address the portion of the group project that will take place on that individual's property and the amount of funding allotted to that individual to complete their portion of the project. Therefore, each individual will be responsible for completing their portion of the project and reporting to the Arizona Department of Agriculture. This will ensure that if a member of the group defaults on their contract, only that member will lose their funding and not the entire group. This will also enable the Arizona Department of Agriculture to properly disburse funding to each group member.

## GROUP APPLICATION PACKAGE CHECK LIST

This Check List is provided to assist you in submitting your application and does not need to be submitted. Carefully read the entire LCCGP manual to be sure you understand all grant program requirements.

Complete and submit the following items and supply the requested information. Please keep all items in the order they are found in the grant manual. It is suggested that you submit your application in a binder using tabbed dividers between each section.

- ❑ Grant Application Cover Letter
- ❑ Application and Project Information Form (one for each individual applying with the group)
- ❑ Rating Criteria Questionnaire
- ❑ Land Management Agency Verification Form (provide supporting documentation for each group member who has reduced livestock on their operation). If more than one Land Management Agency is represented, please have a representative from each Agency sign a separate verification form.
- ❑ Project Proposal Form
- ❑ SHPO Certification Form (each individual must complete a SHPO form for their portion of the project).

**Submit one (1) original and (5) copies of the LCCGP Application Package by <u>3:00 p.m. Friday, March 16, 2007 to:</u>**

**The Arizona Department of Agriculture**
**Livestock & Crop Conservation Grant Program**
**1688 W. Adams St.**
**Phoenix, AZ 85007**

**Livestock and Crop Conservation Grant Program**
**FY 2007 Grant Application Package**

## APPLICATION PACKAGE CHECK LIST

This Check List is provided to assist you in submitting your application and does not need to be submitted. Carefully read the entire LCCGP manual to be sure you understand all grant program requirements.

Complete and submit the following items and supply the requested information. Please keep all items in the order they are found in the grant manual. It is suggested that you submit your application in a binder using tabbed dividers between each section.

- ❑ Grant Application Cover Letter
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- ❑ Rating Criteria Questionnaire
- ❑ Land Management Agency Verification Form
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- ❑ SHPO Certification Form

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**The Arizona Department of Agriculture**
**Livestock & Crop Conservation Grant Program**
**1688 W. Adams St.**
**Phoenix, AZ 85007**

****REMEMBER: Failure to include any required information will result in the rejection of your application.****

****** You may submit your application early to be reviewed for completeness by ADA staff. All applications being submitted for review must be received by **3:00 p.m. Friday, February 16, 2007**.

## APPENDIX A: ABBREVIATIONS / ACRONYMS USED IN THIS MANUAL

| | |
|---|---|
| **ADA** | **Arizona Department of Agriculture** |
| **ADEQ** | **Arizona Department of Environmental Quality** |
| **ADWR** | **Arizona Department of Water Resources** |
| **AGFD** | **Arizona Game & Fish Department** |
| **A.R.S.** | **Arizona Revised Statute** |
| **ASLD** | **Arizona State Land Department** |
| **BLM** | **Bureau of Land Management** |
| **COE** | **United States Army Corps of Engineers** |
| **EQIP** | **Environmental Quality Incentives Program** |
| **FY** | **State Fiscal Year** |
| **GIS** | **Geographic Information System** |
| **LCCGP** | **Livestock & Crop Conservation Grant Program** |
| **NRCS** | **Natural Resources Conservation Service** |
| **SHPO** | **State Historic Preservation Office** |
| **T&E** | **Threatened and Endangered Species** |
| **USDA** | **United States Department of Agriculture** |
| **USDI** | **United States Department of the Interior** |
| **USFS** | **United States Forest Service** |
| **USFWS** | **United States Fish & Wildlife Service** |
| **USGS** | **United States Geological Survey** |

## APPENDIX B: LIST OF AGENCY ADDRESSES AND TELEPHONE NUMBERS

| | |
|---|---|
| **Arizona Department of Agriculture**<br>1688 W. Adams St.<br>Phoenix, AZ 85007<br>(602) 542-4373<br>(800) 294-0308 – outside Maricopa County | **Arizona Department of Environmental Quality**<br>1110 W. Washington St.<br>Phoenix, AZ 85007<br>(602) 771-2300 |
| **Arizona Department of Water Resources**<br>3550 N. Central Ave.<br>Phoenix, AZ 85012<br>(602) 771-8500 | **Arizona Game & Fish Department**<br>2221 W. Greenway Rd.<br>Phoenix, AZ 85023<br>(602) 942-3000 |
| **Arizona State Land Department**<br>1616 W. Adams St.<br>Phoenix, AZ 85007<br>(602) 542-4621 | Arizona State Parks<br>**State Historic Preservation Office**<br>1300 W. Washington St.<br>Phoenix, AZ 85007<br>(602) 542-4009 |
| **Bureau of Land Management**<br>Arizona State Office<br>One North Central Avenue, Suite 800<br>Phoenix, AZ 85004<br>(602) 417-9200 | **U.S. Army Corps of Engineers**<br>3636 N. Central Ave., Suite 900<br>Phoenix, AZ 85012<br>(602) 640-5385 |
| **U.S. Fish & Wildlife Service**<br>AZ Ecological Services Field Office<br>2321 W. Royal Palm Rd., Suite 103<br>Phoenix, AZ 85021<br>(602) 242-0210 | **U.S. Forest Service**<br>Contact the specific forest office (USFS phone numbers are listed in the blue government pages of your phone book). |
| **University of Arizona Cooperative Extension**<br>Contact your local county office:<br>Apache: 928-871-7406<br>Cochise: 520-384-3594<br>Coconino: 928-774-1868<br>Gila: 928-425-7179<br>Graham: 928-428-2611<br>Greenlee: 928-359-2261<br>La Paz: 928-669-9843<br>Maricopa: 602-470-8086<br>Mohave: 928-753-3788<br>Navajo: 928-524-6271<br>Pima: 520-626-5161<br>Pinal: 520-836-5221<br>Santa Cruz: 520-281-2994<br>Yavapai: 928-445-6590<br>Yuma: 928-726-3904 | **Natural Resources Conservation Service**<br>230 N. First Avenue, Suite 509<br>Phoenix, AZ 85003<br>(602) 280-8801 |

**Websites for maps:**
www.usgs.gov
www.topozone.com

# APPENDIX C: PERMIT SUMMARY

**NOTE: This is a general overview of permits. Applicant is responsible for ensuring that all necessary permits are obtained.**

## Local:

Local permits may relate to such things as floodplain, planning or zoning ordinances. Since these ordinances may be unique to a particular city or county, you will have to contact the respective entity for information. Contact the Planning, Engineering or Flood Control departments of the relevant city or county.

## State:

**Floodplain Use Permits** are required for doing almost any type of work within the designated 100-year floodplain. This is normally defined by the Federal Emergency Management Agency (FEMA) and is managed by a local floodplain administrator. If you do not know who your floodplain administrator is, contact the Arizona Department of Water Resources (ADWR).

**Water Quality Certification** (Section 401) is required for any project with federal involvement that results in a discharge into waters of the State. Such involvement could include use of federal land, use of federal funds, the requirement of a federal permit (such as Section 404), a federal license, or federal approval for the project. Contact the Arizona Department of Environmental Quality (ADEQ) to determine if this certificate is required.

**Aquifer Protection Permits** (APP) are required for any "discharging facilities", where "discharge" means a direct or indirect addition of any pollutant (defined broadly) from a facility either directly to an aquifer or to the land surface in such a manner that there is reasonable probability the pollutant will reach an aquifer. "Facilities" may include surface impoundments (e.g. ponds and lagoons), injection wells, groundwater recharge projects, etc. Contact ADEQ to determine if this permit is required for your project.

**Wastewater Reuse Permits** are required for the operators of wastewater treatment facilities, so that the reclaimed and treated water can be reused for such activities as irrigation or artificial recharge. Contact ADEQ to determine if this permit is required.

**Groundwater Withdrawals** may involve several types of permits and notices, depending on the location. Groundwater withdrawal is regulated in Active Management Areas (AMA's) and the party must have a right or authority to withdraw the water. Well construction is regulated statewide. **If your project involves the use of groundwater, including modifying or drilling any type of well, you should contact ADWR for the relevant requirements.**

**Surface Water Use** requires a permit or Certificate of Water Right from ADWR. If your project involves the diversion of surface water, contact ADWR for the relevant requirements. Water pumped from a well *may* include surface water. (Please see note on Page 5 of grant manual).

**Artificial Groundwater Recharge** projects also require permits from ADWR. These may include an underground storage facility, water storage and/or recovery well permits.

**Constructed Wetlands** projects may require permits from ADEQ. If your project involves the use of effluent, contact ADEQ for the relevant requirements.

**State Historic Preservation Act** deals with impacts to significant cultural resources. If your project involves the potential to disturb the surface and/or subsurface of the ground, you must ensure that no prehistoric and/or historic archaeological sites, or any buildings or structures that are 50 years or older, will be disturbed. The National Historic Preservation Act and Arizona laws regarding human remains and objects of cultural heritage also may apply on federal lands.

**Special Use Permits** may apply if your project is located on State-owned land. Your project may be classified as a "special use" of the land. Contact the Arizona State Land Department (ASLD) to determine whether your project may require a special use permit.

**Arizona Native Plant Law** is administered by the Arizona Department of Agriculture (ADA). The ADA has compiled a list of protected plants and placed them in one of five categories of varying degrees of protection. Depending on the category, there are certain restrictions on the removal, transfer and/or destruction of the plant. This law applies to both private and State-owned lands. Contact the ADA at (602) 364-0907 for information about notices or permits that must be obtained for your specific project.

**Federal:**

**Dredge and Fill Permits (CWA Section 404)** are required for any project that will result in the discharge of dredged or fill material into waters of the United States (i.e. almost any stream bed or drainage). There are both individual (covers one specific project) and general (covers a broad project class) permits. Applicants should also review the list of exemptions from this 404 requirement. Contact the U.S. Army Corps of Engineers (COE) to determine whether or not your project requires a 404 permit. If a 404 permit is required, you will also need to obtain a 401 certificate from ADEQ.

**Clean Water Act (CWA), Section 10** is only applicable if your project involves the Colorado River. Contact the COE for more information.

**Endangered Species Act (ESA)** may apply if your project area includes habitat that supports an endangered species. Contact the Arizona Game and Fish Department (AGFD) to find out about the probability of an endangered species being present in your locale. The U.S. Fish and Wildlife Service is actually responsible for enforcing the ESA, and should be contacted after you obtain a response from the AGFD.

**National Environmental Policy Act (NEPA)** may be applicable to projects having a federal connection, such as projects on federal lands and those that will use federal funds. This may involve the preparation of an Environmental Assessment (E.A.) or an Environmental Impact Statement (E.I.S.). Contact the appropriate federal agency involved with your project (BLM, USFS, National Park Service, etc.) to see if any part of NEPA applies to your project. (Please see note on Page 5 of grant manual).

**Special Use Permits** may apply if your project is on federal lands. Contact the appropriate agency (USFS, BLM, National Parks, etc.) and find out if any special use permits are required for your specific project.

# APPENDIX D: GRANT CONTRACT TEMPLATE

## COVER PAGE

| | |
|---|---|
| **Project Title**: | |
| **Livestock & Crop Conservation Grant Award Amount**: $ | |
| **This Agreement shall become effective**: Upon the date it is executed by both parties. | |
| **Termination Date**: (*THIS IS THE ESTIMATED PROJECT COMPLETION DATE*) | |
| TERMS OF AGREEMENT<br><br>This Grant Award Contract is entered into by (**ENTER GRANTEE NAME**) (**GRANTEE**), and the **ARIZONA DEPARTMENT OF AGRICULTURE** (**DEPARTMENT**), through its Director pursuant to authority granted to the Department by A.R.S. § 41-511.23(G)(1) and in accordance with A.R.S. § 41-2701 *et seq*. The parties agree to fulfill the terms and conditions of this Grant Award Contract and to abide by all contractual and statutory regulations governing the expenditure of LCCGP funds.<br><br>This Grant Award Contract shall constitute the entire agreement between the parties, superseding any and all other oral or written understandings. | |
| The parties hereto agree to carry out the Provisions of this Grant Award Contract. | |
| **GRANTEE** | **DEPARTMENT** |
| | |
| **Signature of Authorized Individual** **Date** | **Signature of Authorized Individual** **Date**<br><br>Donald Butler |
| **Typed Name** | **Typed Name**<br><br>Director |
| **Typed Title** | **Typed Title** |

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# GENERAL PROVISIONS

## 1. DEFINITIONS

As used throughout this Contract, including the General Provisions and the Scope of Work, the following terms shall have the meaning set forth below:

a. "Director" means the agency head of the Arizona Department of Agriculture or a person duly authorized by the Director to act on the Director's behalf.

b. "Deliverables" means the reports, documentation, and other materials developed for submission to the Program Coordinator by the Grantee in the course of the Grantee's performance under this Contract.

c. “Department” means the Arizona Department of Agriculture.

d. "Equipment" means one or more tools, implements, or instruments purchased with Grant funds pursuant to this Contract that is intended to be used to carry out the purposes of this Contract.

e. “Farm” means privately owned property and leased property of the Grantee that are utilized in the operation and function of the farming operation.

f. "Grantee" means the person, firm, or organization performing the work or delivering the items described in this Contract.

g. “Grant Agreement” or "Contract" means this Livestock & Crop Conservation Grant Award Contract between the Department and Grantee.

h. “Grant Agreement Amendment” means a written document, signed by an authorized representative of both parties for the purpose of making changes to the Grant Agreement.

i. “Grant Application” means the application filed by the Grantee upon which this Contract was awarded.

j. “Grant-assisted Improvement” means any physical improvement to the operation made by the Grantee that was funded through this Contract.

k. "Operation and Maintenance Period" means the period of time during which Grant-assisted Improvements shall be operated and maintained.

l. "Project" means the total of all work to be performed by the Grantee as set forth in this Contract.

m. “Project Location” means the physical location of the Project.

n. "Program Coordinator" means the Arizona Department of Agriculture staff person delegated by the Director to administer this Contract.

o. “Ranch” means privately owned property and leased property of the Grantee that are utilized in the operation and function of the ranching operation.

p. “Records” means all books, accounts, reports, files and other records relating to this Contract.

q. "Scope of Work" means that part of this Contract that describes the work to be performed by the Grantee to accomplish the Project purpose. If the Scope of Work conflicts with the General Provisions, the terms of the Scope of Work shall govern.

r. "Shall" means what is mandatory.

s. "State" means the State of Arizona, including the Department of Agriculture.

t. "Task" means the specific provisions in the Scope of Work of this Contract that describe the nature and manner of the specific work to be performed and the Deliverables to be submitted to the Program Coordinator by the Grantee.

## 2. GENERAL REQUIREMENTS

a. This Contract shall be governed by and construed in accordance with the laws of the State of Arizona.

b. The Grantee shall obtain and maintain all licenses, permits, and authorizations necessary to perform its obligations under this Contract. The Grantee is responsible for compliance with all applicable local, state, and federal laws.

## 3. RELATIONSHIP OF THE PARTIES

The parties agree that the Grantee shall not be considered an employee, associate, partner, officer, joint venturer, or agent of the Department or the State as a result of this Contract. The Grantee is solely responsible for the planning, design, scope, and implementation of the Project funded through this Contract. Neither the Department nor the State is responsible for any liabilities resulting from the Grantee's planning, design, scope and implementation or performance of the Project funded through this Contract.

## 4. NO WAIVER

Either party’s failure to insist on strict performance of any term or condition of this Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

## 5. AUDIT OF RECORDS

Pursuant to A.R.S. § 35-214 and 35-215, the Grantee shall retain and shall contractually require each subcontractor to retain all Records relating to this Contract for a period of five years after completion of the Contract and until any litigation, claim, negotiation, audit, cost recovery, or action involving the records has been completed. All Records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Grantee shall produce the original of any or all such Records.

## 6. INDEMNIFICATION

The Grantee shall indemnify, defend, save, and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Grantee or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the Grantee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Grantee from and against any and all claims. It is agreed that the Grantee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Grantee agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Grantee for the Department.

This indemnity shall not apply if the Grantee or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

The Grantee shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Grantee of any claim for which it may be liable under this paragraph.

## 7. RESOLUTION OF DIFFERENCES

a. Disputes arising during the performance of this Contract will be resolved to the maximum extent possible through cooperation and coordination of the Grantee and the Program Coordinator. If the Grantee and the Program Coordinator are unable to resolve the differences or circumstances require an immediate decision, the Program Coordinator will refer the dispute to the Director for resolution. Appeals to decisions made by the Director may be taken in accordance with A.R.S. § 41-1092.03(B).

b. To the extent required by A.R.S. § 12-133 and § 12-1518, the Department and Grantee agree to use arbitration to resolve any disputes arising out of this Contract, with each to bear its own attorneys' fees and costs.

c. Disputes arising out of this Contract are subject to the jurisdiction of the Superior Court of the State of Arizona.

## 8. STOP WORK NOTICE

In the event of unapproved changes in the Scope of Work, performance or changes outside the scope of the Contract, illegal or unpermitted activities, or other material discrepancies between the Contract and the Grantee's activities, the Department reserves the right to issue notice to the Grantee to stop work. The notice will further specify that the Department will not approve resumption of performance or further payments until the issue or issues identified in the stop work notice have been resolved to the satisfaction of the Department.

## 9. PROJECT PERIOD

The Department agrees to reimburse Grantees for work activities performed during the project period as described in this Contract. The Department is not required to reimburse Grantee for any work activities initiated prior to execution of this Contract or after the project period has elapsed. The Department may extend the project period, if requested by the Grantee by executing a Contract Amendment (see paragraph 17, Amendments).

## 10. TERMINATION OF CONTRACT

a. Suspension or Debarment. The State may, by written notice to the Grantee, immediately terminate this Grant Agreement if the State determines that the Grantee has 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. Execution of this Contract shall attest that the Grantee is not currently suspended or debarred. If the Grantee becomes suspended or debarred, the Grantee shall immediately notify the Department.

b. Termination for Convenience. The Department reserves the right to terminate this Contract in whole or in part at any time, when in the best interests of the State of Arizona, without penalty or recourse. Upon receipt of written notice of termination, the Grantee shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Department. In the event of termination under this paragraph, all documents, data and reports prepared by the Grantee under this Contract shall become the property of and be delivered to the Department. The Grantee shall be entitled to receive reimbursement for work completed and materials accepted before notification of termination. The Department is under no obligation to continue reimbursement for any work activities undertaken after notification of termination.

c. Termination for Default. The Department reserves the right to terminate this Contract in whole or in part due to the failure of the Grantee to comply with any term or condition of this

Contract or to acquire and maintain all required insurance policies, bonds, licenses and permits. The Department shall provide written notice of the termination and the reasons for it to the Grantee.

d. Non-Availability of Funds. Every payment obligation of the State under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

e. Continuation of Work Activities After Termination. Termination of this Contract does not prohibit the Grantee from independently continuing work on the project, but any such independent continuation is solely the responsibility of the Grantee.

## 11. CONFLICT OF INTEREST

Pursuant to A.R.S. § 38-511, the State may cancel this Grant Agreement within 3 years after Grant Agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Grant Agreement on behalf of the State is or becomes at any time while the Grant Agreement or an extension of the Grant Agreement is in effect an employee of or a consultant to any other party to this Grant Agreement with respect to the subject matter of the Grant Agreement. The cancellation shall be effective when the Grantee receives written notice of the cancellation unless the notice specifies a later time. If the Grantee is a political subdivision of the State of Arizona, it may also cancel this Grant Agreement as provided in A.R.S. § 38-511.

## 12. NON-DISCRIMINATION

The Grantee shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Grantee shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

## 13. PAYMENTS

a. Use of Grant Funds. Awarded grant funds shall be used solely for eligible purposes as approved by the Department. Line item funding is considered estimates of costs, however, the total project cost are considered exact and shall not be exceeded by the Grantee unless otherwise amended.

b. Actual cost, reimbursement and advance. All payments made under this contract shall be by actual cost.

1) Payments under the Contract shall be by actual cost and reimbursement. The Grantee is eligible for reimbursement of actual expenses incurred that are necessary to complete Tasks as specified in the Scope of Work.

2) The Grantee may request advance payment of partial grant funds. The Grantee shall submit written justification to the Program Coordinator explaining the need for a funding advance and detailed documentation justifying the amount of the advance requested. Funding advances will be subject to Program Coordinator approval. If advance payment is made, the Grantee shall demonstrate that all advanced monies have been expended prior to requesting reimbursement for other allowable expenses.

c. Each Payment is conditioned upon receipt and approval by the Program Coordinator of the Deliverable(s) specified in the Scope of Work and shall be accompanied by reasonable assurance (documentation, receipts, invoices, etc.) that the goods and services for which payment is requested were actually received and performed. The Department has the right to disallow contributions determined inappropriate or unreasonable. The Program Coordinator shall have a minimum of thirty (30) working days to approve the Deliverable(s) and payment request forms.

d. If the Program Coordinator determines that the Grantee is in default in the performance of any obligation under this Contract, the Program Coordinator may either adjust the amount of payment or withhold payment until satisfactory resolution of the default.

e. In order to receive payment under any resulting Grant Agreement, the Grantee shall have a current IRS-W9 Form on file with the Department.

## 14. RECOUPMENT OF PAYMENTS

The Grantee shall reimburse the Department for all grant funds determined by the Department not to have been spent in accordance with the terms of this Contract.

## 15. PERMITTING REQUIREMENT

The Department does not determine which, if any, permits are required for the Project nor does it review permits for accuracy or appropriateness. The Grantee is responsible for determining that all necessary permits that apply to the Project are identified and obtained.

State Historic Preservation Office (SHPO) clearance is required for all projects funded by the State of Arizona. If applicable, the Grantee shall obtain SHPO clearance prior to any ground disturbing work. The Grantee certified by signing the SHPO Certification Form included in the Grant Application that all necessary steps to comply with SHPO will be taken by the Grantee. If the Grantee is unsure as to whether or not SHPO clearance is necessary, the Grantee shall contact SHPO for determination by calling (602) 542-4009.

## 16. NOTICES

Whenever notice is required pursuant to this Contract, such notice shall be in writing and shall be directed to the persons and addresses specified for such purpose in the Scope of Work, or to such

other persons and addresses as either party may designate to the other party in writing. Unless otherwise set forth in this Contract, notice shall be delivered in person or by certified mail, return receipt requested.

## 17. AMENDMENTS

The Grant Agreement shall be modified only through a Grant Agreement Amendment by mutual written consent executed by the Department and the Grantee. Unauthorized changes to this Grant Agreement shall be void and without effect, and the Grantee shall not be entitled to any claim under this Grant Agreement based on those changes.

## 18. SUBCONTRACTS

a. Subcontractors or consultants may be used in the performance of Tasks described in the Scope of Work of this Contract. The Grantee shall not enter into any Subcontract under this Grant Agreement without consideration for impact on the project. The Grantee shall report any Subcontract awards or changes as part of that calendar year's narrative report (see Scope of Work, section D. 3).

b. Any subcontractor or consultant participating in this Contract shall comply with the terms and conditions of this Contract, as set forth in the General Provisions and Scope of Work.

## 19. ASSIGNMENTS

a. The Grantee shall not assign any obligations under the General Provisions of this Contract to another party without prior written approval of the Department.

b. In the event that the Grantee transfers control of the Project Location through sale of the Ranch/Farm, this Contract and related grant funds may be transferable to the new owner provided that the new owner maintains the ranching/farming operation intact and there is no subdivision of the private property affiliated with the Ranch/Farm prior to or as part of the sale. If the Grantee sells the Ranch/Farm, the Grantee shall immediately notify the Department of the sale and provide the Department with the new owner contact information and verification that private property sold with the Ranch/Farm was not subdivided. If any subdivision of private property affiliated with the Ranch/Farm took place prior to or as part of the sale, the Grantee shall repay all grant funds allocated under this Contract to the Department.

c. Except as provided in subsection b, the Grantee shall not subdivide or sell any private property affiliated with the Ranch/Farm during the term of this Contract. If the Grantee subdivides or sells private property affiliated with the Ranch/Farm prior to the termination of this contract, the Grantee shall immediately notify the Department and repay all grant funds allocated under this Contract to the Department.

## 20. SEVERABILITY

The provisions of this Grant Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Grant Agreement.

## 21. INCORPORATION OF GRANT APPLICATION

The Grantee's approved Grant Application is incorporated by reference as part of this Contract; however, the terms of this Contract shall take precedence over the terms of the approved Grant Application in the event of conflict or ambiguity.

## 22. OPERATION AND MAINTENANCE

a. Any Grant-assisted Improvements implemented through the Project must be properly operated and maintained for the intended purposes and duration as stated in the Grant Application. Operation includes the administration, management, and performance of non-maintenance actions needed to keep the completed improvements safe and functioning as intended. Maintenance includes work to prevent deterioration of the improvement, repairing damage, or replacement of the improvement to its original condition if one or more components fail.

b. If, during the term of this Contract, a major flood, fire, or other force majeure causes substantial damage to the ranching or farming operation, or to any Grant-assisted Improvement, the Grantee shall notify the Program Coordinator in writing within fifteen (15) calendar days of discovering the damage. The parties shall assess the damage and determine whether to continue the Project and/or operation and maintenance responsibilities.

## 23. EQUIPMENT

a. Equipment shall be the property of the Grantee, and the Grantee shall be responsible for maintenance and safekeeping of such Equipment.

b. Equipment shall be used only for the purposes of this Contract.

c. The Grantee shall not execute a lease of Equipment without the prior approval of the Program Coordinator.

## 24. OWNERSHIP OF INFORMATION

a. Title to all documents, reports and other materials prepared by the Grantee in performance of this Grant Agreement shall rest in the Department, except for copyrighted material prepared in advance of this Grant Agreement by the Grantee at the expense of the Grantee. The Department shall have full and complete rights to reproduce, duplicate, disclose, publish, advertise, perform and otherwise use all documents, reports and other materials prepared under this Grant Agreement, except for copyrighted material. The Grantee shall have full and complete rights to reproduce, duplicate, disclose, publish, advertise, perform and otherwise use all documents, reports and other materials prepared under this Grant Agreement.

b. The Grantee shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Grant Agreement performance or use by the State of materials furnished or work performed under this Grant Agreement. The State shall reasonably notify the Grantee of any claim for which it may be liable under this paragraph.

## 25. GRANTEE'S REPRESENTATIONS AND WARRANTIES

All representations and warranties made by the Grantee under this Contract shall survive the expiration or termination of this Contract. In addition, the parties acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Ch. 5.

The Grantee shall ensure compliance with federal immigration laws as required by Executive Order 2005-30.

## 26. INTEGRATION

This Contract constitutes the entire agreement between the Department and Grantee pertaining to the subject matter herein and accurately sets forth their rights, duties and obligations. All prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

## 27. SCOPE OF WORK

### A. EFFECTIVE DATE:

This Contract shall become effective upon the date it is executed by both parties.

### B. TERM:

This Contract shall terminate on (**ENTER TERMINATION DATE-SAME AS ON COVER PAGE-IS ESTIMATED PROJECT END DATE)**

### C. NOTICES, CORRESPONDENCE, REPORTS AND PAYMENTS:

1. Notices, correspondence and payments on behalf of the Department to the Grantee shall be sent to (list name, mailing address, phone, fax and email address):

2. Notices, correspondence, data, analyses, inquiries, invoices, technical reports and other information, including all Deliverables from the Grantee to the Department shall be sent to:

   Program Coordinator:

   Karol Brill
   Arizona Department of Agriculture
   1688 W. Adams St.
   Phoenix, Arizona 85007
   Phone: (602) 542-0972
   Fax: (602) 364-0830
   e-mail: kbrill@azda.gov

### D. DELIVERABLES

1. Included with every reimbursement request, the Grantee shall submit to the Program Coordinator a budget report and a brief narrative report. Reimbursement requests may be submitted on a quarterly basis or less frequently if no expenses have occurred. A paper copy of the budget and narrative reports shall be mailed to the Department. The reports shall include, but are not limited to, budget expenditures, in-kind expenditures, and a brief narrative of the project's progress, as applicable. Grantee must obtain Program Coordinator pre-approval before any funds are relocated within the original/approved budget in the Grant Application. The Grantee is responsible for responding to any inquiries from the Department.

2. The Grantee shall identify the Grant Contract Number and Task Number(s) completed in all reports submitted to the Program Coordinator.

3. On an annual basis, until the project is completed and the Contract is terminated, the Grantee shall submit to the Program Coordinator a budget report and narrative report. The reports shall include, but are not limited to, budget expenditures, in-kind expenditures and a narrative detailing how grant funds were used to achieve project objectives to date as outlined by the Grantee in the Grant Application. Reports must be sent to ADA no later than thirty (30) calendar days after the close of each twelve month period.

4. At the end of the project, a final budget report and a final narrative report must be submitted and approved by the Department. The final narrative report shall include at a minimum: a summary of the project goals and objectives, project results or outcomes (including any data or photos), aspects of the project that worked well and things that did not work well, any public involvement and coordination, how the project has preserved open space, and how the project has benefited the State of Arizona. The Department will not disburse final payment until the final report and all requirements of the Grant Agreement have been fulfilled. All remaining grant funds or outstanding grant funds must be reconciled.

5. The Grantee shall include the following language in all reports prepared for this Contract and in any publication of reports or results generated with the financial support of the Arizona Department of Agriculture:

   a) "The Arizona Department of Agriculture has funded all or a portion of this Project."
   b) "The views or findings presented are the Grantee's and do not necessarily represent those of the State, or the Arizona Department of Agriculture."

## E. PROJECT SUMMARY:

(This section will be project specific and will outline the project purpose)

## F. PROJECT BUDGET

| Budget Category | LCCGP Funds |
|---|---|
| **TOTAL LCCGP BUDGET** | **$0.00** |

## G. SCHEDULE OF TASKS, DELIVERABLES AND PAYMENTS:

| Task | Deliverable | Due Date | Cost |
|---|---|---|---|
| 1: | | | |
| 2: | | | |
| 3: | | | |
| 4: | | | |
| 5: | | | |
| 6: | | | |
| 7: | | | |
| 8: | | | |
| 9: | | | |
| 10: | | | |
| **Total Grant Amount:** | | | $ |
| **An Advance payment of $$$ applies to this Contract (see paragraph 13, Payments)** | | | |