



LIVESTOCK OPERATOR FIRE AND FLOOD ASSISTANCE GRANT PROGRAM (LOFFAP)

GRANT MANUAL

and

APPLICATION PACKAGE

Fiscal Year 2024 Funding Cycles

APPLICATION DUE DATES:

11:59:59 p.m. MST, Friday, September 29, 2023

11:59:59 p.m. MST, Friday, December 29, 2023

11:59:59 p.m. MST, Friday, March 29, 2024

11:59:59 p.m. MST, Friday, June 28, 2024

All forms necessary to complete an application are available in this manual. Additional copies and fillable forms may be obtained from our website:

<https://agriculture.az.gov/grants>

**Arizona Department of Agriculture
Livestock Operator Fire and Flood Assistance Grant Program (LOFFAP)**

FY 2024 GRANT MANUAL & APPLICATION PACKAGE

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I. General Application Information

A. Definitions

1. "AZDA" means the Arizona Department of Agriculture, which is designated as the administrator of the LOFFAP.
2. "Director" means the director of the Arizona Department of Agriculture.
3. "Evaluation Team" means at least three individuals with the appropriate background and expertise necessary to evaluate infrastructure project proposals, which may include individuals from stakeholder groups such as land management agencies, the universities, the conservation community, and the agriculture community.
4. "Final Deadline" means the last date and time an application may be submitted to be considered for evaluation during a grant cycle.
5. "Forty animals" means forty animals of the same species per year of normal operation, which quantity may be obtained by taking the average number of animals owned by the grant applicant during the three-year period prior to grant-eligible infrastructure damage.
6. "Fund" means the livestock operator fire and flood assistance fund, established under A.R.S. § 3-109.03(D), which is defined as federal monies, legislative appropriations from the state general fund, public and private grants, and private donations received for the purpose of providing grant monies to the LOFFAP.
7. "General Rating Criteria" means those evaluation factors set forth in Section IV(E).
8. "Grant Agreement" means the contract between a grantee and AZDA to govern the grant award.
9. "Grant cycle(s)" means the period(s) within one fiscal year in which grant applications are evaluated and award(s) are made.
10. "Grantee" means the recipient of a LOFFAP grant award.
11. "Infrastructure" means the fixed installations that a livestock operation needs in order to function, such as fencing, barns, wells, stock tanks, water distribution systems, wells, buildings, fences, pipelines, spring and water developments, corrals and other essential components to a livestock operation. Designation of infrastructure components not listed is subject to the discretion of the Evaluation Team and the Director, but does not include any items not directly related to the livestock operation, including human habitations, vehicles, or heavy equipment.
12. "Infrastructure Project" means a project that is required as a result of a single wildfire and that wildfire's associated flooding.
13. "Livestock" means cattle, equine, sheep, goats and swine, except feral pigs. As defined under A.R.S. § 3-1201(5).

14. "LOFFAP" means the livestock operator fire and flood assistance grant program, established under A.R.S. § 3-109.03(A).
15. "Manual" means the final guidelines and criteria published by AZDA for administration of the LOFFAP, after a sixty-day public comment period.
16. "Infrastructure Project Proposal Rating Criteria" means those evaluation factors set forth in Section IV(F).
17. "Other Funds" means funds from other sources that are used to meet the statutorily required 50% of the total infrastructure project costs.

B. Purpose of this Manual and the LOFFAP

1. The Manual is designed to assist applicants with the preparation of applications for grant monies from the LOFFAP FY 2024 grant cycles. Section I of the Manual provides general information on the AZDA's LOFFAP granting process. Section II contains information describing how to complete a grant application. Section III contains information on the process of grant awards and Grant Agreements. Section IV contains all necessary grant application forms and instructions. Section V contains appendices A – E.
2. The primary purpose of the LOFFAP is to provide a source of funding for landowners and lessees of a livestock operation who require reconstruction assistance as a result of infrastructure damage caused by a single wildfire and that wildfire's associated flooding.

C. Funding Source

The source of funding for LOFFAP is the livestock operator fire and flood assistance fund, established under A.R.S. § 3-109.03. The legislature has appropriated \$10,000,000.00 to the Fund, of which an amount of \$9,500,000.00 will be available for grant awards. Multiple grants may be awarded.

D. Eligibility and Limitations

1. Only one application per applicant will be accepted per grant cycle. Eligible applicants are livestock-operation landowners and lessees:
 - a. Who own over forty animals, as defined by this Manual, as part of a livestock operation;
 - b. Whose livestock-operation infrastructure was damaged as a result of a single wildfire and that wildfire's associated flooding;
 - c. Who needs assistance for infrastructure repair to continue the livestock operation; and
 - d. Who are ineligible for funding from, or are only partially funded by, another federal or state program, to repair their damaged infrastructure.
2. LOFFAP funds are available for funding private, non-governmental infrastructure projects that take place on private lands or lands leased from the State or federal government by private individuals.

3. Grant of LOFFAP funds is limited as follows:
 - a. No more than 50% of the monies in the Fund may be awarded with respect to infrastructure projects in any one county in one fiscal year.
 - b. A grant cannot exceed 50% of the total cost of the grantee's infrastructure project cost as a result of that wildfire's associated flooding, including all amounts received from other sources, whether from the grantee or from other state and federal programs. Grantees will be required to sign a consent to allow sharing of information between AZDA and other state and federal programs. Sources of other funding include but are not limited to:
 - i. Insurance
 - ii. Charitable Organizations
 - iii. FEMA Hazard Mitigation Assistance Program Grants
 - iv. USDA Forest Service
 - Burned Area Emergency Response
 - Burned Area Rehabilitation
 - v. USDA Farm Service Agency
 - Livestock Indemnity Program
 - Livestock Forage Disaster Program
 - Emergency Conservation Program
 - Emergency Relief Program
 - Noninsured Crop Disaster Assistance Program
 - vi. USDA NRCS
 - Environmental Quality Incentives Program
 - Emergency Watershed Protection Program
 - vii. Under a federal disaster declaration, the following could be sources of financial assistance:
 - Individual Assistance
 - Small Business Administration
 - c. A grant cannot exceed an aggregate of \$250,000 for damage caused to a livestock operation as a result of a single wildfire and that wildfire's associated flooding.

E. Ineligible Uses of Funds (not all-inclusive):

1. The following purchases are not considered to be eligible infrastructure expenses:
 - a. Heavy equipment purchases: Applicants are encouraged to rent equipment when possible and cost-effective, or to use other funds to purchase heavy equipment.

- b. Housing, outbuildings not used as part of the livestock operation infrastructure system, vehicles, decorative furnishings or furniture, or any other item not essential to the livestock operation.
- c. General maintenance such as mowing, trimming, regular repairs, etc.
- d. Replacement of defunct equipment or infrastructure that was not operational before June 1, 2019.
- e. Replacement of infrastructure that did not exist before June 1, 2019.
- f. Infrastructure projects that are part of an enforcement action required by a regulatory agency.

F. Compliance with Legal Requirements

1. LOFFAP funded infrastructure projects may involve work or construction that requires permits and clearances from various agencies. Applicants are responsible for determining that all necessary permits that apply to their infrastructure project are identified and obtained, and that they comply with all local, state, and federal requirements or restrictions related to the infrastructure project.
 - a. AZDA does not determine which, if any, permits are required for specific infrastructure projects, nor does it review permits for accuracy or appropriateness. For a brief summary of some of the permits that may be required, see Appendix C: Permit Summary on page 30 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 infrastructure 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 infrastructure construction.
 - b. If you will be implementing an infrastructure project on State or Federal land, be sure to review your infrastructure 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 infrastructure project. **If you are awarded funds for an infrastructure 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.**
 - c. **State Historic Preservation Office (SHPO) clearance is required for all ground disturbing infrastructure projects funded by the State of Arizona.** If applicable, the Applicant shall obtain SHPO clearance prior to any ground disturbing work.

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.*

G. Grant Application Schedule

1. There are four grant cycles included for FY 2024:

2024-1 Grant Cycle	Application deadline in September 29, 2023
2024-2 Grant Cycle	Application deadline in December 29, 2023
2024-3 Grant Cycle	Application deadline in March 29, 2024
2024-4 Grant Cycle	Application deadline in June 28, 2024

2. Notification of the request for grant applications consists of publication of the final Manual, which shall occur four weeks prior to the Final Deadline, pursuant to a waiver of the notification period under A.R.S. § 41-2702(C) granted to AZDA under A.R.S. § 41-2703.

H. Application Due Dates and General Instructions

1. Applicants must submit their application package electronically on-line at: <http://tinyurl.com/LOFFAP2024-4>. Applications must be submitted no later than the following Final Deadline:

11:59:59 p.m. (MST) Friday, September 29, 2023

11:59:59 p.m. (MST) Friday, December 29, 2023

11:59:59 p.m. (MST) Friday, March 29, 2024

11:59:59 p.m. (MST) Friday, June 28, 2024

2. **LATE APPLICATIONS WILL NOT BE ACCEPTED. Failure to include all required information will result in the rejection of your application.**
3. Grant applications submitted by the Final Deadline will be publicly opened, read, and recorded beginning at 8:00 a.m. (MST) on the next business day after the Final Deadline at 1110 W. Washington Street, Suite 450, Phoenix, Arizona.

I. Application Evaluation & Selection Process

1. All application packages will be initially reviewed by the LOFFAP staff after the Final Deadline for each grant cycle, based on the General Rating Criteria. Applications must meet the General Rating Criteria in order to be passed on to the Evaluation Team.
2. After the initial staff review, the Evaluation Team will use the Infrastructure Project Proposal Rating Criteria to rank applications (see page 25). **Grant award recommendations will be made based on the application ranking and the strength of the infrastructure 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.

J. Awards

1. **The LOFFAP Evaluation Team may adjust monetary grant requests, infrastructure project proposal scopes of work, and/or infrastructure project budgets. The Evaluation Team may deny funding in whole or part to any infrastructure project, regardless of its ranking, if the Evaluation Team believes all or part of the infrastructure project is inconsistent with the statutorily mandated objective or the Manual. The Evaluation Team reserves the right to award grants to all applicants, in whole or in part, who qualify under the evaluation process.**
2. Once the Evaluation Team has completed their ranking of applications and infrastructure project proposal review, they will make grant award recommendations to the AZDA Director, who may affirm, modify or reject the evaluators' recommendations in whole or in part. The Director's modification of the evaluators' recommendations may include the adjustment of the budget on any proposed award individually or on all awards by an amount or percentage. If the Director does not affirm the recommendations, the Director shall document in writing the specific justifications for the action taken. The specific justifications shall be made available for public inspection no later than thirty days after the action is taken.
3. Applicants will be notified by e-mail as to whether or not they received a grant award after the evaluation process is completed. Following notification of grant award monies, the LOFFAP Coordinator will be in contact with the grantee to conduct a site-visit and establish the Grant Agreement (see Appendix D: Grant Agreement Template, Page 32).
4. After grant awards have been made, all applications and the associated evaluations will be made available to the public. AZDA 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. Determination of confidentiality remains in the discretion of the LOFFAP staff.

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). In order to receive payments, the State of Arizona Substitute W-9 & Vendor Authorization Form will also be required.

K. Protests

1. Applicants have the right to protest the Manual, grant awards, and other final agency actions.
2. A protest of the Manual shall be filed on or before May 31, 2024. Protests of the Manual received after that date will not be considered.
3. An applicant shall file an award protest in writing, addressed to the Director, and mailed, emailed, or hand-delivered to a LOFFAP Coordinator. A protest of an award shall be filed within 10 days after the grant applications are open for public inspection, however, a protester may submit a written request to the Director for an extension of the time limit for filing of the protest. The request for extension shall be submitted before the expiration of the 10-day time limit and shall set forth good cause as to the specific reason for the extension. The Director shall approve or deny the request in writing, state the reasons for the determination, and, if an

extension is granted, set forth a new date for submission of the protest. If the protester shows good cause, the Director may consider a protest that is not timely filed. The LOFFAP staff shall immediately give notice of a protest to all grant applicants or awardees. A protest shall include the following information:

- a. The name, address and telephone number of the protesting party;
- b. The signature of the protesting party or its representative;
- c. Identification of the agency soliciting grant applications and the name and year of the grant program;
- d. A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
- e. The form of relief requested.

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II. How to Submit an Application

A. Application Guidelines

1. Complete the LOFFAP Application Package that is included in this manual (begins on page 13). An electronic copy of the Application Package is available on the Arizona Department of Agriculture website (<https://agriculture.az.gov/grants>). Make sure to respond to all items and include all required forms and certifications. You must use the forms provided. Whenever possible, infrastructure project maps should be 8.5" x 11". However, if you feel a larger map better illustrates your infrastructure project, you may include it, but please keep all maps a reasonable size.
2. 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.*****

B. Planning and Writing Your Infrastructure Project Proposal

1. Before applying for a grant, you should pre-plan your infrastructure project and:
 - a. Have a reasonable basis to believe that the infrastructure project is eligible per Section I(D);
 - b. Gather documentation of damage and associated infrastructure project costs. (ex: quotes, estimates, photographs, maps, etc.);
 - c. Identify each element of the infrastructure project, and the schedule for implementation or each element;
 - d. Identify the source, number and function of needed personnel or contractors;
 - e. Establish a budget for incremental stages of the infrastructure project (detailed budget – see example in Infrastructure Project Budget Instructions and Form).
2. Read and familiarize yourself with all sections of this manual. Make sure your proposed infrastructure project addresses all the described requirements of the infrastructure project proposal form.
3. Grant awards are implemented through Grant Agreements, which may extend to **no later than 24 months** from Grant Agreement start date depending on the type of infrastructure project. **AZDA staff will write your Grant Agreement based on your application, so it is important that you carefully complete the application forms.**
4. **Infrastructure Project Cash Flow:** Be aware of the timing and amount of money (cash flow) needed to complete the infrastructure project specified within your application. If you are selected for a grant award, **payments are generally made on a reimbursement basis.** Grantees must provide assurance that the work has been completed (receipts, invoices, etc.) in order to receive reimbursement.

5. **The Grantee may request advance payment of partial grant funds, not to exceed 50% of the total LOFFAP grant award. The Grantee shall submit written justification to the LOFFAP Coordinator explaining the need for a funding advance and detailed documentation justifying the amount of the advance requested. Funding advances will be subject to LOFFAP 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 120 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 AZDA will not be responsible for reimbursement of those costs.*

C. Contact Information for Questions

Please contact a LOFFAP Coordinator if you have any questions:

Marty Suter
Arizona Department of Agriculture
1110 W. Washington Street
Suite 450
Phoenix, AZ 85007
Mailing Address:
1802 W. Jackson Street #78
Phoenix, AZ 85007
Cell: (602) 361-8720
E-mail: loffap@azda.gov

Ashley Estes
Arizona Department of Agriculture
1110 W. Washington Street
Suite 450
Phoenix, AZ 85007
Mailing Address:
1802 W. Jackson Street #78
Phoenix, AZ 85007
Phone: (602) 542-0972
Cell: (602) 316-6775
E-mail: loffap@azda.gov

Toll Free Outside Maricopa County: (800) 294-0308
Fax: (602) 364-0830

III. Grant Awards & Reporting

A. Notification of Award and Grant Agreement

Applicants will be notified via email 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. **Grant Agreements must be signed and returned to AZDA within 30 days of receipt. Failure to submit an executed copy of the Grant Agreement within 30 days of receipt will result in the loss of awarded grant funds, unless the delay was caused by circumstances outside of the control of the grant recipient.**

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

B. Records and Reporting Requirements

1. The grant recipient will be responsible for setting up and maintaining a infrastructure project file that contains all records of correspondence with AZDA, receipts, invoices and copies of all reports and documents associated with the infrastructure project.
2. These records must be maintained for five (5) years after the submission of the final report indicating the infrastructure project's completion.
3. 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 Agreement.
4. For a complete description of required reports, please see the Deliverables section in the Scope of Work in the Sample Contract (Appendix D, page 32).

C. General Indemnification

To the fullest extent permitted by law, grantee shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, 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 grantee or any of grantee's 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 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 grantee from and against any and all claims. It is agreed that grantee will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the grant award, 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 under this Agreement.

IV. Application Package

A. Forms

1. All forms necessary to complete a LOFFAP Application Package are contained in this section. Instructions on how to fill out each form are also contained in this section. The application forms are in the following order:
 - a. Attestation Form (Notarization Required)
 - b. Infrastructure Project Proposal Form and Instructions
 - c. Infrastructure Project Budget Form and Instructions
 - d. Infrastructure Project Overview Map and Associated Photos
 - e. General Rating Criteria
 - f. Infrastructure Project Proposal Criteria
 - g. Land Management Agency Verification Form
 - h. Application Package Checklist

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**Arizona Department of Agriculture
Livestock Operator Fire and Flood Assistance Grant Program (LOFFAP)**

ATTESTATION

This section allows for applicants to attest to their eligibility for the Livestock Operator Fire and Flood Assistance Grant Program. Please refer to the Grant Manual to select all applicable criteria below that apply:

CERTIFICATION

I certify, under penalty of perjury, that the following statement(s), if selected by me, are true and correct:

- "I am a landowner and/or lessee of a livestock operation with more than 40 animals as part of the livestock operation, as defined by the Grant Manual."*
- "My livestock-operation infrastructure was damaged as a result of a wildfire and associated flooding that occurred on or after June 1, 2019."*
- "I agree to provide all documentation with regard to other funding sources."*
- "I am ineligible for other or additional sources of funding, and I need assistance for infrastructure repair."*
- "I am able to provide documentation of the above statements."*

ACKNOWLEDGMENT AND CONSENT

- I acknowledge and consent to sharing of information between the AZDA and other funding agencies.

VERIFICATION

Applicant Name (Print): _____

Applicant Signature: _____ Date: _____

SUBSCRIBED AND SWORN before me this _____ day of _____, 20____.

Notary Public

My commission expires: _____

**Arizona Department of Agriculture
Livestock Operator Fire and Flood Assistance Grant Program (LOFFAP)**

INFRASTRUCTURE PROJECT PROPOSAL FORM - INSTRUCTIONS

1. **Infrastructure Project Title** - Using five to seven words, title your infrastructure project in a way that is clear and descriptive.
2. **Infrastructure Project Summary** - In one paragraph or less, sum up the overall infrastructure project (why is it needed/important, what will be accomplished and how).
3. **Type of Infrastructure Project** - Check the boxes that apply to the appropriate type of infrastructure project and provide descriptions where applicable.
4. **Proposed Infrastructure Project Will Take Place On** - Check all boxes that apply to the ownership of the land where the infrastructure project will take place. For example, if the infrastructure project will take place partially on your private land and partially on State Trust Land, check both the private property and State Trust Land boxes.

Please enter how many acres will be affected by the infrastructure project per land type. (Please include the acres directly and indirectly affected by the infrastructure project. For example, replacing a flood damaged pipeline on less than one acre, but the availability of water may impact an entire allotment or several hundred acres.) **Note: This is not a ranking criteria.**

5. **Wildfire Name and Year** - Enter the name and year of the wildfire event that caused the infrastructure loss.
6. **Associated Flooding Loss Date** - Describe how the wildfire created associated flooding damage and enter the date of the infrastructure loss due to that wildfire's associated flooding.
7. **Infrastructure Project Start/ End Date** - Enter the date you intend to begin the infrastructure project and the date you anticipate the infrastructure project will be completed, no later than May of 2026.
8. **Location of Infrastructure Project** - Enter the section, township and range coordinates of the infrastructure project location.
9. **Applicant Information** - Enter the applicable information for the entity/individual receiving funds and reporting funds on their tax return.
10. **Infrastructure Project Manager/ Contact Person** - Enter the applicable information for the person that will have day to day knowledge or management of the infrastructure project. This is the person that will be contacted if infrastructure project clarification is required.

11. Infrastructure Project Costs

Total Infrastructure Project Costs - Enter the total infrastructure project costs of the wildfire's associated flooding.

LOFFAP Funds Requested - Amount requested must not exceed 50% of the total Infrastructure Project costs.

Other Funds - *Must be 50% of the total Infrastructure Project costs.*

12. **Infrastructure Project Purpose:** In no more than **two** pages, describe why the infrastructure project is necessary/important and address the following questions:
 - What problem is addressed by the infrastructure project?
 - What will the infrastructure project accomplish?

13. Scope of Work: In no more than **two** pages, describe in detailed steps how you will accomplish what you have described in the Infrastructure Project Purpose. Include the following:

- **Infrastructure Project Location** - Outline where the infrastructure 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 infrastructure project so the grant evaluators will be able to clearly understand where your infrastructure project is located on the operation, the surrounding topography, the type of rangeland and what's around the infrastructure 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 infrastructure 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) or Forest Service offices to obtain maps. Also see mapping website resources in Appendix B. You may also use the websites listed in Appendix B to help you with maps. The infrastructure project/topographical map should be in a 1:24,000 scale. Include state or federal permit/lease allotment maps. You are required to provide additional drawings and/or photographs describing the infrastructure project site. In order to provide a thorough evaluation, you are encouraged to include pre & post flood event photographs.
- **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.
- **Timeline** - When will the work be done? Include a detailed schedule of **infrastructure project milestones** with estimated completion dates. Milestones are significant events or tasks which will occur throughout the implementation of the infrastructure project.
- **Schedule of Tasks and Deliverables (see example below), including:**

SAMPLE - Schedule of Tasks and Deliverables

No.	Task	Deliverable	Expected Date of Completion
1	Obtain fencing supplies and materials.	Fencing supplies obtained.	11/24
2	Contract labor/equipment to install fence.	Fence installed.	1/25
3	Purchase supplies/equipment.	Supplies purchased.	7/25
4	Contract well clean out.	Well clean out.	8/25
6	Write and submit quarterly report(s) to AZDA on the progress of infrastructure projects and disposition of grant funds to date. Request reimbursements as appropriate.	AZDA Quarterly Report(s) and Reimbursement Request Form(s) submitted.	1/15/25 4/15/25 7/15/25 10/15/25
7	Write and submit Final Report to AZDA to close out grant.	Final Report submitted.	10/25

**Arizona Department of Agriculture
Livestock Operator Fire and Flood Assistance Grant Program (LOFFAP)**

INFRASTRUCTURE PROJECT PROPOSAL FORM

Fill in all information on this page.

1. Infrastructure Project Title - <i>Please limit the length of the title to five to seven words.</i>
2. Infrastructure Project Summary - <i>Sum up the overall project in a few sentences.</i>
3. Type of Infrastructure Project - <i>check all that apply:</i> <input type="checkbox"/> Well repair or replacement <input type="checkbox"/> Building repair or replacement (Must be an essential component to the livestock operation). Describe: _____ <input type="checkbox"/> Fence repair or replacement <input type="checkbox"/> Pipeline repair or replacement <input type="checkbox"/> Spring and water distribution repair or replacement <input type="checkbox"/> Corral repair or replacement <input type="checkbox"/> Equipment. (Must be an essential component to the livestock operation). Describe: _____ <input type="checkbox"/> Other essential component to the livestock operation Component Name: _____ Essential Function: _____
4. Proposed Infrastructure Project Will Take Place On - <i>check all that apply:</i> <input type="checkbox"/> Private Property Estimated # of acres impacted _____ <input type="checkbox"/> State Trust Land Estimated # of acres impacted _____ <input type="checkbox"/> Federal Land Estimated # of acres impacted _____
5. Wildfire Name _____ Year _____
6. Associated Flooding Loss Date: _____. Describe how flooding resulted from the wildfire: _____ _____ _____
7. Infrastructure Project Start Date: _____ Infrastructure Project End Date: _____

8. Location of Infrastructure Project:

Section: _____ Township: _____ Range: _____

Section: _____ Township: _____ Range: _____

Section: _____ Township: _____ Range: _____

9. Applicant Information:

Applicant Name:

Operation Name:

Address:

Address:

City:

State:

ZIP Code:

County:

Phone:

Email:

10. Infrastructure Project Manager/ Contact Person - Individual who will have day to day knowledge or management of the infrastructure project and should be contacted if clarification is required (if different than applicant name):

Name:

Title:

Address:

Address:

City:

State:

ZIP Code:

Phone:

Email:

12. Infrastructure Project Purpose:

Please address the following questions:

Why is the infrastructure project needed?

What problem is addressed by the infrastructure project?

What will the infrastructure project accomplish?

13. Scope of Work:

Please address the following points:

Infrastructure project location (including type of land infrastructure project will take place on)

Key personnel - who will be doing the work

Timeline – When will work be done, etc.?

Schedule of Tasks and Deliverables (see page 15 of this Manual for instructions and sample Schedule of Tasks)

**Arizona Department of Agriculture
Livestock Operator Fire and Flood Assistance Grant Program (LOFFAP)**

INFRASTRUCTURE PROJECT BUDGET FORM - INSTRUCTIONS

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

Infrastructure Project Title: Enter the title of the infrastructure project that matches the other application forms.

Infrastructure Project Budget: Estimate the total cost of implementing the infrastructure project. Include numeric values for requested LOFFAP funds and funds from other sources for the following categories:

- **Administrative Labor** - costs associated with the administration of the grant paperwork and reporting requirements.
- **Infrastructure Project Labor** – costs associated with completing the actual infrastructure project.
- **Employee Related Expenses (ERE)** – if applicable, costs for employees, i.e. payroll taxes, medical insurance, workman’s comp, etc.,
- **Infrastructure Project Related Travel** – if applicable, costs for mileage, meals and lodging associated with the completion of the infrastructure project.
- **Equipment** - cost of any equipment which may be leased or purchased.*
- **Supplies** - cost of supplies, materials, rock, cement, etc.*
- **Contractual** – costs for sub-contract labor and/or services performed by another entity.
- **Other** - any other costs associated with the infrastructure project that do not fit into the above categories.

* Equipment and supplies that can be used for general ranch operations outside of the scope of the infrastructure project(s) being applied for are not eligible for LOFFAP funding. For example, office supplies, tools, generators, heavy equipment, GPS equipment, rain gauge equipment, etc. are ineligible for LOFFAP funding. Equipment included in the budget must include documentation that shows the make, model and the reasonable cost for the equipment being replaced due to flood damage or flood loss. LOFFAP funds will not pay for more than 50% of the approved reasonable replacement cost of the equipment.

If you intend to seek reimbursement for any grantee costs, including labor, supplies and personal equipment use or per mile travel costs, your infrastructure project application and budget must identify those costs for which you intend to seek reimbursement. In addition, the reimbursement rate for those grantee 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 Infrastructure Project Budget Narrative section on page 21.

If receiving funds through an agreement with another funding agency, before receiving any LOFFAP grant funds, you will be required to sign an acknowledgement affirming your knowledge and consent that your grant information will be shared between the AZDA and other funding agencies. See Attestation Form on page 13.

**Arizona Department of Agriculture
Livestock Operator Fire and Flood Assistance Grant Program (LOFFAP)**

INFRASTRUCTURE PROJECT BUDGET FORM

Infrastructure Project Title: _____

Total Infrastructure Project Budget (by expense category)			
Budget Detail	<u>Total Infrastructure Project Costs</u>	<u>LOFFAP Funds*</u> (Amount requested must not exceed 50% of the Total Infrastructure Project Costs)	<u>Other Funds</u> (Must be 50% of the Total Infrastructure Project Costs)
Administrative Labor:	\$	\$	
Infrastructure Project Labor:	\$	\$	
Employee Related Expenses (ERE):	\$	\$	
Infrastructure Project Related Travel:	\$	\$	
Equipment:	\$	\$	
Supplies:	\$	\$	
Contractual:	\$	\$	
Other:	\$	\$	
TOTAL:	\$	\$	\$

* A grant cannot exceed 50% of the grantee's total infrastructure project cost that is required as a result of a single wildfire and that wildfire's associated flooding.

Budget Narrative

Use the Budget Narrative boxes to provide an explanation of how the dollar figures were calculated. Provide as much detail as possible. Refer to supporting documentation, such as quotes for supplies, equipment rental, installation, etc. whenever applicable. Explain differences in costs for similar infrastructure 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 infrastructure project instead of a 5,000 gallon tank).

Reviewers will be evaluating whether the costs are reasonable and necessary for the completion of the proposed work.

Administrative Labor

Infrastructure Project Labor

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Employee Related Expenses (ERE)

Infrastructure Project Related Travel

Budget Narrative

Equipment

(Detailed quotes or documentation that shows make, model and cost of the infrastructure replacement must be included in the application for all equipment costs)

Supplies

Contractual

(Detailed quotes must be included in the application for all contractual costs)

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Other

**Arizona Department of Agriculture
Livestock Operator Fire and Flood Assistance Grant Program (LOFFAP)**

INFRASTRUCTURE PROJECT OVERVIEW MAP AND ASSOCIATED PHOTOS

Outline where the infrastructure 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 infrastructure project so the grant evaluators will be able to clearly understand where your infrastructure project is located on the operation, the surrounding topography, the type of rangeland and what's around the infrastructure 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 infrastructure 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) or Forest Service offices to obtain maps. Also see mapping website resources in Appendix B. The infrastructure project/topographical map should be in a 1:24,000 scale. Include state or federal permit/lease allotment maps.

You are required to provide additional drawings and/or photographs describing the infrastructure project site. In order to provide a thorough evaluation, you are encouraged to include pre & post flood event photographs.

Whenever possible, infrastructure project maps should be 8.5" x 11". However, if you feel a larger map better illustrates your infrastructure project, you may include it, but please keep all maps a reasonable size.

Maps and associated photos should be organized and labeled, then formatted into a PDF document. The PDF document will be uploaded in the application package. **Maximum file size is 5 MB.**

**Arizona Department of Agriculture
Livestock Operator Fire and Flood Assistance Grant Program**

GENERAL RATING CRITERIA

NOTE: This form is included to inform you of what LOFFAP staff will be looking for in the completed application. Some criteria may not apply to your infrastructure project. You do not need to turn it in with your application.

GENERAL RATING CRITERIA CATEGORY	
1. Notarized Attestation Form	<input type="checkbox"/>
2. Infrastructure Project Application Form	<input type="checkbox"/>
3. Infrastructure Project Budget Form	<input type="checkbox"/>
4. Any applicable quotes and estimates	<input type="checkbox"/>
5. Infrastructure Project Overview Map and Associated Photos	<input type="checkbox"/>
6. Land Management Agency Verification Form (If Applicable)	<input type="checkbox"/>

DRAFT

**Arizona Department of Agriculture
Livestock Operator Fire and Flood Assistance Grant Program**

INFRASTRUCTURE PROJECT PROPOSAL RATING CRITERIA

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

INFRASTRUCTURE PROJECT PROPOSAL CRITERIA CATEGORY	
1. The infrastructure project addresses the statutory intent of the program and qualifies for LOFFAP funds	Up to 40 Points
2. Technical Merit <ul style="list-style-type: none"> ● The infrastructure project is technically sound and feasible ● The proposal sets forth a clear, logical and achievable work plan and timeline 	Up to 30 Points
3. Budget and Budget Narrative <ul style="list-style-type: none"> ● Cost effective efficient use of funds ● Detailed, complete, allowable and reasonable ● Explanation for need for supplies, equipment, etc. ● Explanation for cost variance on items in budget 	Up to 30 Points

DRAFT

**Arizona Department of Agriculture
Livestock Operator Fire and Flood Assistance 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: _____

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.

YES NO

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Permittee/Lessee Infrastructure Project Approval

Has the above named permittee/lessee received approval by your agency to implement the infrastructure project for which they are applying?

YES NOT AT THIS TIME IN PROCESS

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

Printed Name of Authorized Representative

Title

Signature of Authorized Representative

Date

**Arizona Department of Agriculture
Livestock Operator Fire and Flood Assistance Grant Program (LOFFAP)**

APPLICATION PACKAGE CHECKLIST

This Checklist is provided to assist you in submitting your application and does not need to be submitted. Carefully read the entire LOFFAP Manual; to be sure you understand all grant program requirements.

APPLICATION PACKAGE: Complete and submit the following items and supply the requested information in the application.

- Attestation Form (Notarized)
- Infrastructure Project Proposal Form
- Infrastructure Project Budget Form
- Any applicable quotes or estimates
- Infrastructure Project Overview Map and Associated Photos
- Land Management Agency Verification Form (If applicable)

Applicants must submit their application package electronically on-line at: <http://tinyurl.com/LOFFAP2024-4>

Applications must be submitted no later than the following Final Deadlines:

11:59:59 p.m. (MST) Friday, September 29, 2023

11:59:59 p.m. (MST) Friday, December 29, 2023

11:59:59 p.m. (MST) Friday, March 29, 2024

11:59:59 p.m. (MST) Friday, June 28, 2024

*****FAILURE TO INCLUDE ALL REQUIRED INFORMATION OR FOLLOW APPLICATION INSTRUCTIONS WILL RESULT IN THE REJECTION OF YOUR APPLICATION.*****

**Arizona Department of Agriculture
Livestock Operator Fire and Flood Assistance Grant Program (LOFFAP)**

APPENDIX A: ABBREVIATIONS / ACRONYMS USED IN THIS MANUAL

AZDA	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
LOFFAP	Livestock Operator Fire and Flood Assistance Grant Program
NEPA	National Environmental Policy Act
NRCS	Natural Resources Conservation Service
SHPO	State Historic Preservation Office
T&E	Threatened and Endangered Species
USDA	United States Department of Agriculture
USDI	United States Department of the Interior
USFS	United States Forest Service
USFWS	United States Fish & Wildlife Service
USGS	United States Geological Survey

**Arizona Department of Agriculture
Livestock Operator Fire and Flood Assistance Grant Program (LOFFAP)**

APPENDIX B: LIST OF AGENCY ADDRESSES AND TELEPHONE NUMBERS

<p>Arizona Department of Agriculture 1110 W. Washington St., Suite 450 Phoenix, AZ 85007 (602) 542-3262 or (602) 542-0972 (800) 294-0308 - outside Maricopa County</p>	<p>Arizona Department of Environmental Quality 1110 W. Washington St. Phoenix, AZ 85007 (602) 771-2300</p>
<p>Arizona Department of Water Resources 1110 W. Washington St., Suite 310 Phoenix, AZ 85012 (602) 771-8500</p>	<p>Arizona Game & Fish Department 5000 W. Carefree Highway Phoenix, AZ 85086 (623) 236-7624</p>
<p>Arizona State Land Department 1616 W. Adams St. Phoenix, AZ 85007 (602) 542-4631</p>	<p>Arizona State Parks State Historic Preservation Office 1110 W. Washington St., Suite 100 Phoenix, AZ 85007 (602) 542-4009</p>
<p>Bureau of Land Management Arizona State Office One North Central Avenue, Suite 800 Phoenix, AZ 85004 (602) 417-9200</p>	<p>U.S. Army Corps of Engineers 3636 N. Central Ave., Suite 740 Phoenix, AZ 85012 (602) 230-6900</p>
<p>U.S. Fish & Wildlife Service AZ Ecological Services Field Office 9828 North 31st Avenue, Suite C3 Phoenix, AZ 85051 (602) 242-0210</p>	<p>U.S. Forest Service Contact the specific forest office (USFS phone numbers are listed in the blue government pages of your phone book).</p>
<p>University of Arizona Cooperative Extension Contact your local county office: Apache: 928-337-2267 Cochise: 520-384-3594 Coconino: 928-774-1868 Gila: 928-474-4160 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</p>	<p>Natural Resources Conservation Service 230 N. First Avenue, Suite 509 Phoenix, AZ 85003 (602) 280-8801</p> <p>Websites for maps: U.S. Geological Survey www.usgs.gov</p> <p>USGS TopoZone www.topozone.com</p> <p>InciWeb the Incident Information System https://inciweb.nwcg.gov/</p>

Arizona Department of Agriculture Livestock Operator Fire and Flood Assistance Grant Program (LOFFAP)

APPENDIX C: PERMIT SUMMARY

NOTE: This is a general overview of permits. This list is not meant to be all-inclusive. Applicants are 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 40 I) 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 infrastructure 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 (AMAs) and the party must have a right or authority to withdraw the water. Well construction is regulated statewide. **If your infrastructure 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 infrastructure 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 infrastructure 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 infrastructure 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 infrastructure project is located on State-owned land. Your infrastructure project may be classified as a "special use" of the land. Contact the Arizona State Land Department (ASLD) to determine whether your infrastructure project may require a special use permit.

Arizona Native Plant Law is administered by the Arizona Department of Agriculture (AZDA). The AZDA 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 AZDA at (602) 542-3578 for information about notices or permits that must be obtained for your specific infrastructure 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 infrastructure 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 infrastructure project involves the Colorado River. Contact the COE for more information.

Endangered Species Act (ESA) may apply if your infrastructure 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 infrastructure project (BLM, USFS, National Park Service, etc.) to see if any part of NEPA applies to your infrastructure project. (Please see note on Page 4 of grant manual).

Special Use Permits may apply if your infrastructure 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 infrastructure project.

**Arizona Department of Agriculture
Livestock Operator Fire and Flood Assistance Grant Program (LOFFAP)**

APPENDIX D: GRANT AGREEMENT TEMPLATE

**ARIZONA DEPARTMENT OF AGRICULTURE
LIVESTOCK OPERATOR FIRE AND FLOOD ASSISTANCE GRANT PROGRAM
GRANT AWARD AGREEMENT**

GRANT NO. LOFFAP2024-4-XX

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COVER PAGE

Infrastructure Project Title:			
Livestock Operator Fire and Flood Assistance Grant Award Amount:			
This Agreement shall become effective: Upon the date last executed by both parties.			
Termination Date: Twenty-four months from the effective date.			
<p>TERMS OF AGREEMENT</p> <p>This Agreement is entered into by XXXXXXXXXXXXXXXXX (GRANTEE) and the ARIZONA DEPARTMENT OF AGRICULTURE (DEPARTMENT) through its Director pursuant to authority granted to the Department by A.R.S. § 3-109.03(B) and in accordance with A.R.S. § 41-2701 <i>et seq.</i> The parties agree to the terms and conditions of this Agreement and agree to abide by all laws governing the expenditure of LOFFAP funds.</p>			
Each signatory certifies it has authority to enter into this Agreement.			
GRANTEE		DEPARTMENT	
Signature of Authorized Individual	Date	Signature of Authorized Individual	Date
		Paul Brierley	
Printed Name	Typed Name		
	Cabinet Executive Officer & Executive Deputy Director		
Printed Title	Title		

**ARIZONA DEPARTMENT OF AGRICULTURE
LIVESTOCK OPERATOR FIRE AND FLOOD ASSISTANCE GRANT PROGRAM
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LIVESTOCK OPERATOR FIRE AND FLOOD ASSISTANCE GRANT PROGRAM
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GENERAL PROVISIONS

1. DEFINITIONS

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

- a. "Agreement" means this Livestock Operator Fire and Flood Assistance Grant Award Agreement between the Department and Grantee.
- b. "Agreement Amendment" means a written document, signed by an authorized representative of both parties for the purpose of making changes to the Agreement.
- c. "Application" means the application filed by Grantee upon which LOFFAP grant funds are awarded under the Agreement.
- d. "Assisted Improvement" means any physical improvement to the operation made by Grantee that was funded in whole or in part through this Agreement.
- e. "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.
- f. "Deliverables" mean the reports, documentation, and other materials developed for submission to the LOFFAP Coordinator by Grantee to document Grantee's performance under this Agreement.
- g. "Department" means the Arizona Department of Agriculture.
- h. "Equipment" means one or more tools, implements, or instruments purchased or leased with Grant funds pursuant to this Agreement that is intended to be used to carry out the purposes of this Agreement.
- i. "Grantee" means the person, firm, or organization receiving LOFFAP funds to perform the work or deliver the items described in this Agreement.
- j. "Infrastructure Project" means a project that is required as a result of a single wildfire and that wildfire's associated flooding.
- k. "Infrastructure Project Location" means the physical location of the Infrastructure Project.
- l. "Livestock" means cattle, equine, sheep, goats and swine, except feral pigs. As defined under A.R.S. § 3-1201(5).
- m. "LOFFAP Coordinator" means the Arizona Department of Agriculture staff person(s) delegated by the Director to administer this Agreement.

**ARIZONA DEPARTMENT OF AGRICULTURE
LIVESTOCK OPERATOR FIRE AND FLOOD ASSISTANCE GRANT PROGRAM
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- n. "Manual" means the final guidelines and criteria published by the Department for administration of the LOFFAP, after a sixty-day public comment period.
- o. "Records" means all books, accounts, reports, files and other records relating to this Agreement.
- p. "Scope of Work" means that part of this Agreement that describes the work to be performed by 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.
- q. "Shall" means what is mandatory.
- r. "State" means the State of Arizona, including the Department of Agriculture.
- s. "Task" means the specific provisions in the Scope of Work of this Agreement that describe the nature and manner of the specific work to be performed and the Deliverables to be submitted to the LOFFAP Coordinator by Grantee.

2. GENERAL REQUIREMENTS

- a. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
- b. Grantee shall obtain and maintain all licenses, permits, and authorizations necessary to perform its obligations under this Agreement. Grantee is responsible for compliance with all applicable local, state, and federal laws.
- c. Grantee attests to not receiving more than 50% of the total project costs from another agency, grant program or insurance claim.
- d. Grantee agrees to complete the project as outlined in this grant award agreement or return the LOFFAP funds to the AZDA.
- e. Grantee is responsible for complying with all guidelines in the Manual.

3. RELATIONSHIP OF THE PARTIES

The parties agree that Grantee shall not be considered an employee, associate, partner, officer, joint venture, or agent of the Department or the State of Arizona as a result of this Agreement. Grantee is solely responsible for the planning, design, scope, and implementation of the infrastructure Project funded through this Agreement. The State is not responsible for any liabilities resulting from Grantee's planning, design, scope and implementation or performance of the infrastructure Project funded through this Agreement.

**ARIZONA DEPARTMENT OF AGRICULTURE
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4. NO WAIVER

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

5. AUDIT OF RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, Grantee shall retain and shall contractually require each subcontractor to retain all Records relating to this Agreement for a period of five years after completion of the Agreement 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, Grantee shall produce the original of any or all such Records.

6. INDEMNIFICATION

Notwithstanding any provision of the Agreement to the contrary, the Department is not authorized to indemnify Grantee.

To the fullest extent permitted by law, Grantee shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, 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 Grantee or any of Grantee's 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 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 Grantee from and against any and all claims. It is agreed that Grantee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award under this Agreement, Grantee agrees to waive all rights of subrogation against the Department or the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by Grantee under this Agreement,

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

**ARIZONA DEPARTMENT OF AGRICULTURE
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Agreement. The State shall reasonably notify 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 Agreement will be resolved to the maximum extent possible through cooperation and coordination of Grantee and the LOFFAP Coordinator. If Grantee and the LOFFAP Coordinator are unable to resolve the differences or circumstances require an immediate decision, the LOFFAP Coordinator will refer the dispute to the Director for resolution. Appeals to decisions made by the Director may be taken in accordance with A.R.S. § 41-1092.03(B).
- b. To the extent required by A.R.S. § 12-133 and § 12-1518, the Department and Grantee agree to use arbitration to resolve any disputes arising out of this Agreement, with each to bear its own attorneys' fees and costs.
- c. Disputes arising out of this Agreement are subject to the jurisdiction of the Superior Court of the State of Arizona, in and for Maricopa County.

8. STOP WORK NOTICE

In the event of unapproved changes in the Scope of Work, performance outside the scope of the Agreement, illegal or unpermitted activities, or other material discrepancies between the Agreement and Grantee's activities, the Department reserves the right to issue notice to 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. INFRASTRUCTURE PROJECT PERIOD

The Department agrees to reimburse Grantee for work activities performed during the infrastructure project period as described in this Agreement. The Department is not required to reimburse Grantee for any work activities initiated after expiration of this Agreement. The Department may extend the term of the Agreement, if reasonably requested by Grantee, by executing an Agreement Amendment (see paragraph 17, Amendments).

10. TERMINATION OF AGREEMENT

- a. Termination for Convenience. The Department reserves the right to terminate this Agreement 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, 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 Grantee

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under this Agreement shall become the property of and be delivered to the Department. 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.

- b. Termination for Default. The Department reserves the right to terminate this Agreement in whole or in part due to the failure of Grantee to comply with any term or condition of this Agreement, to acquire and maintain all required licenses and permits, is demonstrated to have misused funds or misrepresented use of funds, has abandoned the infrastructure project, or has committed a violation of local, state, or federal law with regard to this grant. The Department shall provide written notice of the termination and the reasons for it to Grantee.
- c. Non-Availability of Funds. Every payment obligation of the State under this Agreement 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 Agreement, this Agreement 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.
- d. Continuation of Work Activities After Termination. Termination of this Agreement does not prohibit Grantee from independently continuing work on the infrastructure project, but any such independent continuation is solely the responsibility of Grantee.

11. CONFLICT OF INTEREST

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

12. NON-DISCRIMINATION

Grantee shall comply with Executive Orders 2023-01 and 2009-9 and all other applicable state and federal non-discrimination and equal employment opportunity laws, rules and regulations, including the Americans with Disabilities Act.

Pursuant to A.R.S. § 35-394, to the extent applicable, Grantee does not use the forced labor, or any goods or services produced by forced labor, of ethnic Uyghurs in the People's Republic of

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China. Grantee shall comply with Executive Order 2023-09 prohibiting race based hair discrimination.

To the extent applicable, Contractor warrants it is not engaged in a boycott of Israel as defined by A.R.S. §35-393.01.

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 infrastructure project cost is considered exact and shall not be exceeded by Grantee unless otherwise amended.
- b. Actual cost, reimbursement and advance.
- 1) Payments under the Agreement shall be by actual cost and reimbursement. 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 grantee 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 grantee costs that have not been listed in the proposal and preapproved by the Department.**
 - 3) Grantee may request advance payment of partial grant funds, not to exceed 50% of the total grant award. Grantee shall submit written justification to the LOFFAP Coordinator explaining the need for a funding advance and detailed documentation justifying the amount of the advance requested. Funding advances will be subject to LOFFAP Coordinator approval. If advance payment is made, 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, both within 120 days. Grantee shall also demonstrate that all advanced monies have been expended or returned prior to requesting reimbursement for other allowable expenses.
 - 4) Grantee shall sign an attestation form affirming Grantee's acknowledgment and consent to sharing Grantee's grant information between AZDA and the other funding entity or entities. Grantee agrees that the combined payments expected from all sources will not exceed one hundred percent of the actual cost of the planned Infrastructure Project.
- c. Each Payment is conditioned upon receipt and approval by the LOFFAP Coordinator of the Deliverable(s) specified in the Scope of Work and a payment request form that shall be accompanied by documentation of expenses (receipts, invoices, etc.) that provide reasonable assurance that the goods and services for which payment is requested were

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actually received and performed. The AZDA has the right to disallow expenses determined inappropriate or unreasonable. **AZDA shall have no obligation to make a payment for any payment request form and documentation of expenses submitted to the AZDA after the termination date of the agreement.** The LOFFAP Coordinator shall have a minimum of thirty (30) days to approve the Deliverable(s) and payment request forms. **If the LOFFAP Coordinator determines the payment request form lacks adequate documentation of expenses, Grantee shall provide adequate documentation within thirty (30) days or forfeit any right to payment under the agreement.**

- d. If the LOFFAP Coordinator determines that Grantee is in default in the performance of any obligation under this Agreement, the LOFFAP 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 Agreement, Grantee shall have a current IRS-W9 Form on file with the Department.

14. RECOUPMENT OF PAYMENTS

Grantee shall reimburse the Department for all grant funds determined by the Department to have been spent in violation of the terms of this Agreement.

15. PERMITTING REQUIREMENT

The Department does not determine which, if any, permits are required for the Infrastructure Project and does not review permits for accuracy or appropriateness. Grantee is responsible for determining that all necessary permits that apply to the Infrastructure Project are identified and obtained.

State Historic Preservation Office (SHPO) clearance is required for all ground-disturbing infrastructure projects funded by the State of Arizona. If applicable, Grantee shall obtain SHPO clearance prior to any ground-disturbing work.

16. NOTICES

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

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18. SUBCONTRACTS

- a. Subcontractors or consultants may be used in the performance of Tasks described in the Scope of Work of this Agreement. Grantee shall not enter into any subcontract under this Agreement without consideration for impact on the infrastructure project. 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 Agreement shall comply with the terms and conditions of this Agreement.

19. ASSIGNMENTS

Grantee shall not assign any obligations or benefits under this Agreement to another party without prior written approval of the Department.

20. SEVERABILITY

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

21. INCORPORATION OF APPLICATION AND MANUAL

Grantee's approved Application is incorporated by reference as part of this Agreement; however, the terms of this Agreement shall take precedence over the terms of the approved Application in the event of conflict or ambiguity. Grant funds may not be used for any purpose prohibited in the Manual and Application Package or not authorized by A.R.S. § 3-109.03.

22. OPERATION AND MAINTENANCE

If, during the term of this Agreement, a major flood, fire, or other force majeure causes substantial damage to the livestock operation, or to any Assisted Improvement, Grantee shall notify the LOFFAP Coordinator in writing within fifteen (15) calendar days of discovering the damage. The parties shall assess the damage and determine whether to continue the Infrastructure Project and/or operation and maintenance responsibilities.

23. EQUIPMENT

- a. Grantee shall not purchase or lease Equipment with LOFFAP funds without the prior approval of the LOFFAP Coordinator.
- b. Equipment approved for purchase shall be the property of Grantee, and Grantee shall be responsible for maintenance and safekeeping of such Equipment throughout the duration of this Agreement.

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- c. Equipment shall be used only for the purposes of this Agreement, and must be directly related to the livestock operation.

24. E-VERIFY

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

25. INTEGRATION

This Agreement 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.

26. SURVIVABILITY

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

27. THIRD PARTY ANTITRUST VIOLATIONS

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 Grantee toward fulfillment of this Agreement.

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SCOPE OF WORK

A. EFFECTIVE DATE:

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

B. TERM:

This Agreement shall terminate on XXXXXXXXX.

C. NOTICES, CORRESPONDENCE, REPORTS AND PAYMENTS:

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

XXXXXXXXXXXXX
XXXXXXXXXXXXX
XXXXXXXXXXXXX
XXXXXXXXXXXXX
XXXXXXXXXXXXX
XXXXXXXXXXXXX

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

LOFFAP Coordinators:

Marty Suter
Arizona Department of Agriculture
1110 W. Washington Street
Suite 450
Phoenix, AZ 85007

Mailing Address:

1802 W. Jackson Street #78

Phoenix, AZ 85007

Cell: (602) 396-8365

E-mail: msuter@azda.gov

Ashley Estes
Arizona Department of Agriculture
1110 W. Washington Street
Suite 450
Phoenix, AZ 85007

Mailing Address:

1802 W. Jackson Street #78

Phoenix, AZ 85007

Phone: (602) 542-0972

Cell (602) 316-6775

E-mail: aestes@azda.gov

LOFFAP Email: LOFFAP@azda.gov
Toll Free Outside Maricopa County: (800) 294-0308
Fax: (602) 364-0830

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D. DELIVERABLES

1. On a quarterly basis and included with every reimbursement request, Grantee shall submit to the LOFFAP Coordinator a budget report and a brief narrative report. The reports shall include, but are not limited to, budget expenditures, grantee costs, and a brief narrative of the infrastructure project's progress, as applicable. Grantee must obtain LOFFAP Coordinator pre-approval before any funds are re-allocated from one category to another within the original/approved budget in the Application. Grantee is responsible for responding to any inquiries from the Department.
2. Quarterly reports are due no later than the due dates below:

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

3. Grantee shall identify the Agreement Number and Task Number(s) completed in all reports submitted to the LOFFAP Coordinator.
4. At the end of the infrastructure 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 infrastructure project goals and objectives, infrastructure project results or outcomes (including any data or photos), aspects of the infrastructure project that worked well and things that did not work well, any public involvement and coordination, and how the infrastructure project has met the goals of the LOFFAP grant. **Grantee shall submit all Deliverables, payment requests, and documentation of expenses for final reimbursement no later than the termination date of the agreement shown on page one (1) of the Scope of Work.** The Department will not disburse final payment until the final report and all requirements of the Agreement have been fulfilled. All remaining grant funds or outstanding grant funds must be reconciled.

NOTE: Grantee shall be required to schedule an on-site visit with their grant coordinator prior to final payment.

E. INFRASTRUCTURE PROJECT SUMMARY:

This project consists of

F. INFRASTRUCTURE PROJECT BUDGET:

G. SCHEDULE OF TASKS AND DELIVERABLES:

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H. APPENDICES:

The following Appendices are attached and incorporated into this Agreement.

APPENDIX A: Quarterly Performance Report Template

APPENDIX B: LOFFAP In-Kind Reimbursement Rates

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