LIVESTOCK & CROP CONSERVATION GRANT PROGRAM

Helping Preserve Arizona's Open Spaces

GRANT MANUAL
and
APPLICATION PACKAGE

Fiscal Year 2016 Funding Cycle

APPLICATION DUE DATE:

5:00 P.M., Monday, October 5, 2015*

*All dates and deadlines included in this manual are subject to change.

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

http://searchagriculture.az.gov/act/grantopportunities.aspx

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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 2016 funding cycle. Section I of the grant manual provides general information on the Arizona Department of Agriculture's 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

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 grazing and agricultural 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 underwent this public process and were 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.

Historically, by Arizona statute, the Livestock & Crop Conservation Fund received two million dollars each fiscal year for program implementation and administration. The FY2016 funding source is comprised of unused grant funds from previous grant cycles. As a result, there will be an approximate amount ranging between $600,000.00 and $700,000.00 available in grant awards for the FY 2016 grant cycle. Multiple grants will be awarded. However, no more than 50% of the grant funds may be awarded with respect to projects in any one county in one fiscal year.

I. C. Eligible Applicants

Eligible applicants include:

- Individual Landowners within two distinct focal areas in Apache, Cochise, Coconino, Graham, Greenlee, Navajo, Pima, Pinal and Santa Cruz counties.
- Grazing or agricultural lessees of State or Federal land within two distinct focal areas in Apache, Cochise, Coconino, Graham, Greenlee, Navajo, Pima, Pinal and Santa Cruz counties.

The FY2016 funding cycle will be limited to projects that restore grassland habitat, provide and/or ensure reliable water on grassland habitat and eliminate fencing barriers within two distinct focal areas in the high desert and semi-desert grasslands of Northern and Southeastern Arizona (see maps on pages 29 and 30).

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 2016 funding cycle, the following types of projects will be considered eligible for funding:

1. **Use of LCCGP funds to <u>restore grassland habitat</u> within two distinct focal areas in the high desert and semi-desert grasslands of Northern and Southeastern Arizona (see attached Map):**

2. **Use of LCCGP funds to <u>provide and/or ensure reliable water on grassland habitat</u> within two distinct focal areas in the high desert and semi-desert grasslands of Northern and Southeastern Arizona (see attached Map):**

3. **Use of LCCGP funds to <u>eliminate fencing barriers and install wildlife friendly fencing</u> within two distinct focal areas in the high desert and semi-desert grasslands of Northern and Southeastern Arizona (see attached Map):**

4. **Use of LCCGP funds to <u>cover the costs of livestock deferment</u> related to the conservation management practices in items 1, 2 and 3.**

5. **Use of LCCGP funds as matching or leveraged funds to other partner programs included in the Regional Conservation Partnership Program (RCPP).** For example, if the applicant is participating in or plans to apply for any of the eligible partner programs below, LCCGP funds could be awarded for use as matching funds to the agreement.

    - US Department of Agriculture, Natural Resources Conservation Service, Environmental Quality Incentive Program (USDA NRCS EQIP)
    - Arizona Game & Fish Department (Landowner Relations Incentive Program)
    - US Fish and Wildlife Service (Partners for Wildlife Program)
    - Department of Environmental Quality (Watershed Improvement Program)

When LCCGP funds are used as matching or leveraged funds, LCCGP funds may only be used for actual costs less the funds received from any other program. So, if the actual cost of a project is $50,000 and the grantee received $35,000 from USDA-NRCS (or other eligible partner program) for that project, then the grantee can only use $15,000 of LCCGP funds as a match, even if the originally estimated LCCGP match was 50% or $35,000.

If receiving matching or leveraged funds through another partner program agreement, before receiving any ADA grant funds, you will be required to sign an acknowledgement affirming your knowledge and consent that your ADA and other partner program contract information will be shared between ADA and the other partner(s) and affirming that the combined payments expected from both agreements will not exceed one hundred percent of the cost of implementing the planned conservation practices.

NOTE: ***Funding may not be used for construction or repair of buildings, corrals, holding/shipping pens and roads. Funding may not be used for purchasing equipment or tools. In addition, Evaluators may deem other projects inappropriate for funding during the evaluation process.***

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.

- Only one application per applicant will be accepted.

NOTE: *Projects that are part of an enforcement action required by a regulatory agency are* ***ineligible*** *for funding. For example, if a reduction of livestock on an allotment has been required due to a violation of permit terms, no funding will be awarded to off-set the costs of deferring that livestock. In addition, projects required to rectify the violation of other regulations, such as air quality or water quality rules, will not be eligible 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. For a brief summary of some of the permits that may be required, see Appendix C: Permit Summary on page 39 of this manual. To obtain more detailed information about specific permits, contact the regulatory authority. **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.

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.

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 applicable, the Applicant shall obtain SHPO clearance prior to any ground disturbing work. See the SHPO Certification Form on page 31 of this manual. The Applicant certifies by signing the SHPO Certification Form that all necessary steps to comply with SHPO will be taken. For questions about SHPO, please contact an LCCGP Coordinator.*

I. F. 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:

5:00 p.m. Monday, October 5, 2015

LATE APPLICATIONS WILL NOT BE ACCEPTED.

Submit one (1) original grant application and three (3) copies of the applicant and project information form and project proposal 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. The three copies must include the applicant and project information form and the project proposal form. **Failure to include all 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 **5:00 p.m. Friday, September 18, 2015**. 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 5:00 p.m. Monday, October 5, 2015. Failure to include all required information will result in the rejection of your application.**

Grant applications submitted by the 5 p.m., October 5 deadline will be publicly opened, read and recorded beginning at 8:00 a.m. on October 6 at 1688 West Adams Street, Phoenix, Arizona.

I. G. Application Evaluation & Selection Process

All application packages will be evaluated by the LCCGP staff and/or 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), AZGFD, USDA-NRCS, the universities, the conservation community and the agriculture community.

The Original Application and General Rating Criteria will be reviewed and ranked by LCCGP staff. Applications must meet a minimum score according to the General Rating Criteria in order to be passed on to the evaluators for further evaluation. After the initial review, specific evaluators will use the FY 2016 LCCGP Project Proposal Rating Criteria to rank applications based on the Project Proposal (see page 28). **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. It is important that you provide supporting information to give the Evaluators a clear idea of what you are planning to do. However, do not include excess information that is not necessary or pertinent to the application. 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. **The Evaluation Team may deny funding in whole or part to any project, regardless of it ranking, if the Evaluation Team believes all or part of the project is inconsistent with the statutorily mandated objective of preserving open space, such as projects on land planned for future development and the installation of wells with much more capacity than necessary for agricultural purposes.** 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: *LCCGP grant awards shall not exceed $50,000.00. Total project costs may be higher.*

Applicants will be notified by mail as to whether or not they received a grant award after the evaluation process is completed. Following notification of grant award monies, the ADA grant coordinator will be in contact with the grantee to establish the Grant Award Agreement (contract) (See Appendix D: Grant Contract Template, Page 41). **ADA anticipates that grant award notifications will be made in .**

NOTE: ***Individuals awarded funding will be required to provide proof of lawful presence in the United States before a Grant Award Agreement will be executed. Pursuant to state and federal law, an individual cannot receive grant funding without meeting this proof requirement. Additionally, proof of participation in E-verify will be required of applicants who are employers as defined in A.R.S.* § 23-211(4).**

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.**

PROTESTS: Applicants have the right to protest the grant manual and grant awards. A protest of an award or proposed award of a grant and any appeal shall be resolved in accordance with the rules of procedure adopted pursuant to A.R.S. § 41-2611. See A.A.C. R2-7-A901 et seq. An interested party shall file a protest in writing with the Director of the Department of Agriculture, with a copy to the State Procurement Administrator. A protest of the grant manual shall be filed before the due date and time for grant applications. A protest of a proposed award or of an award shall be filed within 10 days after the grant applications are open for public inspection. A protest shall include the following information:

1. The name, address and telephone number of the protesting party;
2. The signature of the protesting party or its representative;
3. Identification of the agency soliciting grant applications and the name and year of the grant program;
4. A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
5. The form of relief requested.

I. H. FY 2016 Application Rating Criteria

All grant applications submitted during the FY 2016 LCCGP funding cycle will be ranked according to the General Rating Criteria and the Project Proposal Rating Criteria. The General Rating Criteria will take into consideration Conservation Management, Livestock Management, Crop Management, Wildlife and Habitat, Open Space Preservation and Partnerships. The Project Proposal Rating Criteria will take into consideration Open Space Preservation, Public Benefit, Conservation Management, Project Longevity and Budget. For a more detailed description of the rating criteria and to view the point values associated with the above rating criteria, see the General Rating Criteria Questionnaire on page 18 and the Project Proposal Criteria on page 28 of this manual.

II. How to Submit an Application

II. A. Application Guidelines

Complete the LCCGP Application Package that is included in this manual (begins on page 12). An electronic copy of the Application Package is available on the Arizona Department of Agriculture website (http://www.azda.gov/Main/LiveCropGrantProgram.htm). Make sure to respond to all items and include all required forms and certifications. You must use the forms provided. Whenever possible, project maps should be 8.5" x 11". However, if you feel a larger map better illustrates your project, you may include it, but please keep all maps a reasonable size.

All application forms included in this manual must be completely filled out and submitted with the grant application package.

*****FAILURE TO INCLUDE ALL REQUIRED INFORMATION OR FOLLOW APPLICATION INSTRUCTIONS 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:

- If the project is eligible per Section I.D.
- 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 to no later than September 30, 2019 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**.

Matching Funds are not required for projects in this grant program, but they are encouraged. If you intend to provide matching funds (including in-kind match), 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 on the project proposal rating criteria.

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.

The Grantee may request advance payment of partial grant funds, not to exceed 50% of the total grant award. 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 (i) provide reasonable assurance (documentation, receipts, invoices, etc.) that the advanced funds were used to pay for goods and services covered by the Scope of Work actually received and performed and (ii) return the unspent portion of the advance within 60 days. The Department has the right to disallow expenses determined inappropriate or unreasonable. The Grantee shall also demonstrate that all advanced monies have been expended or returned prior to requesting reimbursement for other allowable expenses.

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. Contact Information for Questions

Please contact an LCCGP Coordinator if you have any questions:

Lisa James
LCCGP Grant Program Manager
Arizona Department of Agriculture
1688 West Adams Street
Phoenix, AZ 85007
Phone: (602) 542-3262
E-mail: ljames@azda.gov
Toll Free Outside Maricopa County: (800) 294-0308
Fax: (602) 364-0830

Ashley Worthington
LCCGP Grant Program Coordinator
Arizona Department of Agriculture
1688 West Adams Street
Phoenix, AZ 85007
Phone: (602) 542-0972
E-mail: aworthington@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.**

The Grant Agreement will include language regarding the subdivision of private property affiliated with the ranch/farm*. To review this language, please refer to paragraph 19 in the Sample Contract located in Appendix D of this manual.

*"Ranch" or "Farm" means privately owned property and leased property of the Grantee that makes up the ranching/farming operation. **Any acreage included or referenced in the application will be considered part of the "Ranch" or "Farm."**

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.*

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. The grant recipient will also be responsible for submitting reports and requests for reimbursement and/or funding advances as appropriate throughout the duration of the grant contract. For a complete description of required reports, please see the Deliverables section in the Scope of Work in the Sample Contract (Appendix D, page 41).

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. Project Proposal Criteria**
- **G. Map of Applicable Distinct Focal Area**
- **H. SHPO Certification Form**
- **I. W-9 & Vendor Authorization Form and Instructions**
- **J. Application Package Checklist**

Livestock and Crop Conservation Grant Program
FY 2016 Grant Application Package
GRANT APPLICATION COVER LETTER

Include a cover letter as the first page of your application. In no more than one page, address the following points:

1. Reason(s) for applying to the LCCGP.
2. A short summary of your proposed project, including what problem(s) will be addressed, what the project will accomplish, what public benefit(s) the project will provide and how it will preserve open space.

Livestock and Crop Conservation Grant Program
FY 2016 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.

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 4 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. It is anticipated that grants will be awarded in October 2015 with grant contract being developed after that with recipients. Please do not put a project start date prior to October 2015 unless you are applying for matching funds to be put toward a contract with another Agency.

6. **Location of Project** – Enter the section, township and range coordinates of the **project location**.

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.
   County – County where the project is being done.
   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 from another Agency – Enter the amount (if any) that another Agency will provide.
   In-Kind Match from Applicant – 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 2016 Grant Application Package
APPLICANT AND PROJECT INFORMATION FORM

Fill in all information on this page.

1. Project Title – *Please limit the length of the title to five to seven words.*

2. Project Summary – *Sum up the overall project in a few sentences.*

3. Type of Project:

- ❑ Matching Funds to Other Conservation Grant/Financial Assistance Program
- ❑ Restoration of Grassland Habitat
- ❑ Providing and/or Ensuring Reliable Water on Grassland Habitat
- ❑ Elimination of Fencing Barriers
- ❑ Livestock Deferment

4. Proposed Project Will Take Place On – *check all that apply:*

- ❑ Private Property # of Acres _____
- ❑ State Trust Land # of Acres _____
- ❑ Federal Land # of Acres _____

5. Project Start Date:_____ Project End Date:_____

6. Location of Project

Section: _____ Township: _____ Range: _____
Section: _____ Township: _____ Range: _____
Section: _____ Township: _____ Range: _____

7. Applicant Information:

Applicant Name:

Ranch/Farm Name:

Address:

Address:

City:

State:

ZIP Code:

County:

Phone:

Fax:

Email:

State Legislative District:

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 read and understands the grant manual, including the sample contract, 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 or Applicant's Authorized Representative Title

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

Note: Any letters of support or forms required from other organizations used as supporting documentation for this section must be signed and dated on or after June 1, 2015.

1. Conservation Management

a. **Ranch/Farm Management Plan** – a written program of action that addresses protection and enhancement of rangeland natural resources. 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. **This must be a plan that addresses the whole operation, not just a Forest Service Allotment Management Plan (AMP). If the operation consists solely of private land and a Forest Service Allotment, and only an AMP is used, explain how the private land is included in the AMP.
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.

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. (Reduction must not be due to a violation of permit terms).
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. Crop Management

a. **Pollutant reduction –** farmer has implemented practices or taken steps to reduce pollutants, such as nutrients, sediment, pesticides or salinity in surface or ground waters on the operation and the lands surrounding the operation.
b. **Best Management Practices (BMP's) –** list of practices designed to reduce particulate matter (PM 10) pollution created by activities on the farm.

c. **Irrigation water management –** farmer uses a variety of methods to monitor and more efficiently and effectively manage irrigation water on the operation.
d. **Soil improvement –** farmer uses high residue crops, such as small grains, corn or alfalfa, to improve soil quality on the operation.

4. **Wildlife and Habitat**

a. **Established or potential presence of pronghorn antelope and/or grassland obligated wildlife species on the operation –** confirmation by the Arizona Game and Fish Department.
b. **Grassland habitat, reliable waters or removal of barriers for pronghorn antelope and grassland obligated species on the operation–** confirmation by the Arizona Game and Fish Department.

5. **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. Self Explanatory.
c. Self Explanatory.
d. Self Explanatory.

6. **Partnerships**

a. **Public Agency or Private Conservation 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 criterion, 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.
b. **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.
c. **Matching Funds** – producer has an existing contract or agreement for a grant/financial assistance from another eligible partner program that requires the producer to provide matching funds and, if awarded, the producer will be using LCCGP funds for the required match.

Livestock & Crop Conservation Grant Program
FY 2016 Grant Application Package
GENERAL RATING CRITERIA QUESTIONNAIRE

INSTRUCTIONS: Mark only one answer for each question. Be sure to attach any required information as indicated by your answer. You will only receive points if the required information is attached. Any letters of support or forms required from other organizations used as supporting documentation for this section must be signed and dated on or after June 1, 2015.

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

	GENERAL CRITERIA CATEGORY	YES	NO
1	**Land Management - 25 Points**		
a	Do you have a management plan that covers the entire ranch/farm, is up to date and currently in use? (up to 15 pts)		
	If your answer is "Yes" you will need to provide the following information: ● Executive summary (not to exceed 2 pages) describing management plan ● If plan consists of a state or federal agency lease, allotment or conservation plan, please describe		
b	Do you have formal ranch/farm monitoring mechanism(s) in place ? (up to 10 pts)		
	If your answer is "Yes" you will need to provide the following information: ● Description/copy of monitoring mechanism(s) ● Describe how monitoring data is utilized to adjust the ranch/farm management plan ● If applicable, describe any partnerships you have with any outside agency/entity to conduct monitoring		
2	**Livestock Management - 35 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: ● Applicable annual bills of collection (USFS, BLM)/annual grazing questionnaire and rent billing (ASLD) showing reduction ● Land Management Agency Verification Form (page 21 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? (15 pts)		
	If your answer is "Yes" you will need to provide the following information: ● Applicable annual bills of collection (USFS, BLM)/annual grazing questionnaire and rent billing (ASLD) showing reduction ● Land Management Agency Verification Form (page 21 of this manual) ● For Private land: brand inspections, sale barn receipts ● 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? (10 pts)		
	If your answer is "Yes" you will need to provide the following information: ● Land Management Agency Verification Form (page 21 of this manual)		
3	**Crop Management - 35 points**		
a	Have you taken steps to or implemented practices to reduce pollutants, such as nutrients, sediment, pesticides or salinity in surface or ground waters on the farm and the surrounding lands? (10 pts)		
	If your answer is "Yes" you will need to provide the following information:		

	● Describe the steps/practices you have implemented ● Describe (or include records of) any decrease in pollutants that resulted from the practices you implemented		
b	Have you implemented Best Management Practices (BMPs) on the operation to reduce Particulate Matter (PM10 or air) pollution? (10 pts)		
	If your answer is "Yes" you will need to provide the following information: ● Copy of your Agricultural Best Management Practices General Permit Record		
c	Is irrigation water managed on the operation through monitoring inflow (flowmeters), limiting tailwater, irrigation scheduling, soil moisture monitoring and record keeping? (10 pts)		
	If your answer is "Yes" you will need to provide the following information: ● Describe water management practices and how you adjust irrigation based on them		
d	Do you use high residue soil improving crops (small grains, corn, alfalfa) in your crop rotation? (5 pts)		
	If your answer is "Yes" you will need to provide the following information: ● Describe crop rotation schedule and highlight soil improving crops used		
4	**Wildlife and Habitat - 30 points**		
a	Is there an established presence of pronghorn antelope and/or grassland obligate wildlife species present on the operation or have the potential to be present on the operation once the project is implemented? (20 pts)		
	If your answer is "Yes" you will need to provide the following information: ● Letter from the Arizona Game and Fish Department (indicating the presence or potential presence of pronghorn and grassland obligate species on the operation.) ● Letter from Arizona Game and Fish Department indicating the benefits of the project for pronghorn and grassland obligate species on the operation		
b	Does this project restore grassland habitat, provide reliable waters, or remove barriers for pronghorn and grassland obligate species? (10 pts)		
	If your answer is "Yes" you will need to provide the following information: ● Letter from Arizona Game and Fish Department verifying the project proposed improves habitat for pronghorn and grassland obligate species.		
5	**Open Space Preservation - 25 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	Will your proposed project take place on State property? (5 pts)		
c	Will your proposed project take place on private property? (5 pts)		
d	Do you hold a State Land Lease as part of your operation? (5 pts)		
6	**Partnerships - 30 points**		
a	Have you worked with any public agency or private conservation entity in the last 5 years to implement conservation based practices on the operation? (up to 10 pts, 5 pts per practice/project)		
	If your answer is "Yes" you will need to provide the following information: ● List of entities and brief descriptions of projects		
b	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: ● Name and signed letter(s) of support from the partnering entity		

c	Will the producer use these grant funds as leverage or matching funds to another eligible partner program included in the Regional Conservation Partnership Program (RCPP)? (10 pts)		
	If your answer is "Yes" you will need to provide the following information: ● Name and contact person of the eligible partner program ● Copy of contract/agreement/commitment letter with the eligible partner program		

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 between 2010 and 2015?

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.

2. Voluntary Reduction in Herd Size

Has the permit/lease associated with the operation been subject to a voluntary reduction in livestock numbers between 2010 and 2015?

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.

3. Permittee/Lessee Compliance Status

Has the above named permittee/lessee had any adverse actions on their permit within the last five years? If yes, please briefly describe the reason for the adverse action.

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 2016 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 awarded funding, only the project(s) included in your project proposal will be eligible for inclusion in your Grant Contract.*

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

2. Project Purpose: In no more than **2** pages, 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?
- What benefit(s) will be provided to wildlife by the project?
- How does the project provide for the preservation of open space?
- What threat to open space exists in the area (ie. if the operation is at significant risk of real estate development or other urbanization pressure).
- How have you worked with other agencies to promote conservation on your operation (other than receiving funding)?
- Is the operation part of a contiguous, unfragmented landscape or wildlife habitat (explain)?
- How many acres of private land are affiliated with the operation?

3. Scope of Work: In no more than **2** pages, 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 maps precisely illustrate 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. Please also indicate if the project will take place on private, state or federal land.
- **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.) Additionally, 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 Success and Longevity** – Has the project already been approved by the necessary agencies? 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? What is your plan for maintaining the project?
- **Schedule of Tasks, Deliverables and Payments (see example below), 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.	10/15	12,500.00
2	Contract labor/equipment to install fence.	Fence installed.	1/16	10,000.00
3	Purchase supplies/equipment for new well.	Supplies purchased.	7/16	12,500.00
4	Contract well drilling.	Well drilled.	8/16	15,000.00
6	Write and submit quarterly report(s) to ADA on progress of projects and disposition of grant funds to date. Request reimbursements as appropriate.	ADA Quarterly Report(s) and Reimbursement Request Form(s) submitted.	1/15/16 4/15/16 7/15/16 10/15/16	-
7	Write and submit Final Report to ADA to close out grant.	Final Report submitted.	10/16	-
TOTAL GRANT AMOUNT:				**$50,000.00**

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.

Include supporting documentation, such as quotes for supplies, equipment rental, installation, etc, whenever applicable. Explain differences in costs for similar projects. Also, explain the need for specific items in the budget (for example, explain why a 20,000 gallon storage tank is necessary for the project instead of a 5,000 gallon tank).

* 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, large equipment, GPS equipment, rain gauge equipment, etc. are ineligible for LCCGP funding.

Matching Funds or In-Kind contributions are not required for most projects in this grant program, but are encouraged. 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 rating criteria (see page 28, Project Proposal Rating Criteria #5). Please indicate if In-Kind contributions or cost efficiency savings will be as part of a partnership or the sole contribution of the applicant.

If you intend to seek reimbursement for any in-kind costs, including per mile travel costs, your project application and budget must identify those costs for which you intend to seek reimbursement. In addition, the reimbursement rate for those in-kind costs must be pre-approved by the Department and will be included in the grant award agreement. You can provide justification for these costs (if applicable) in the Project Budget Details section on page 27.

If receiving matching funds through a NRCS agreement, before receiving any ADA grant funds, you will be required to sign an acknowledgement affirming your knowledge and consent that your ADA and NRCS contract information will be shared between ADA and NRCS and affirming that the combined payments expected from both agreements will not exceed one hundred percent of the cost of implementing the planned conservation practices.

Livestock and Crop Conservation Grant Program
FY 2016 Grant Application Package
PROJECT PROPOSAL FORM

Please complete each of the following sections of the Project Proposal. For the project purpose and scope of work, you may use up to **2 pages each (up to 4 pages total – not including the project budget), double spaced, 12 point font with standard margins** (1" right and left and 1" top and bottom). Failure to abide by these guidelines may make your application ineligible. Clearly title each section.

1. Project Title:

2. Project Purpose:
Please address the following questions in no more than 2 pages:

- 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?
- What benefit(s) will be provided to wildlife by the project?
- How does the project provide for the preservation of open space?
- What is the threat to open space in the area?
- How have you worked with other agencies to promote conservation on your operation (other than receiving funding)?
- Is the operation part of a contiguous, unfragmented landscape or wildlife habitat (explain)?
- How many acres of private land are affiliated with the operation?

3. Scope of Work:

Please address the following points in no more than 2 pages:

- Project location (including type of land project will take place on)
- Size of project (how many acres impacted and how many feet of fence or pipeline)
- 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 – has the project been approved, how long will outcome(s) last, commitment to maintenance and maintenance plan
- Schedule of Tasks, Deliverables and Payments (see page 23 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			

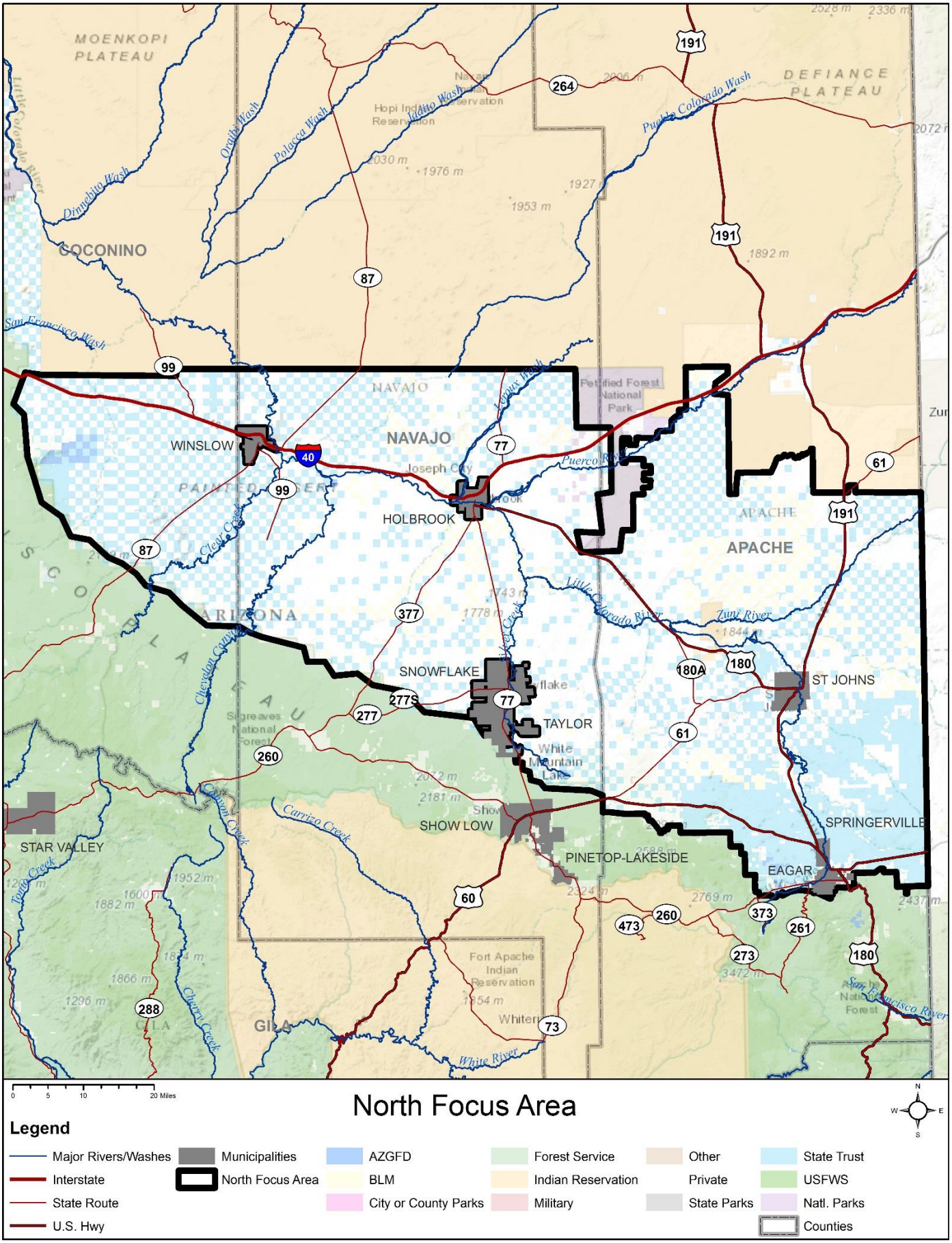
Project Budget Details – *provide written explanation of anything included in your budget above that you feel may need clarification.*

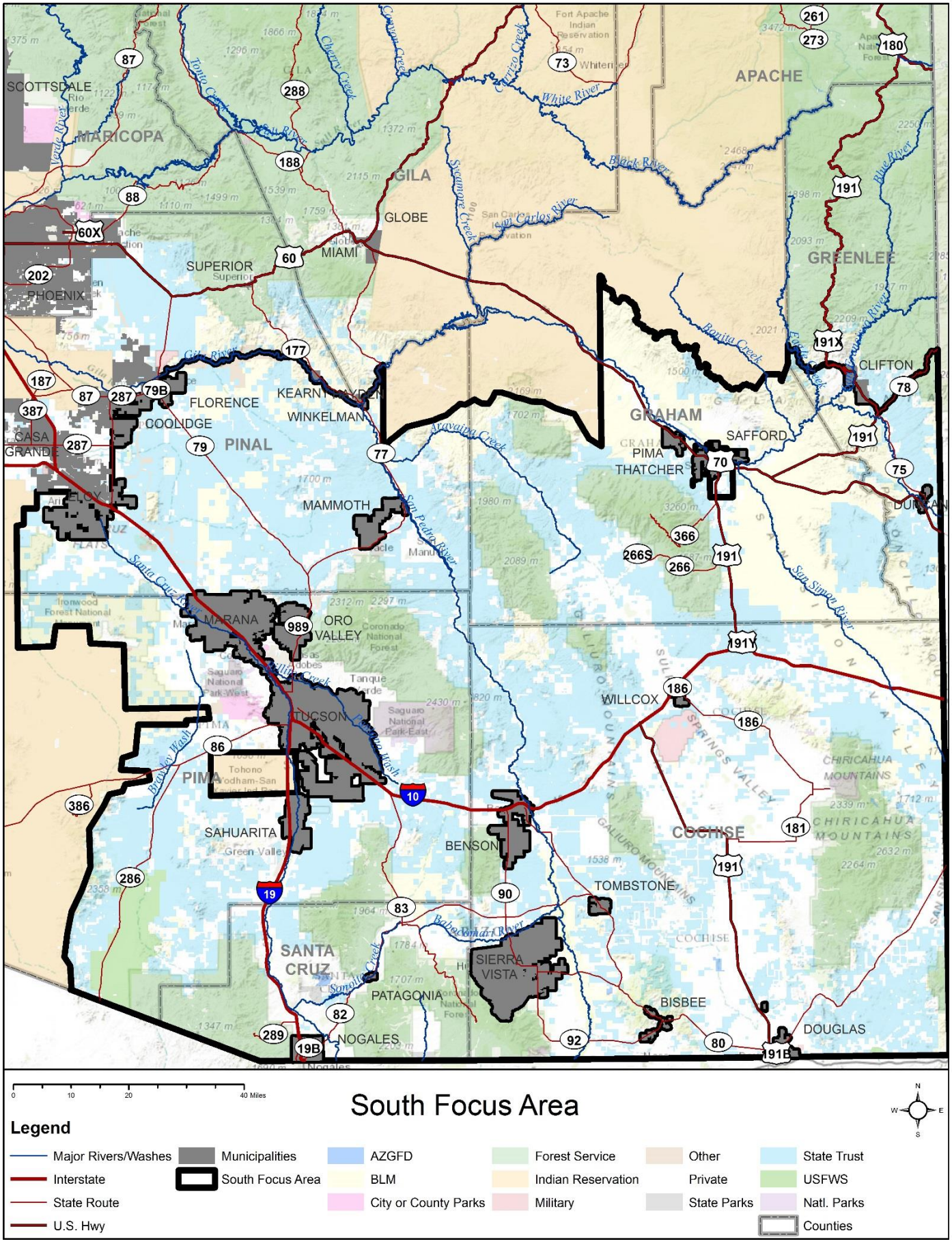
Arizona Department of Agriculture
Livestock & Crop Conservation Grant Program
FY 2016 Funding Cycle - Grant Evaluation

Project Proposal Rating Criteria

NOTE: This form is included to inform you of what the Evaluators will be looking for in the project proposal. You do not need to turn it in with your application.

PROJECT PROPOSAL CRITERIA CATEGORY		
1	**Open Space Preservation**	**Up to 40 Points**
	● Development pressure or threat present ● Amount of private land affiliated with operation ● Private land part of contiguous, unfragmented landscape	
2	**Public Benefit**	**Up to 35 Points**
	● Benefit to wildlife and/or threatened and endangered species and species of special concern ● Benefit to health of rangeland ● Preservation of natural resources (i.e.. riparian areas, etc.) ● Total acres impacted by project	
3	**Conservation Management**	**Up to 35 Points**
	● Conservation management issues addressed by proposed project ● Applicant is working with other agencies or partners to implement conservation practices ● Methods of monitoring project	
4	**Project Success and Maintenance**	**Up to 30 Points**
	● Has applicant already received approval from necessary agencies to implement project ● Life of the project (How long the final product of the project will last, impact of the project, etc.) ● Applicant's commitment to maintaining the project ● Applicant's plan for maintaining the project	
5	**Budget**	**Up to 40 Points**
	● Detailed, complete, reasonable ● Amount of in-kind contribution ● Supporting documentation included (quotes, estimates, etc.) ● Explanations for need for supplies, equipment, etc. ● Explanation for cost variance on items in budget	


MOENKOPI PLATEAU
DEFIANCE PLATEAU
COCONINO
NAVAJO
APACHE
GILA
WINSLOW
HOLBROOK
SNOWFLAKE
TAYLOR
SHOW LOW
PINETOP-LAKESIDE
EAGAR
SPRINGERVILLE
ST JOHNS
STAR VALLEY
Petrified Forest National Park
Fort Apache Indian Reservation
Hopi Indian Reservation
Navajo Reservation
Joseph City
White Mountain Lake
Sitgreaves National Forest
Apache National Forest
Little Colorado River
Puerco River
Zuni River
San Francisco River
White River
Cibecue Creek
Carrizo Creek
Chevelon Canyon
Clear Creek
Dinnebito Wash
Oraibi Wash
Polacca Wash
Jadito Wash
Pueblo Colorado Wash
Leaves Wash
Silver Creek
Cherry Creek
Tonto Creek
San Francisco Wash
Little Colorado River
0 5 10 20 Miles
North Focus Area
Legend
Major Rivers/Washes
Interstate
State Route
U.S. Hwy
Municipalities
North Focus Area
AZGFD
BLM
City or County Parks
Forest Service
Indian Reservation
Military
Other
Private
State Parks
State Trust
USFWS
Natl. Parks
Counties


South Focus Area
0 10 20 40 Miles
Legend
Major Rivers/Washes
Interstate
State Route
U.S. Hwy
Municipalities
South Focus Area
AZGFD
BLM
City or County Parks
Forest Service
Indian Reservation
Military
Other
Private
State Parks
State Trust
USFWS
Natl. Parks
Counties
SCOTTSDALE
MARICOPA
PHOENIX
GILA
GLOBE
MIAMI
SUPERIOR
APACHE
GREENLEE
CLIFTON
GRAHAM
SAFFORD
PIMA
THATCHER
FLORENCE
COOLIDGE
CASA GRANDE
PINAL
KEARNY
WINKELMAN
MAMMOTH
MARANA
ORO VALLEY
TUCSON
PIMA
SAHUARITA
BENSON
WILLCOX
COCHISE
TOMBSTONE
SIERRA VISTA
BISBEE
DOUGLAS
SANTA CRUZ
PATAGONIA
NOGALES
White River
Black River
San Carlos River
Gila River
Verde River
Salt River
San Pedro River
Santa Cruz River
San Simon River
Blue River
Bonita Creek
Aravaipa Creek
Sycamore Creek
Cherry Creek
Canyon Creek
Tonto Creek
Pueblo Creek
Brawley Wash
Tanque Verde Wash
Babocomari River
Sonoita Creek
Fort Apache Indian Reservation
San Carlos Indian Reservation
Tohono O'odham-San Xavier
Saguaro National Park-West
Saguaro National Park-East
Coronado National Forest
Tanque Verde
Ironwood Forest National
Galiuro Mountains
Chiricahua Mountains
Sulphur Springs Valley
Cochise
Whiteriver
Superior
Nogales

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 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

Instructions for the State of Arizona Substitute W-9 & Vendor Authorization Form

General instructions:

1. Form GAO-W-9 should be completed by computer (electronically).

2. Vendor must type or legibly print all `Required' fields and submit to the State of Arizona agency they do business with for their review and authorization of the form.

Specific instructions:

Type of Request
Select the type of request being made. Select only one, the choices are: 1) New Request, 2) New Location or 3) Change. If selecting Change, please identify what fields have changed since the previous submission. Check all changes that apply: Tax ID, Legal Name, Entity Type, Minority Business Indicator, Main Address, Remittance Address or Contact Information.

Taxpayer Identification Number (TIN)

Social Security Number (SSN) OR Federal Employer Identification Number (FEIN)
Required. Enter your 9 digit Social Security Number (SSN) **OR** Federal Employer Identification Number (FEIN). This is your Taxpayer Identification Number (TIN) as assigned by the Internal Revenue Service (IRS) or Social Security Administration (SSA).

Entity Name

Legal Name
Required. Enter the name corresponding to the TIN given. Name must be the same as registered with the Internal Revenue Service (IRS) or Social Security Administration (SSA).

- **Individuals**: Enter First Name, Middle Name, Last Name
- **Sole Proprietorships**: Enter First Name, Middle Name, Last Name
- **ALL Others**: Enter Legal Name of the Business.

Entity Type
Required. Check only ONE entity type for the TIN given. If State of Arizona employee is selected, you must provide your State of Arizona Human Resources Information Solution (HRIS) Employee Identification Number (EIN). Board Members should select State of Arizona employee only if they have a State of Arizona HRIS EIN, otherwise select Individual/Sole Proprietor. If "Other" is selected, please provide a Description for your business.

Minority Business Indicator
Required. Select the most detailed description for your business. Only one selection can be made. If none apply, select the second from last description of Non-small, Non-Minority or Non-Women Owned Business (00). For non-businesses, please select the last option of Individual, Non-Business (00).

To be classified as a Small, Minority, Women-owned, or Disadvantaged Business Enterprises, a company must meet all qualifying standards and be at least 51 percent owned, operated, and controlled by the qualifying person or persons. For additional information and definitions, refer to the following web site:
http://www.azcommerce.com/BusAsst/SmallBiz/SBS/K1/Home.htm

Main Address-Required and **Remittance Address**-Optional Check `Same as Main' if the Remit to Address is the same as the Main Address entered.

Doing Business As (DBA)\Branch\Location
Optional. For the remittance address, enter a DBA, branch name or location, if applicable. Also enter any continuation of the Name or Business Name if needed.

Instructions for the State of Arizona Substitute W-9 & Vendor Authorization Form

Main Address cont.-Required and **Remittance Address**-Optional Check `Same as Main' if the Remit to Address is the same as the Main Address entered.

Address
Required. Enter under the `Main Address' an address where tax information and general correspondence is to be mailed. Enter under Remittance Address an address where payments should be made. Foreign addresses should enter full address here.

City
Required. Enter your city.

State
Required. Select your state from the drop-down list. If you are using an address outside of the U.S., select XX-Foreign address.

Zip code
Required. Enter your 5 digit zip code. A 4 digit add on is optional. If completing online, do not enter a dash. If foreign address, do not complete field and enter full address in the address line.

Contact Information-Required

Name
Required. Enter contact name. The person indicated will be contacted for payment related questions or issues.

Title
Optional. If the form is completed on behalf of a business, please enter your title.

Phone#
Required. Enter the contact's phone number including area code. If competing online, enter 9 numeric characters ONLY, do not enter any dashes, parenthesis or other special characters.

EXT
Optional. Enter the contact's phone number extension, if applicable.

email
Optional. Enter the contact's email address. Must be in the format: email@address.com.

Fax
Optional. Enter the contact's fax number. If completing online, enter 9 numeric characters ONLY, do not enter any dashes, parenthesis or other special characters.

Certification

Exempt from backup withholding
Optional. Check box if you are exempt from backup withholding (Individuals and sole proprietors are not exempt from backup withholding. Corporations are exempt from backup withholding for certain types of payments). Refer to IRS W-9 instructions for additional information.

Signature
Required. Signature should be provided by the individual, owner, officer, legal representative, or other authorized person of the entity listed on the form. Certain exceptions to the signature requirement are listed in the IRS instructions for form W-9.

Title
Required. Enter the title of the person who signed/certified the form.

Current Date
Required. This field will default to the current date if form is completed electronically.

Do not complete any remaining fields; they are reserved for use by the State of Arizona.

Additional Information
For additional information concerning certification requirements for the substitute W-9 form, refer to the instructions for the Internal Revenue Service form W-9 at: **www.irs.gov.**

State of Arizona Substitute W-9 & Vendor Authorization Form

Purpose: Establish or update a vendor account with the State of Arizona. This form meets the Federal requirements to request a taxpayer identification number (TIN), request certain certifications and claims for exemption, as well as the State of Arizona requirements for vendor establishment.

Instructions: Complete form if
1. You are a U.S. person (including a resident alien);
2. You are a vendor that provides goods or services to an Arizona state agency; **AND**
3. You will receive payment from the State of Arizona.

Return completed form to the state agency with whom you do business, for review and authorization.
See instructions below or refer to the IRS instructions at www.irs.gov for details on completing this form.

Type of Request (Must select at least ONE)

- ◯ New Request
- ◯ New Location (Additional Mail Code)
- ◯ Change (Select the type(s) of change from the following: ☐ Tax ID ☐ Legal Name ☐ Entity Type ☐ Minority Business Indicator ☐ Main Address ☐ Remittance Address ☐ Contact Information

Taxpayer Identification Number (TIN) (Provide ONE Only)

Social Security Number (SSN) ____ - ____ - ____ **OR** Federal Employer Identification Number (FEIN) ____ - ____

Entity Name Must Provide Legal Name (*Must match SSN or FEIN given. If Individual or Sole Proprietorship enter First, Middle, Last Name.)

Legal Name* ____

Entity Type Must Select One of the Following (Coding (X#) is for Internal Purposes Only)

- ◯ Individual/Sole Proprietor or Sole Proprietor organized as LLC, PLLC (6I)
- ◯ Corporation NOT providing health care, medical or legal services (5A)
- ◯ Corporation providing health care, medical or legal services (5M)
- ◯ Partnership, LLP or Partnership organized as LLC or PLLC (5C)
- ◯ An international organization or any of its agencies/instrumentalities (5U)
- ◯ The US or any or its political subdivisions or instrumentalities (2G)
- ◯ State of Arizona employee (1E) **STATE HRIS EIN** ____
- ◯ LLC, PLLC organized as corporation NOT providing health care, medical or legal services (5A)
- ◯ LLC, PLLC organized as corporation providing health care, medical or legal services (5M)
- ◯ A state, a possession of the US, or any of their political subdivisions or instrumentalities (4G)
- ◯ Other: Tax Reportable Entity (5P)
- ◯ Other: Tax Exempt Entity (5H)

Description ____

Minority Business Indicator Must select one of the following (Coding (X#) is for internal purposes only)

- ◯ Small Business (01)
- ◯ Small Business- African American (23)
- ◯ Small Business- Asian (24)
- ◯ Small Business - Hispanic (25)
- ◯ Small Business- Native American (27)
- ◯ Small Business- Other Minority (05)
- ◯ Small, Woman Owned Business (06)
- ◯ Small, Woman Owned Business- African American (29)
- ◯ Small, Woman Owned Business- Asian (30)
- ◯ Small, Woman Owned Business- Hispanic (31)
- ◯ Small, Woman Owned Business- Native American (33)
- ◯ Small, Woman Owned Business- Other Minority (11)
- ◯ Woman Owned Business (03)
- ◯ Woman Owned Business- African American (17)
- ◯ Woman Owned Business- Asian (18)
- ◯ Woman Owned Business- Hispanic (19)
- ◯ Woman Owned Business- Native American (21)
- ◯ Woman Owned Business- Other Minority (08)
- ◯ Minority Owned Business- African American (04)
- ◯ Minority Owned Business- Asian (32)
- ◯ Minority Owned Business- Hispanic (74)
- ◯ Minority Owned Business- Native American (15)
- ◯ Minority Owned Business- Other Minority (02)
- ◯ Non-Profit, IRC §501(c) (88)
- ◯ Non-Small, Non-Minority or Non-Woman Owned Business (00)
- ◯ Individual, Non-Business (00)

Main Address Where tax information and general correspondence is to be mailed

DBA\Branch\Location ____
Address ____
City ____ State ____ Zip code ____

Remittance Address Where payment is to be mailed ☐ Same as Main

DBA\Branch\Location ____
Address ____
City ____ State ____ Zip code ____

Vendor Contact Information

Name ____ Title ____
Phone # ____ Ext. ____ Fax ____ Email ____

Certification ☐ Exempt from backup withholding

Under Penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) AND
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding AND
3. I am a U.S. person (including U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

Signature ____ **Title** ____ **Date** ____

STATE OF ARIZONA **AGENCY** USE ONLY - AGENCY AUTHORIZATION — **VENDOR**: DO NOT WRITE BELOW THIS LINE

State HRIS EIN ____ Print Name ____ Signature ____
AGY ____ Title ____ Phone # ____ Email ____ Date ____

STATE OF ARIZONA **GAO** USE ONLY — **VENDOR & STATE AGENCY:** DO NOT WRITE BELOW THIS LINE

☐ IRS TIN Matching ☐ Corporation Commission ☐ HRIS ☐ GAO-03 ☐ Other
Vendor Number ____ Processed by ____ Date Processed ____

Livestock and Crop Conservation Grant Program
FY 2016 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.

ORIGINAL APPLICATION: Complete and submit the following items and supply the requested information in the original application. Please keep all items in the order they are found in the grant manual.

- ❑ Application Cover Letter
- ❑ Application and Project Information Form
- ❑ General Rating Criteria Questionnaire (including all supporting documentation)
- ❑ Land Management Agency Verification Form
- ❑ Project Proposal Form
- ❑ Map of Distinct Focal Area with Location of Operation Indicated
- ❑ SHPO Certification Form
- ❑ W-9 & Vendor Authorization Form

COPIES: In addition to the Original Application, please also submit three copies of the following documents:

- ❑ Applicant and Project Information Form
- ❑ Project Proposal Form

Submit one (1) complete original application and three (3) copies of the Applicant and Project Information Form and the Project Proposal Form by:

5:00 p.m. Monday, October 5, 2015

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 **5:00 p.m. Monday, October 5, 2015.**

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**
RCPP	**Regional Conservation Partnership Program**
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 1688 W. Adams St. Phoenix, AZ 85007 (602) 542-3262 or (602) 542-0972 (800) 294-0308 – outside Maricopa County	**Arizona Department of Environmental Quality** 1110 W. Washington St. Phoenix, AZ 85007 (602) 771-2300
Arizona Department of Water Resources 3550 N. Central Ave. Phoenix, AZ 85012 (602) 771-8500	**Arizona Game & Fish Department** 5000 W. Carefree Highway Phoenix, AZ 85086 (623) 236-7624
Arizona State Land Department 1616 W. Adams St. Phoenix, AZ 85007 (602) 542-4631	**Arizona State Parks** **State Historic Preservation Office** 1300 W. Washington St. Phoenix, AZ 85007 (602) 542-4009
Bureau of Land Management Arizona State Office One North Central Avenue, Suite 800 Phoenix, AZ 85004 (602) 417-9200	**U.S. Army Corps of Engineers** 3636 N. Central Ave., Suite 740 Phoenix, AZ 85012 (602) 640-2000
U.S. Fish & Wildlife Service AZ Ecological Services Field Office 2321 W. Royal Palm Rd., Suite 103 Phoenix, AZ 85021 (602) 242-0210	**U.S. Forest Service** Contact the specific forest office (USFS phone numbers are listed in the blue government pages of your phone book).
University of Arizona Cooperative Extension Contact your local county office: Apache: 928-337-2267 Cochise: 520-384-3594 Coconino: 928-774-1868 Gila: 928-425-7179 Graham: 928-428-2611 Greenlee: 928-359-2261 La Paz: 928-669-9843 Maricopa: 602-827-8200 Mohave: 928-753-3788 Navajo: 928-524-6271 Pima: 520-626-5161 Pinal: 520-836-5221 Santa Cruz: 520-281-2994 Yavapai: 928-445-6590 Yuma: 928-726-3904	**Natural Resources Conservation Service** 230 N. First Avenue, Suite 509 Phoenix, AZ 85003 (602) 280-8801

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

APPENDIX C: PERMIT SUMMARY

NOTE: This is a general overview of permits. This list is not meant to be all-inclusive. 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.

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 four 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) 364-0935 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 4 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.

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 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 the terms and conditions of this Grant Award Contract and agree to abide by all laws governing the expenditure of LCCGP funds.	
Each signatory certifies it has authority to enter into this Grant Award Contract.	
GRANTEE	**DEPARTMENT**
Signature of Authorized Individual **Date**	**Signature of Authorized Individual** **Date** Mark W. Killian
Printed Name	**Typed Name** Director
Printed 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 or leased 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 make up 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 in whole or in part 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.

SAMPLE

o. "Ranch" means privately owned property and leased property of the Grantee that make up 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. "Subdivision" means any division of land into two or more parcels. Subdivision includes without limitation land for which a vicinity plan, preliminary plat, final plat or similar document has been approved by a municipality, or county body in which it is filed, such as a Planning and Zoning Commission.

u. "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 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. The State is not 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.

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5. AUDIT OF RECORDS

Pursuant to A.R.S. § 35-214, 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).

SAMPLE

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 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

SAMPLE

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 provisions of Executive Order 75-5, as amended by Executive Order 2009-09, are incorporated herein by reference. These Executive Orders mandate, in part, that contractors will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex or national origin and will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, color, religion, sex or national origin.

13. PAYMENTS

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

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b. Actual cost, reimbursement and advance.

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. The Department has the right to disallow expenses determined inappropriate or unreasonable.

2) Reimbursement rates for in-kind costs, including labor, supplies, personal equipment, and per mile travel costs, are listed in the Scope of Work, Section F. Grantee is not entitled to reimbursement for in-kind costs identified as matching funds or in-kind contributions in the grantee's application.

3) The Grantee may request advance payment of partial grant funds, not to exceed 50% of the total grant award. 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 (i) provide reasonable assurance (documentation, receipts, invoices, etc.) that the advanced funds were used to pay for goods and services covered by the Scope of Work actually received and performed and (ii) return the unspent portion of the advance within 60 days. The Grantee shall also demonstrate that all advanced monies have been expended or returned prior to requesting reimbursement for other allowable expenses.

4) If receiving matching funds through a NRCS agreement, before receiving any ADA grant funds, you will be required to sign an acknowledgement affirming your knowledge and consent that your ADA and NRCS contract information will be shared between ADA and NRCS and affirming that the combined payments expected from both agreements will not exceed one hundred percent of the cost of implementing the planned conservation practices.

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 expenses 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 this Contract, the Grantee shall have a current IRS-W9 Form on file with the Department.

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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 the Program Coordinator.

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.

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 this Contract to another party without prior written approval of the Department.

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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 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. After the completion of this Contract, the Grantee shall not subdivide or sell more than 20 percent of the private property affiliated with the Ranch/Farm for five (5) years. If the Grantee subdivides or sells private property affiliated with the Ranch/Farm prior to the completion of this Contract or subdivides or sells more than 20 percent of the private property affiliated with the Ranch/Farm within five years after the completion of this Contract, the Grantee shall immediately notify the Department and repay all grant funds allocated under this Contract to the Department.

d. Notwithstanding the foregoing, during the five (5) years following completion of the Contract, if a Grantee transfers control of the Project Location through sale of the Ranch/Farm and 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 or by the new owner or any subsequent owner prior to the expiration of those five (5) years, the Grantee shall not be required to repay the grant funds pursuant to this section.

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 AND MANUAL

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. Grant funds may not be used for any purpose prohibited in the Grant Manual and Application Package or not authorized by A.R.S. § 41-511.23.

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

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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. The Grantee shall not purchase or lease Equipment without the prior approval of the Program Coordinator.

b. Equipment approved for purchase shall be the property of the Grantee, and the Grantee shall be responsible for maintenance and safekeeping of such Equipment.

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

24. OWNERSHIP OF INFORMATION

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.

25. E-VERIFY

If the grantee is an employer as defined in A.R.S. § 23-211(4), the grantee shall register with and participate in the e-verify program. Before receiving the grant funds, the grantee shall provide proof to the Department that the grantee is registered with and is participating in the e-verify program. If the Department determines that the grantee is not complying with this section, the Department shall notify the grantee by certified mail of the Department's determination of noncompliance and the grantee's right to appeal the determination. On a final determination of noncompliance, the grantee shall repay all monies received as a grant to the Department within thirty days of the final determination

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.

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27. SURVIVABILITY

Notwithstanding anything herein to the contrary, the parties understand and agree that all representations and warranties made by the Grantee and all terms and conditions of this Contract that may require continued performance, compliance, or effect beyond the termination date of this Contract shall survive the expiration or termination of this Contract.

28. THIRD PARTY ANTI-TRUST VIOLATIONS

The Grantee assigns to the State any claims for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Grantee toward fulfillment of this Contract.

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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:

Lisa James
LCCGP Grant Program Manager
Arizona Department of Agriculture
1688 West Adams Street
Phoenix, AZ 85007
Phone: (602) 542-3262
E-mail: ljames@azda.gov
Toll Free Outside Maricopa County:(800) 294-0308
Fax: (602) 364-0830

Ashley Worthington
LCCGP Grant Program Coordinator
Arizona Department of Agriculture
1688 West Adams Street
Phoenix, AZ 85007
Phone: (602) 542-0972
E-mail: aworthington@azda.gov

D. DELIVERABLES

1. On a quarterly basis and included with every reimbursement request, the Grantee shall submit to the Program Coordinator a budget report and a brief narrative report. 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.

   Quarterly reports are due no later than the due dates below:

Reporting Periods	**Report Due on or before**
July 1 – September 30	October 15
October 1 – December 31	January 15
January 1 – March 31	April 15
April 1 – June 30	July 15

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

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3. At the end of the project, a final budget and 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.

   NOTE: The Grantee shall be required to schedule a monitoring visit with their grant coordinator prior to final payment.

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:			
Total Grant Amount:	$		

SAMPLE