

# Arizona Water Protection Fund Commission

## Grant Application Manual



## Fiscal Year 2011 Funding Cycle

**ARIZONA WATER PROTECTION FUND**  
**Grant Application Manual**  
**FY 2011 Funding Cycle**

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## SECTION I – GENERAL INFORMATION

### Introduction

The Arizona Water Protection Fund (AWPF) is a competitive state grant program that provides money to interested parties for maintaining, enhancing and restoring river and riparian resources throughout Arizona, including projects that benefit fish and wildlife that are dependent on these important resources. The distribution of grant funds from the AWPF is authorized pursuant to A.R.S. § 45-2101 et seq. and is overseen by the Arizona Water Protection Fund Commission (Commission). The program is administered through the Arizona Department of Water Resources (ADWR).

The Arizona Water Protection Fund supports projects that:

- Develop or implement on the ground measures that maintain, enhance and restore Arizona’s river and riparian resources.
- Acquire Central Arizona Project water or effluent to restore and maintain river and riparian resources.
- Conduct innovative river and riparian research.
- Implement water conservation measures/programs outside of the 5 Active Management Areas.

Riparian Habitat is defined as an ecosystem found between aquatic and upland environments that is dependent on the existence of a perennial, intermittent, or ephemeral water source. Soil and vegetation in riparian areas have distinct characteristics that make them different from surrounding areas.

Riparian habitats are vital resource areas that:

- Improve water quantity by storing water in streambanks, which is slowly released to help maintain base flows.
- Improve water quality by trapping sediments from surface water runoff, providing nutrient cycling and increasing streambank stabilization.
- Provide flood control by slowing and absorbing flood waters, resulting in reduced flood damage and increased groundwater storage.
- Provide highly valued recreational opportunities such as fishing, camping, hiking, wildlife viewing and picnicking.
- Sustain high biodiversity of plant and animal species.
- Provide important wildlife habitat such as food, shelter, relief and travel corridors.
- Help stabilize water temperatures for aquatic species.
- Provide economic benefits by increasing property values, improving water supplies, reducing flood damage, filtering pollutants and supporting recreational activities.

This manual provides the necessary information for interested parties to submit an application for funding consideration. More information about the Arizona Water Protection Fund is available on the Commission’s web site at [www.azwpcf.gov](http://www.azwpcf.gov).

## General Guidelines

### Funding Categories

The Arizona Water Protection Fund typically awards grants under three categories:

- 1) **Capital Projects:** Projects under this category include on-the-ground measures that maintain, enhance and restore Arizona's river and riparian resources, including projects that benefit fish and wildlife that are dependent on these important resources. Feasibility of design studies are considered capital projects, but are only eligible if the applicant 1) requests funding to investigate the feasibility of implementing a specific capital project that is being proposed, 2) develops a detailed implementation plan and budget for the proposed project as part of the feasibility study, and 3) has control and tenure over the proposed project area and the authority to implement the proposed project should it be deemed feasible. Acquisition of Central Arizona Project water or effluent to restore and maintain river and riparian resources may also be considered a capital project. Examples of projects under this category include components that do one or more of the following:
  - Protect/Restore native riparian vegetation and habitat
  - Restore proper hydrologic conditions/functions
  - Restore proper stream geomorphology/channel characteristics
  - Restore floodplains
  - Restore wetlands/backwater areas
  - Demonstrate direct benefits to perennial or intermittent rivers or streams
  - Demonstrate commitment to continued maintenance of proposed enhancements
  - Protect/Restore habitat needs for fish and wildlife
  - Decrease negative impacts of non-native species on fish and wildlife
  - Protect/Restore river, stream and riparian resources that will benefit state listed species of special concern
  - Protect/Restore river, stream and riparian resources that will benefit federally listed threatened and endangered (T&E) species, or species of special concern
- 2) **Research:** Projects under this category include research and data collection measures that are related to maintaining, enhancing and restoring Arizona's river and riparian resources, including fish and wildlife that are dependent on these important resources. Research projects must be developed using the Scientific Method. Total funding that can be awarded is limited to 5% of monies received by AWPf each fiscal year. Examples of projects under this category include:
  - Research that will advance the science of river and riparian restoration in the Southwest
  - Research that will advance scientific understanding of fluvial processes and ecosystem characteristics and functions in association with rivers, streams, and wetlands
  - Research that will advance scientific understanding of the vulnerability or potential impacts to riparian areas from climate change
  - Research that will evaluate impacts or values of invasive species in riparian habitat.
- 3) **Water Conservation:** Projects under this category include measures that develop, promote or implement programs designed to conserve water for a purpose related to maintaining, enhancing and restoring Arizona's river and riparian resources, including fish and wildlife that are dependent on these important resources. Projects under this category must be located outside of all Active

Management Areas. Total funding that can be awarded is limited to 5% of monies awarded by AWPf each fiscal year.

#### Eligible Applicants

Any person, organization, local, state, federal or tribal, agency/entity, or political subdivision of Arizona may submit an application.

#### Eligible Applications

Grant applications must meet all of the following requirements to be considered eligible for evaluation during the FY 2011 grant cycle:

- Administrative costs limited to a maximum of 5% of the total AWPf project costs requested.
- Applicant must have legal and physical access as well as authority to manage the area where the grant tasks are to be performed. Cooperative agreements with all parties having such access and authority, or letters of support with a plan to obtain cooperative agreements shall meet this requirement.
- Applicant must provide appropriate documentation that any water to be used in the project is legally and physically available to the applicant for the stated purpose.
- Applicant must demonstrate that vital partnerships, funding, etc. have been committed at the time of the application, or submit letters of support from the appropriate entities with a plan to obtain these critical elements prior to grant award.

#### Ineligible Applications

In accordance with state statutes, funding is prohibited for:

- Purchase of real property/conservation easements
- Projects outside the state of Arizona
- Remedial actions under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. § 9601, or Water Quality Assurance Revolving Fund (WQARF), A.R.S. 49-281 et seq.

In accordance with Commission Policy, funding will not be provided for:

- Projects located in areas with elevated levels of environmental contaminants that pose risk of harm to human health or the environment, including hazardous substances, hazardous wastes, petroleum products or Environmental Protection Agency priority toxic pollutants.
- Projects that are required as a result of legal action taken by a regulatory agency, such as ecological mitigation. Applicants must notify the Commission if a proposed project is part of any mitigation effort.

- Projects that are designed to meet wastewater treatment requirements. Proposed projects that create or sustain riparian habitat using treated effluent or recycled water that already meets or exceeds relevant state and federal standards may be considered as long as the project meets the requirements of A.R.S. 45-2101.B.
- Generally, the Commission does not fund groundwater recharge or recovery projects.

Important Notes

- Administrative costs **must** be limited to a maximum of 5% of the total AWPF project costs requested. Subcontractors or consultants working on your project must also conform to the 5% administrative cost limit if you are paying them out of AWPF funds.
- Payments are made on a cost reimbursement basis. Appropriate documentation (*e.g.*, receipts, invoices, reports, data, photographs) will be required in order to receive reimbursement.
- Commission/staff access for inspection and evaluation of the project will be required as a contract condition.
- Adequate accounting practices and record keeping will be required.
- Submittal of pertinent information and research gained from all projects will be required.

**Grant Cycle**

FY 2011 Grant Cycle Schedule

The Arizona Water Protection Fund Commission and staff will implement the FY 2011 grant cycle based on the schedule in Table 1.

**Table 1. Arizona Water Protection Fund FY 2011 Grant Application Process Schedule**

<b>Grant Application Process</b>	<b>Timeline</b>
Applications available	July 1, 2010 (on-going)
Application workshops	July 8 – 14, 2010
Pre-application consultations	July 22 – August 27, 2010
<b>Final date and time to submit applications</b>	<b>September 1, 2010 at 3:00 p.m.</b>
Public comment period for applications	September 8 – October 22, 2010
Written staff comments to applicants	November 8, 2010
Applicant oral presentations to the Commission	December 13 – 14, 2010
Commission selects applications to be funded	January 10, 2011
Applicants notified of funding status	January 17, 2011
Staff begins writing grant contracts	January 18, 2011

### Grant Application Workshops & Consultations

AWPF staff will provide opportunities for pre-application consultations with potential applicants on a first-come-first-served basis as indicated in Table 1. Due to time constraints, consultations shall be limited to a maximum of 1 hour. Applicants should schedule a consultation as far in advance as possible, and must submit a draft application at least one week in advance of the consultation. Consultations will be conducted at the AWPF office in Phoenix or offered via teleconference.

In addition, AWPF staff will conduct workshops for potential applicants throughout the state as indicated in Table 2. It is highly recommended that applicants attend a workshop and schedule a pre-application consultation. Past experience has demonstrated that workshop attendance and discussing your proposal with staff should help you develop a better application.

**Table 2. Arizona Water Protection Fund FY 2011 Grant Application Workshops**

<b>Location</b>	<b>Date</b>	<b>Time</b>	<b>Address</b>
Tucson, AZ	Thursday, July 8, 2010	3:30 – 4:30 p.m.	Martha Cooper Branch Library 1377 North Catalina Avenue Tucson, AZ 85712 (520) 594-5315
Phoenix, AZ	Tuesday, July 13, 2010	3:30 – 4:30 p.m.	Arizona Dept. of Water Resources 3550 N. Central Avenue Upper/Middle Verde Conf. Rooms (602) 771-8528
Flagstaff, AZ	Wednesday July 14, 2010	3:30 – 4:30 p.m.	Flagstaff Public Library Jan Romero Stevens Conf. Room 300 W. Aspen Avenue Flagstaff, AZ 86001 (928) 779-7670

### Application Due Date

Applications must be submitted no later than the date and time indicated in Table 1. Detailed submission requirements are outlined in Section II – Grant Application.

### Grant Evaluation Process

Applications will be initially reviewed for completeness and consistency with AWPF statutes and policy. Applications that are complete and eligible under statute and Commission policy will be reviewed by AWPF staff in accordance with the evaluation criteria listed below. Other appropriate state and federal agencies may be asked to review and comment on applications. AWPF staff will compile intra-agency and inter-agency comments. Please note that under the following circumstances, applications will not be given further consideration:

- It is determined that the proposed project is ineligible according to AWPF statutes or Commission policy.
- It is determined that the application does not contain all of the required information identified in Section II of this manual.

- It is determined that any part of the application is ineligible for funding.

### Application Evaluation

Application evaluation criteria should guide you in the development of your application. Staff will use the criteria listed below to organize their technical reviews and evaluate applications submitted for consideration. Applications that meet many to all of the criteria will rate higher than those meeting few to none of the criteria. **Please note that the evaluation criteria for capital and water conservation projects are different than those used for research projects.**

### Evaluation Criteria for Capital and Water Conservation Projects

- A. Project Will Enhance, Maintain and/or Restore River, Stream and Riparian Resources (see bullets under capital projects on page 2)
- B. Project Will Benefit Fish and Wildlife Resources Dependent on River, Stream and Riparian Resources (see bullets under capital projects on page 2)
- C. Feasibility
  - Objectives clearly identified and demonstrate benefits to river, stream and riparian resources / dependent fish and wildlife resources
  - Methodologies and designs clearly presented, appropriate and adequate
  - Clarity and adequacy of the scope of work and deliverables
  - Cost/Benefit compared to similar applications submitted
  - Expertise of applicant/personnel/subcontractors appropriate
  - Description of the relationship between any existing plans, reports and/or information relevant to the proposed project (required – see guidance on page 15)
- D. Monitoring
  - Objectives clearly identified
  - Methods clearly presented, appropriate and adequate to evaluate benefits to rivers, streams and riparian resources and/or dependent fish and wildlife resources
- E. Other Considerations
  - Broad-based public involvement and support
  - Matching funds (although a consideration, are not required)
  - Public outreach
  - Project will support local businesses
  - If the applicant is proposing to use out of state consultants, there is adequate justification for their use and associated travel costs

### Evaluation Criteria for Research Applications

- A. Research is applicable to river and riparian restoration and or fish and wildlife that are dependent on river and riparian resources
- B. Application demonstrates use of the Scientific Method
  - Background research includes data collection, analysis and synthesis

- Data collection will build on existing data, or generate new data
- Quality literature review provided
- Hypothesis or hypotheses are clearly articulated
- Research/experimental design is clearly presented, appropriate and adequate to:
  - Test hypothesis or hypotheses
  - Analyze data and draw conclusions
  - Report results

#### C. Feasibility

- Clarity and adequacy of the scope of work and deliverables
- Cost of research reflects potential benefits of outcomes
- Expertise of applicant/personnel/subcontractors appropriate
- Description of the relationship between any existing plans, reports and/or information relevant to the proposed project (required – see guidance on 15)

#### D. Research results may be transferable

E. Proposal includes some form of publication as a deliverable (e.g. intent to publish results in a professional journal, article in a watershed newsletter, other written media) and a commitment to some form of public presentation(s) (e.g. AWPf Commission meeting, watershed group meeting, professional conference, or other peer group)

#### F. Other Considerations

- Broad-based public involvement and/or support
- Matching funds (although a consideration, are not required)
- Project will support local businesses
- If the applicant is proposing to use out of state consultants, there is adequate justification for their use and associated travel costs

#### Staff/Applicant Presentations to Commission

AWPF staff and each applicant will be given an opportunity to provide a brief presentation to the Commission in accordance with the schedule in Table 1. Applicants will be sent written staff comments prior to the scheduled staff/applicant oral presentations. Commission members give serious consideration to staff reviews, but also use their own judgment when making grant award selections.

#### Grant Award Notification

Applicants will be notified as to whether or not they received a grant award as outlined in Table 1. Notification of grant award does not authorize any expenditure of funds. Please see Grant Awards subsection.

#### Application Assistance

Please contact the Arizona Water Protection Fund staff at (602) 771-8528 if you are in need of any assistance.

## Grant Awards

### Grant Award Contracts

A grant award by the Commission does not allow you to immediately start your project. Grant awards are implemented through contracts, which may extend up to five years in duration. The Arizona State Constitution prohibits the Commission from giving gifts. Therefore, monies are granted in return for equivalent products. The grant award contract specifies the deliverables, due dates and costs associated with producing those products. The application is structured so that if it is completed correctly, much of the detail for a contract will have already been obtained. Please note that you **cannot be reimbursed** for any project expenditure activities **conducted prior to executing a contract**.

Grant work may only begin after a grant award contract has been finalized and signed by both the applicant and the Commission Chair. For most grant award contracts, expenditures will be reimbursable, which means that you will be responsible for initial payment of costs. AWPf will reimburse your costs based upon actual initial expenditures. Monetary disbursement is in accordance with the details within each contract and is paid out after submittal of complete and accurate deliverables and payment requests. AWPf staff must review and approve these before payment can be processed. Therefore, the grantee must have a sufficient line of credit to fund project activities for some period of time. In some instances the Commission may authorize a one-time advance payment at the beginning of the grant, up to 20 percent of the total grant amount, but not to exceed \$50,000. Applicants must indicate on the application cover page whether they are requesting an advance payment.

If a grantee proposes modifications to a project such that the purpose (or scope) of the project will be significantly changed, the AWPf Commission shall re-evaluate the project.

### General Provisions - Grant Award Contract

The contract will contain General Provisions, which are standard contract clauses (Appendix A). **Please have your legal counsel and/or responsible contracting authority review and accept these provisions prior to the submittal of your application.**

### Long-Term Maintenance of Project Benefits

The Commission intends that AWPf monies act as “seed money” for putting projects on the ground. The Commission expects grantees to maintain the project beyond the contract period, or that it will develop institutional partnerships to do so. The Commission requires that capital improvements be maintained by the grantee for a period of up to 20 years. Unforeseen acts of nature may substantially alter your project in some future year, and upon notifying the Commission of that occurrence, you may not be required to maintain the capital improvements subsequent to that event.

## SECTION II: GRANT APPLICATION

### Grant Application Planning and Content Overview

#### Application Planning

It is important that application forms are carefully completed with accurate, realistic information. Before developing a grant application, applicants should carefully consider and understand:

- How the project should be structured
- What the necessary project components/permits are
- When project components can be completed (realistic timeline)
- Who the necessary personnel are to complete project components
- How much each project component will cost to complete

#### Application Content Requirements Overview

- 1) Application Cover Page
- 2) Executive Summary
- 3) Project Overview
  - Background
  - Goals
  - Objectives
  - Statement of Problems/Causes (Capital and Water Conservation Projects)
  - Statement of Solutions (Capital and Water Conservation Projects)
  - Statement of Project Years of Benefit (Capital and Water Conservation Projects)
- 4) Project Location and Environmental Contaminant Information
- 5) Project Maps and Schematic
  - Arizona Watershed Map
  - Project Location/Ownership Map(s)
  - Project Schematic
- 6) Scope of Work (*preferably in Microsoft Word format*)
- 7) Detailed Budget Breakdown (*preferably in Microsoft Word or Excel format*)
  - Direct Labor & Outside Services Costs
  - Other Direct Costs
  - Capital Outlay & Equipment Costs
  - Administrative Costs
- 8) Detailed Matching Funds Breakdown (If applicable – matching funds are not required)
  - Direct Labor & Outside Services Costs
  - Other Direct Costs
  - Capital Outlay & Equipment Costs
  - Administrative Costs
- 9) Supplemental Information
  - State Historic Preservation Office (SHPO) Review Form
  - Key Personnel
  - Project Site Photographs
  - Description of Monitoring/Sampling Plans
  - Description of Revegetation/Restoration Plans or Research Designs
  - Existing Plans, Reports, Information Relevant to the Project
  - Letters of Community Support

- Evidence of Control and Tenure of Land
- Evidence of Physical and Legal Availability of Water

## **Grant Application Instructions**

### Application Submission Requirements

Applications must include all of the information identified in the Application Content Requirements Overview (reference Page 9). Specific Content Requirements Instructions are provided below. Electronic forms are provided in Microsoft Word format for the Application Cover Page, Watershed Map, Project Location and Environmental Contaminants Information, and State Historic Preservation Office requirements only. If you do not have access to Microsoft Word, you may recreate the electronic forms using any word processing software. The electronic forms are available in hard copy, or on the AWPf web site at: [www.azwpf.gov](http://www.azwpf.gov). No electronic forms are provided for the remaining required information; however **AWPF prefers that all applications are developed in Microsoft Word format to ease with contract development should your application be approved for funding.**

Applications must be submitted on 8.5" x 11" pages with a font size no smaller than 10 point. Maps may be printed on larger than 8.5" x 11" pages. Please submit all information in the sequence presented in the Application Content Requirements Overview (reference Page 9).

Applications must be signed by a person who is legally authorized to enter into an agreement on behalf of the applicant.

**An electronic copy of the Scope of Work and Detailed Budgets along with four complete, signed copies of each application must be submitted to:**

Arizona Water Protection Fund Commission  
Arizona Department of Water Resources  
3550 North Central Avenue  
Phoenix, Arizona 85012

Applications must be received at the Arizona Water Protection Fund office listed above no later than **3:00 p.m. on September 1, 2010**. Late applications will not be accepted.

### Application Content Requirements Instructions

The following instructions should guide you through the application process (Reference the Application Content Requirements Overview on the previous page).

#### **Application Cover Page**

Provide the requested information on this form (see page 17). The project title should be short, yet descriptive of the proposal. Have the application cover page signed by an authorized person.

#### **Executive Summary**

This section is limited to one page. The executive summary should clearly state the purpose of the proposal and provide a clear overview of all major project features.

## **Project Overview**

**Capital and Water Conservation Projects:** Provide any necessary background information for the project, including any relevant history regarding the project area. Identify the overall goal(s) of your project (what you want to achieve), followed by the objectives of your project. Objectives are specific, measurable outcomes of the project. List these objectives in numerical order, with the first objective having the most important outcome. Discuss the problem(s) your proposal is addressing, the cause(s) of these problems, and the solutions that you believe are appropriate. State the anticipated number of years of project-related benefit from the project, along with a justification for that estimate. For on-going projects, describe the site prior to project initiation, tasks that have been completed and any site changes that have occurred as a result of these activities.

**Research and Data Collection Projects:** Provide a statement of applicability to river and riparian restoration and/or dependent fish and wildlife. Include any necessary background information for the project such as background research/data collection and analysis or synthesis completed to prepare the current proposal being submitted. Identify if data collection will build upon existing data, or generate new data. If the research is to be place based (i.e. outside of a laboratory), identify the study areas physical characteristics, including drainage area, channel length, slope, soil type, average annual precipitation, depth to groundwater, gaining or losing reach and any other pertinent information. Also, identify the Ecosystem Service(s) that the proposed research will address (see Table 3.)

## **Project Location and Environmental Contaminants Information**

All applicants must provide project location and environmental contaminant information (see page 19).

## **Project Locations Map(s) and Schematic**

### **Arizona Watershed Map (see page 18)**

Type the project title at the bottom of the map. Indicate the location of your project on the map and ensure that your markings are clearly visible on all five copies submitted.

### **Project Location/Ownership Map(s)**

Provide a detailed map(s), to scale that clearly delineates the following information:

- Project location boundaries, including acreage where grant tasks will be performed
- Land ownership boundaries, including areas of legal and physical access
- Sources of water to be used in the project

### **Project Schematic**

Provide a detailed drawing/schematic on 8.5” x 11” paper, to scale for any projects involving construction and/or investigation of physical features. The schematic must include all project features for which funding is being requested or discussed within the proposal (e.g. check-dams, revegetation areas, fence lines, water distribution systems, existing or planned well and gage locations, etc.). In addition, identify all important project features located in relationship to one another, and in relationship to important site physical features (e.g. streams and other bodies of water). The schematic must include a north arrow, a project title and the date of preparation. Submit as many drawings as needed to demonstrate all project features.

**Table 3. Ecosystem Services and Functions\***

<b>Ecosystem Service</b>	<b>Ecosystem Function(s)</b>	<b>Examples</b>
Disturbance regulation	Capacitance, damping and integrity of ecosystem response to environmental fluctuations	Storm protection, flood control, drought recovery and other aspects of habitat response to environmental variability mainly controlled by vegetation structure
Water Regulation	Regulation of hydrologic flows	Provisioning of water for agricultural (such as irrigation) or industrial (such as milling) processes or transportation
Water supply	Storage and retention of water	Provisioning of water by watersheds, reservoirs and aquifers
Erosion control and sediment retention	Retention of soil within an ecosystem	Prevention of loss of soil by wind, runoff, or other removal processes, storage of silt in lakes and wetlands
Soil formation	Soil formation processes	Weathering of rock and the accumulation of organic material
Biological control	Trophic-dynamic regulations of populations	Keystone predator control of prey species, reduction of herbivory by top predators
Refugia	Habitat for resident and transient populations	Nurseries, habitat for migratory species, regional habitats for locally harvested species, or overwintering grounds
Genetic resources	Sources of unique biological materials and products	Medicine, products for material science, genes for resistance to plant pathogens and crop pests, ornamental species (pets and horticultural varieties of plants)
Climate regulation	Regulation of global temperatures, precipitation, and other biologically mediated climatic processes at global or local levels	Greenhouse gas regulation, DMS production affecting cloud formation
Gas regulation	Regulation of atmospheric chemical composition	CO <sub>2</sub> /O <sub>2</sub> balance, O <sub>3</sub> for UVB protection, and SO <sub>4</sub> levels
Nutrient cycling	Storage, internal cycling, processing and acquisition of nutrients	Nitrogen fixation, N, P and other elemental or nutrient cycles
Pollination	Movement of floral gametes	Provisioning of pollinators for the reproduction of plant populations
Recreation	Providing opportunities for recreational activities	Eco-tourism, sport fishing and other outdoor recreational activities
Cultural	Providing opportunities for non-commercial uses	Aesthetic, artistic, educational, spiritual, and/or scientific values of ecosystems
Food production	That portion of gross primary production extractable as food	Production of fish, game, crops, nuts, fruits by hunting, gathering, subsistence farming or fishing
Raw materials	That portion of gross primary production extractable as raw materials	The production of lumber, fuel or fodder
Waste treatment	Recovery of mobile nutrients and removal or breakdown of excess or xenic nutrients and compounds	Waste treatment, pollution control, detoxification

\*Costanza, R., d' Arge, Ralph, de Groot, Rudolf, Farber, S., Grasso, M., Hannon, B., Limburg, K., Naeem, S., O'Neill, R. V., Paruelo, J., Raskin, R. G., Sutton, P., &van den Belt, M. The value of the world's ecosystem services and natural capital. *Nature* 387, 253 – 258 (1997)

## **Scope of Work**

For each task, please describe in detail the work to be completed, and how it will allow you to accomplish your objectives and achieve your desired results. Tasks should be listed numerically and include the following information:

- Task #:
- Task Title
- Task Description
- Task Purpose/Objective
- Deliverable Description
- Deliverable Due Date
- Task Cost (rounded to the nearest dollar)

## **General Guidelines**

- If applicable, obtaining permits, authorizations, clearances and access agreements should be the first discrete task.
- If applicable, development of plans (*e.g.*, revegetation, construction, monitoring) should be included as a discrete task with an appropriate cost assigned.
- Include as many discrete tasks as necessary to complete the project.
- Although some tasks continue throughout the contract duration, attempt to make each task discrete and payable upon completion.
- The final discrete task must be a final report with an appropriate cost assigned.
- A deliverable is a product submitted to the Arizona Water Protection Fund demonstrating that work has been completed. Deliverables are often reports, photographs, data, etc. that are submitted along with receipts and invoices for materials and labor.

Example:

### **Task 1: Permits, Authorizations, Clearances and Agreements**

**Task Description:** The Grantee shall obtain all permits, authorizations, environmental clearances and agreements necessary to complete the tasks listed in this Scope of Work. These include but are not limited to:

- State Historic Preservation Office (SHPO) clearance
- National Environmental Policy Act (NEPA) compliance
- Access agreement(s) between Grantee and Landowner(s) (if different)
- Notice of Intention to Drill (NOI) authorization
- Clean Water Act Section 404 permit
- Data Collection permit(s) if necessary
- Water right permits if necessary

**Task Purpose:** To comply with all local, state and federal permit requirements, environmental laws such as NEPA and obtain legal access to project area.

**Deliverable Description:** Copies of all approved permits, authorizations, clearances and agreements.

**Deliverable Due Date:** Prior to any ground disturbing activities

**Reimbursable Cost:** \$2,500.00

### **Detailed Budget Breakdown**

Provide a detailed breakdown of your budget by task in a table format (preferably using Microsoft Word or Excel). Divide your Scope of Work tasks into Direct Labor Costs, Outside Services Costs, Other Direct Costs, Capital Outlay & Equipment Costs, and Administrative Costs. Please round figures up or down to the nearest dollar. Identify only funds being requested from AWPf in this section. Direct labor and Outside Services Costs must be broken down by job classification (e.g., project scientist, hydrologist, laborer, etc.), number of hours and average cost/hour for that job classification. Other Direct Costs, Capital Outlay and Administrative Costs must be broken down to identify all components for which funds are being requested. **All expenditures must be itemized in the Detailed Line Item Budget. Any expenditure not listed shall be ineligible for reimbursement unless prior written approval is received from the Commission or Staff.**

Direct Labor Costs include the labor costs directly involved with the project (wages, salaries, and fringe benefits).

Outside Services are consultants or subcontractors.

Other Direct Costs include supplies (e.g. paper and pencils), computer time, per diem, printing, public relations, etc.

Capital Outlay & Equipment Costs includes any equipment or other expenditures (e.g., water purchases, sampling equipment, fencing materials).

Administrative Costs are management and overhead costs. By statute, the total administrative costs charged to the AWPf cannot exceed 5% of the total project costs requested from the AWPf.

### **Detailed Matching Funds Breakdown**

Matching funds are not required to be eligible for AWPf funding; however projects that do include matching funds typically receive higher consideration. See guidance under Detailed Budget Breakdown above. Identify only matching funds on this form. Please note that matching administration costs are **not** limited to 5% of the total project costs.

Volunteer labor costs should be based on current minimum wage rates; technical volunteer labor can be based on an hourly fee comparable to consulting fees.

### **Supplemental Information**

**State Historic Preservation Office (SHPO) Review Form** is mandatory for all projects submitted to the Arizona Water Protection Fund (see pages 20 – 24). Please complete the form and have signed by an authorized person.

**Key Personnel** associated with this project must be identified and a Project Coordinator must be designated. Resumes and brief biographical sketches describing the relevant qualifications of all key personnel, including subcontractors also must be submitted.

**Project Site Photographs** for all types of applications must be submitted. Submit one set of color photographs of the project area (or color copies) with the 5 copies of your application. Indicate and describe the location of proposed project features on each photo, including compass direction.

**Plans** for activities such as sampling/monitoring, study/research designs, revegetation efforts, and photographic monitoring must be discussed at a level of detail that will allow AWPf to evaluate whether the activities will be appropriate and adequate. If you receive a grant award, you will be

required to submit detailed plans as deliverables. Your application should include a task and appropriate budget within the Scope of Work to complete detailed plans and be included on the budget forms. Also, include a description of any equipment to be purchased using AWPFF Funds.

**Existing Plans/Reports/Information** relevant to the project (e.g. Total Maximum Daily Load (TMDL) Reports, Species Recovery Plans, Watershed Assessments, etc.) must be submitted for AWPFF to consider when evaluating your proposal.

**Community Support** should be demonstrated in the application. Include signed copies of letters from community organizations and other groups or individuals that support your project. If you are a federal or state agency, you should attach evidence of support from those citizens who lease or hold use-permits for the lands to be impacted by your project. Letters of support for your proposal received after the application deadline will not be considered for evaluation purposes; however they will be forwarded to the Commission.

**Evidence of Control and Tenure of Land** must be demonstrated. Applicant must have legal and physical access and authority to manage the area where grant tasks are to be performed. Cooperative agreements with all parties having such access and authority, or letters of support with a plan to obtain cooperative agreements prior to grant award shall meet this requirement.

- **If you own the land on which the proposed project is located**, attach a copy of the appropriate legal document showing title in the name of the applicant, including a legal description of the property.
- **If you manage the land on which the proposed project is located**, attach a copy of the lease, special use permit, intergovernmental agreement or other appropriate official instrument.
- **If you do not own or manage the land on which the proposed project is located**, attach documentation verifying ownership (as noted above) and attach a copy of the permit, agreement or letter of intent that allows you access to the site.

**Evidence of physical and legal availability of water** must be demonstrated. If water will be used in the project, the water must be physically and legally available to the applicant for the proposed purpose. Provide a projection of the total number of acre-feet per year necessary for the project.

- **If your proposed project uses surface water flows**, attach the appropriate documentation of your surface water right or claim for the intended use at that location.
- **If you do not have a surface water right or claim** for the intended use at that location, attach a copy of the surface water right or claim that you intend to use, as well as a permit, agreement, or letter of intent that allows your use of the water.

- **If your proposed project will require pumping from wells**, submit well registration numbers for existing wells and appropriate groundwater or surface water right documentation. Note: a Notice of Intention to Drill is not evidence of a water right.

Additionally, for all proposed and existing wells, state the following:

- Appropriate depth and borehole diameter
- Pump size
- Estimated depth and length of perforated or screened interval
- Well drilling method, if known (*e.g.*, hand driven well point, auger, mud rotary, etc)
- Use of water (*e.g.*, water level measurement, water quality monitoring, livestock watering, revegetation)

ADWR Records Management may be able to assist you with existing well information.

- **If the proposed project will use effluent**, attach documentation demonstrating the source of the effluent and your authority to use it (*e.g.*, a contract with the wastewater treatment plant or municipal water provider).
- **If the proposed project will use Central Arizona Project (“CAP”) water**, provide documentation demonstrating your authority to use it (*e.g.*, CAP subcontract).

### **Electronic Forms**

The subsequent pages include the following electronic forms:

- Application Cover Page
- Arizona Watershed Map
- Project Location and Environmental Contaminant Information
- State Historic Preservation Office Review Form

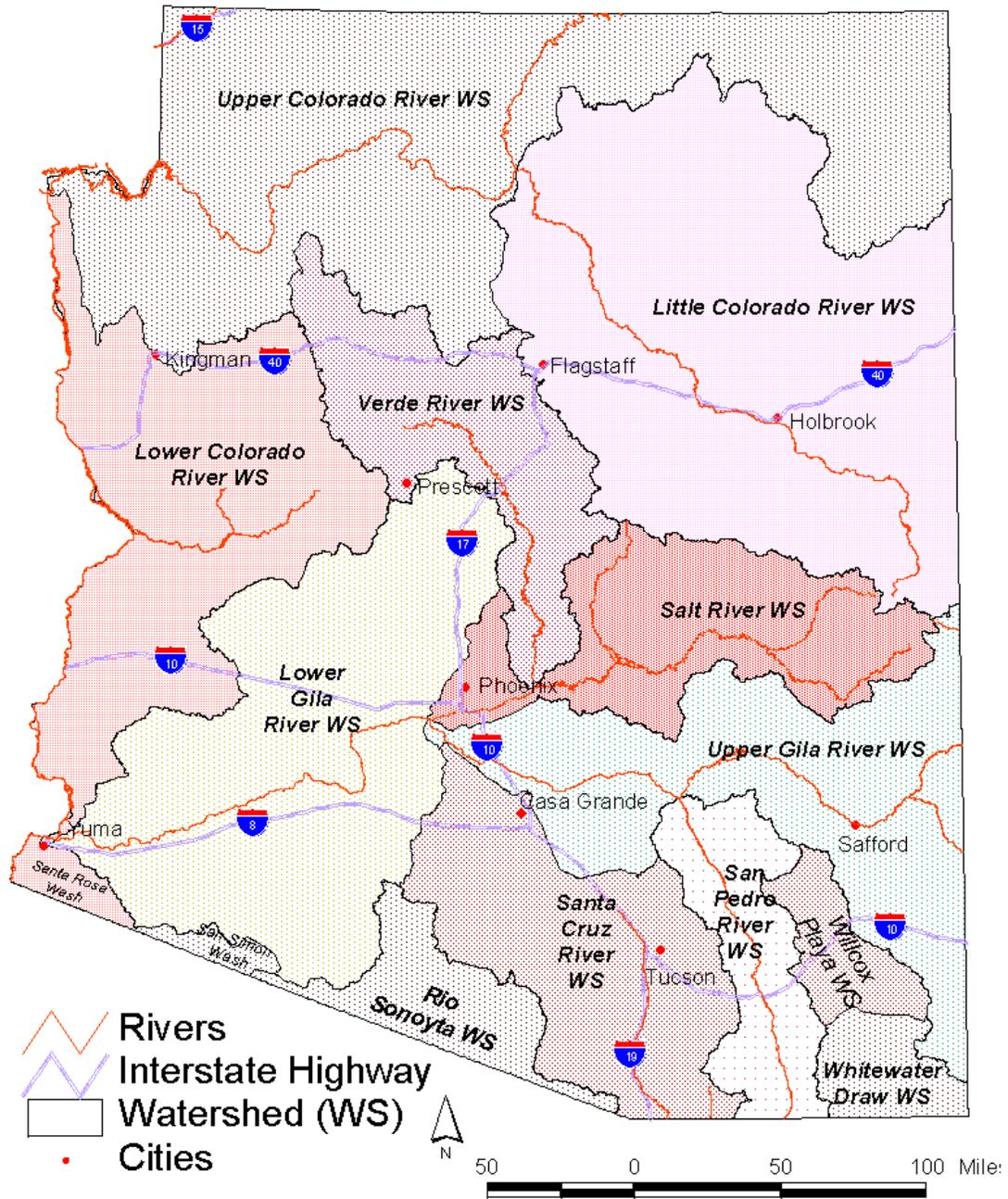
Use the tab key or arrow keys to move through the electronic forms. You may also click on a form field or check box by using your mouse. If you are unable to complete these forms electronically, you may print them and hand-write the requested information.

***Please note that these forms do not constitute the entire required application package.*** All information identified in the Application Content Requirements Overview must be submitted.

**Arizona Water Protection Fund  
Application Cover Page  
FY 2011**

<b>Title of Project:</b>											
<b>Type of Project:</b> <input type="checkbox"/> Capital or Other <input type="checkbox"/> Water Conservation <input type="checkbox"/> Research	<b>Stream Type:</b> <input type="checkbox"/> Perennial <input type="checkbox"/> Intermittent <input type="checkbox"/> Ephemeral										
<b>Your level of commitment to maintenance of project benefits and capital improvements:</b> <input type="checkbox"/> < 5 years <input type="checkbox"/> 5-10 years <input type="checkbox"/> 11-15 years <input type="checkbox"/> 16-20 years											
<b>Applicant Information:</b> Name/Organization: Address 1: Address 2: City: State: ZIP Code: Phone: Fax: Tax ID No.:											
<b>Inside an AMA:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>  <b>If yes, which AMA:</b> <input type="checkbox"/> Phoenix <input type="checkbox"/> Tucson <input type="checkbox"/> Prescott <input type="checkbox"/> Pinal <input type="checkbox"/> Santa Cruz											
<b>Type of Application:</b> <input type="checkbox"/> New <input type="checkbox"/> Continuation											
<b>Contact Person:</b> Name: Title: Phone: Fax: e-mail:											
<b>Any Previous AWP Fund Grants:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No  <b>If yes, please provide Grant #(s):</b>											
<b>Arizona Water Protection Fund Grant Amount Requested:</b>  \$  If the application is funded, will the Grantee intend to request an advance: <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Matching Funds Obtained and Secured:</b> <table style="width: 100%;"><thead><tr><th style="text-align: left;"><u>Applicant/Agency/Organization:</u></th><th style="text-align: right;"><u>Amount (\$):</u></th></tr></thead><tbody><tr><td>1. Applicant</td><td></td></tr><tr><td>2.</td><td></td></tr><tr><td>3.</td><td></td></tr><tr><td colspan="2" style="text-align: right;"><b>Total:</b></td></tr></tbody></table>	<u>Applicant/Agency/Organization:</u>	<u>Amount (\$):</u>	1. Applicant		2.		3.		<b>Total:</b>	
<u>Applicant/Agency/Organization:</u>	<u>Amount (\$):</u>										
1. Applicant											
2.											
3.											
<b>Total:</b>											
Has your legal counsel or contracting authority reviewed and accepted the Grant Award Contract General Provisions? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A											
<b>Signature of the undersigned certifies understanding and compliance with all terms, conditions and specifications in the attached application. Additionally, signature certifies that all information provided by the applicant is true and accurate. The undersigned acknowledges that intentional presentation of any false or fraudulent information, or knowingly concealing a material fact regarding this application is subject to criminal penalties as provided in A.R.S. Title 13. The Arizona Water Protection Fund Commission may approve Grant Awards with modifications to scope items, methodology, schedule, final products and/or budget.</b>											
<b>Typed Name of Applicant or Applicant's Authorized Representative</b>	<b>Title and Telephone Number</b>										
<b>Signature</b>	<b>Date Signed</b>										

# Arizona Watershed Map FY 2011



Title of Project: \_\_\_\_\_

## Project Location & Environmental Contaminant Information FY 2011

<b>Project Location Information</b>			
1. County: _____	2. Section: _____	3. Township: _____	4. Range: _____
<p>5. Watershed: _____</p> <p>6. 8 or 10 Digit Hydrologic Unit Code (HUC): _____</p> <p>7. Name of USGS Topographic Map where project area is located: _____</p> <p>8. State Legislative District: _____</p> <p>9. Land ownership of project area: _____</p> <p>10. Current land use of project area: _____</p> <p>11. Size of project area (in acres): _____</p> <p>12. Stream Name: _____</p> <p>13. Length of stream through project area: _____</p> <p>14. Miles of stream benefited: _____ <u>miles</u></p> <p>15. Acres of riparian habitat: _____ <u>acres</u> will be:</p> <div style="margin-left: 300px;"> <input type="checkbox"/> Enhanced  <input type="checkbox"/> Maintained  <input type="checkbox"/> Restored  <input type="checkbox"/> Created         </div>			
<p>16. Provide directions to the project site from the nearest city or town. List any special access requirements:</p>   			
<b>Environmental Contaminant Location Information</b>			
<p>1. Does your project site contain known environmental contaminants? <input type="checkbox"/> <b>YES</b> <input type="checkbox"/> <b>NO</b> If yes, please identify the contaminant(s) and enclose data about the location and levels of contaminants:</p> <p>2. Are there known environmental contaminants in the project vicinity? <input type="checkbox"/> <b>YES</b> <input type="checkbox"/> <b>NO</b> If yes, please identify the contaminant(s) and enclose data about the location and levels of contaminants:</p> <p>3. Are you asking for Arizona Water Protection Fund monies to identify whether or not environmental contaminants are present? <input type="checkbox"/> <b>YES</b> <input type="checkbox"/> <b>NO</b></p>			

## STATE HISTORIC PRESERVATION OFFICE Review Form

In accordance with the State Historic Preservation Act (SHPO), A.R.S. 41-861 *et seq.*, effective July 24, 1982, each State agency must consider the potential of activities or projects to impact significant cultural resources. Also, each State agency is required to consult with the State Historic Preservation Officer with regard to those activities or projects that may impact cultural resources. Therefore, it is understood that **recipients of state funds are required to comply with this law** throughout the project period. All projects that affect the ground-surface that are funded by AWPf require SHPO clearance, **including those on private and federal lands.**

The State Historic Preservation Office (SHPO) must review each grant application recommended for funding in order to determine the effect, if any, a proposed project may have on archaeological or cultural resources. To assist the SHPO in this review, the following information **MUST** be submitted with each application for funding assistance:

- A completed copy of this form, and
- A United States Geological Survey (USGS) 7.5 minute map
- A copy of the cultural resources survey report if a survey of the property has been conducted, and
- A copy of any comments of the land managing agency/landowner (i.e., state, federal, county, municipal) on potential impacts of the project on historic properties.  
NOTE: If a federal agency is involved, the agency must consult with SHPO pursuant to the National Historic Preservation Act (NHPA); a state agency must consult with SHPO pursuant to the State Historic Preservation Act (SHPA),  
**OR**
- A copy of SHPO comments if the survey report has already been reviewed by SHPO.

**Please answer the following questions:**

1. Grant Program: \_\_\_\_\_
2. Project Title: \_\_\_\_\_
3. Applicant Name and Address: \_\_\_\_\_
4. Current Land Owner/Manager(s): \_\_\_\_\_
5. Project Location, including Township, Range, Section: \_\_\_\_\_
6. Total Project Area in Acres (or total miles if trail): \_\_\_\_\_
7. Does the proposed project have the potential to disturb the surface and/or subsurface of the ground?     YES     NO
8. Please provide a brief description of the proposed project and specifically identify any surface or subsurface impacts that are expected: \_\_\_\_\_
9. Describe the condition of the current ground surface within the entire project boundary area (for example, is the ground in a natural undisturbed condition, or has it been bladed,

paved, graded, etc.). Estimate horizontal and vertical extent of existing disturbance. Also, attach photographs of project area to document condition: \_\_\_\_\_

10. Are there any known prehistoric and/or historic archaeological sites in or near the project area?  YES  NO

11. Has the project area been previously surveyed for cultural resources by a qualified archaeologist?  YES  NO  UNKNOWN

**If YES, submit a copy of the survey report. Please attach any comments on the survey report made by the managing agency and/or SHPO**

12. Are there any buildings or structures (including mines, bridges, dams, canals, etc.), which are 50-years or older in or adjacent to the project area?  YES  NO

**If YES, complete an Arizona Historic Property Inventory Form for each building or structure, attach it to this form and submit it with your application.**

13. Is your project area within or near a historic district?  YES  NO

**If YES, name of the district:**

**Please sign on the line below certifying all information provided for this application is accurate to the best of your knowledge.**

\_\_\_\_\_/\_\_\_\_\_  
Applicant Signature /Date Applicant Printed Name

FOR SHPO USE ONLY	
SHPO Finding: <input type="checkbox"/> Funding this project will not affect historic properties. <input type="checkbox"/> Survey necessary – further GRANTS/SHPO consultation required ( <i>grant funds will not be released until consultation has been completed</i> ) <input type="checkbox"/> Cultural resources present – further GRANTS/SHPO consultation required ( <i>grant funds will not be released until consultation has been completed</i> )	
SHPO Comments	
For State Historic Preservation Office:	Date:

**STATE OF ARIZONA  
HISTORIC PROPERTY INVENTORY FORM**

*Please type or print clearly. Fill out each applicable space accurately and with as much information as is known about the property.*

**PROPERTY IDENTIFICATION**

For properties identified through survey: Site No. \_\_\_\_\_ Survey Area: \_\_\_\_\_

Historic Names (enter the name(s), if any that best reflect the property's historic importance):  
\_\_\_\_\_

Address: \_\_\_\_\_

City or Town: \_\_\_\_\_  Vicinity County: \_\_\_\_\_ Tax Parcel No.: \_\_\_\_\_

Township: \_\_\_\_\_ Range: \_\_\_\_\_ Section: \_\_\_\_\_ Quarters: \_\_\_\_\_ Acreage: \_\_\_\_\_

Block: \_\_\_\_\_ Lot(s): \_\_\_\_\_ Plat (Addition): \_\_\_\_\_ Year of plat (addition): \_\_\_\_\_

UTM Reference – Zone: \_\_\_\_\_ Easting: \_\_\_\_\_ Northing: \_\_\_\_\_

USGS 7.5' quadrangle map: \_\_\_\_\_

ARCHITECT: \_\_\_\_\_  not determined  known Source: \_\_\_\_\_

BUILDER: \_\_\_\_\_  not determined  known Source: \_\_\_\_\_

CONSTRUCTION DATE: \_\_\_\_\_  known  estimated Source: \_\_\_\_\_

**STRUCTURAL CONDITION**

- Good (*well maintained; no serious problems apparent*)
- Fair (*some problems apparent*) Describe: \_\_\_\_\_
- Poor (*major problems; imminent threat*) Describe: \_\_\_\_\_
- Ruin/Uninhabitable

**USES/FUNCTIONS**

Describe how the property has been used over time, beginning with the original use:  
\_\_\_\_\_

Sources: \_\_\_\_\_

**PHOTO INFORMATION**

Date of photo: \_\_\_\_\_  
View Direction (looking towards): \_\_\_\_\_

Attach a recent photograph of property in this space. Additional photographs may be appended.
---

**SIGNIFICANCE**

*To be eligible for the National Register, a property must represent an important part of the history or architecture of an area. The significance of a property is evaluated within its historic context, which are those patterns, themes, or trends in history by which a property occurred or gained importance. Describe the historic and architectural contexts of the property that may make it worthy of preservation.*

A. HISTORIC EVENTS/TRENDS – Describe any historic events/trends associated with the property: \_\_\_\_\_

B. PERSONS – List and describe persons with an important association with the building: \_\_\_\_\_

C. ARCHITECTURE – Style: \_\_\_\_\_  no style

Stories: \_\_\_\_\_  Basement Roof Form: \_\_\_\_\_

Describe other character-defining features of its massing, size and scale: \_\_\_\_\_

**INTEGRITY**

*To be eligible for the National Register, a property must have integrity (i.e. it must be able to visually convey its importance). The outline below lists some important aspects of integrity. Fill in the blanks with as detailed a description of the property as possible.*

Location -  Original Site  Moved: Date: \_\_\_\_\_ Original Site: \_\_\_\_\_

**DESIGN**

Describe alterations from the original design, including dates: \_\_\_\_\_

**MATERIALS**

*Describe the materials used in the following elements of the property:*

Walls (structure): \_\_\_\_\_

Walls (sheathing): \_\_\_\_\_

Windows: \_\_\_\_\_

Roof: \_\_\_\_\_

Foundation: \_\_\_\_\_

**SETTING**

Describe the natural and/or built environment around the property: \_\_\_\_\_

How has the environment changed since the property was constructed? \_\_\_\_\_

**WORKMANSHIP**

Describe the distinctive elements, if any, of craftsmanship or method of construction: \_\_\_\_\_

**NATIONAL REGISTER STATUS (if listed, check the appropriate box)**

Individually Listed;  Contributor;  Non-contributor to \_\_\_\_\_ Historic District

Date Listed: \_\_\_\_\_  Determined eligible by Keeper of National Register (date: \_\_\_\_\_)

**RECOMMENDATIONS ON NATIONAL REGISTER ELIGIBILITY (opinion of SHPO staff or survey consultant)**

Property  is  is not eligible individually.

Property  is  is not eligible as a contributor to a listed or potential historic district.

More information needed to evaluate.

If not considered eligible, state reason: \_\_\_\_\_

## APPENDIX A

### Grant Award Contract General Provisions

#### 1. DEFINITIONS:

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

- a. "Administrative Cost" means those costs that are traditionally termed indirect and overhead.
- b. "Agreement" or "Contract" means this Arizona Water Protection Fund Grant Award Contract between the Commission and Grantee.
- c. "Arizona Water Protection Fund" means the fund established by A.R.S. § 45-2111 and consisting of monies as set forth in A.R.S. § 45-2112.
- d. "Chair" means the chairperson of the Arizona Water Protection Fund Commission or a person duly authorized by the Chair to act on the Chair's behalf.
- e. "Commission" means the Arizona Water Protection Fund Commission or its authorized representative.
- f. "Deliverables" means the reports, documentation, and other materials developed for submission to the Project Manager by the Grantee in the course of the Grantee's performance under this Contract.
- g. "Equipment" means one or more tools, implements, computers, computer hardware, computer software, cameras, camera accessories, vehicles, or instruments purchased with Grant funds pursuant to either this Contract or a prior Contract between the Commission and the Grantee that is intended to be used to carry out the purposes of this Contract.
- h. "Grantee" means the person, firm, or organization performing the work or delivering the items described in this Contract.
- i. "Grant Application" means the application filed by the Grantee upon which this Contract was awarded.
- j. "Grant Award Contract" means this Contract between the Grantee and the Commission.
- k. "Operation and Maintenance Period" means the period of time during which grant-assisted structures, human access or educational facilities, revegetation sites, and any other 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 Manager" means the Arizona Department of Water Resources technical Staff person delegated by the Chair to administer this Contract.

- n. "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 or Special Provisions, the terms of the Scope of Work shall govern.
- o. "Shall" means what is mandatory.
- p. "Special Provisions" means those provisions of this Contract that alter or augment the General Provisions. If the Special Provisions conflict with the General Provisions, the Special Provisions shall govern.
- q. "Staff" means the technical, legal, and administrative staff, including the Project Manager, provided to the Commission by the Director of the Arizona Department of Water Resources pursuant to A.R.S. § 45-2114.
- r. "State" means the State of Arizona, including the Department of Water Resources.
- s. "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 Project Manager by the Grantee.

## **2. GENERAL REQUIREMENTS:**

- a. This Contract shall be interpreted in accordance with Arizona law.
- 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.
- c. In this Contract, Special Provisions alter the General Provisions. If the Special Provisions conflict with the General Provisions, the Special Provisions shall govern. If the Scope of Work conflicts with either the Special or General Provisions, the Scope of Work shall govern.

## **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 Commission or the State as a result of this Contract. The Grantee is solely responsible for the planning, design, scope, and implementation of the Project funded through this Contract. Neither the Commission nor the State is responsible for any liabilities resulting from the Grantee's planning, design, scope and implementation or performance of the Project funded through this Contract.

## **4. BOOKS AND RECORDS:**

The Grantee shall keep adequate books, accounts, files, and records related to work performed and expenditures incurred for a period of five (5) years after the termination of this Contract. Such books, accounts, files, and records shall be made available for inspection by the Commission, Staff, or other

appropriate agents of the State upon timely written notice. Financial records shall: (1) identify the Tasks completed; (2) include records of the time the Grantee spent performing the Tasks; and (3) include original copies of invoices, statements, sales tickets, billings for work, and similar documents as necessary to document all expenditures applicable to this Contract.

#### **5. INSPECTION AND AUDIT:**

Commission representatives and other appropriate agents of the State shall, during the term of this Contract, be entitled to review and inspect the Grantee's Project site and data which pertain to the work specified in the Scope of Work. Timely written notice shall be provided prior to any inspection. The right to inspect shall include review of operation and maintenance of the Project site and performance of field analyses and data collection to assess the degree of success of the Project.

All data collected and maintained pursuant to the requirements of this Contract shall be subject to examination on the request of the Auditor General in accordance with A.R.S. § 41-1279.

#### **6. INDEMNIFICATION:**

The parties to this Contract agree that the Grantee shall indemnify, defend, and hold harmless the Commission and the State, including the Department of Water Resources, for all claims which result in vicarious/derivative liability of the State as a result of the act, omission, misconduct, or other fault of the Grantee, its agents, officials or employees.

#### **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 Staff. If the Grantee and Staff are unable to resolve the differences or circumstances require an immediate decision, the Project Manager will refer the conflict to the Commission for resolution.
- b. Disputes arising out of this Contract are subject to arbitration to the extent required by A.R.S. § 12-133 and § 12-1518.
- c. Disputes arising out of this Contract are subject to the jurisdiction of the Superior Court of the State of Arizona.

#### **8. STOP WORK NOTICE:**

In the event of unapproved changes in the Scope of Work, performance or changes outside the scope of the Contract, illegal or unpermitted activities, or other material discrepancies between the Contract and the Grantee's activities, the Commission reserves the right to issue notice to the Grantee to stop work. The notice will further specify that the Commission 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 Commission.

## **9. TERMINATION OF CONTRACT:**

- a. The Commission, in addition to other rights set forth elsewhere in this Contract, reserves the right to terminate this Contract in whole or in part, without cause, effective thirty (30) calendar days after receipt of written notice of termination sent by certified mail to the Grantee.

The Commission, in addition to other rights set forth elsewhere in this Contract, reserves the right to terminate this Contract in whole or in part, for cause, effective upon receipt of written notice of termination sent by certified mail to the Grantee.

In the event of termination as provided in Paragraph 9 (a):

- 1) The Grantee shall stop work as specified in the notice of termination.
  - 2) If the payments prescribed by this Contract are made on a reimbursable basis, the Commission shall pay the Grantee the allowable cost for all Tasks completed in accordance with the Scope of Work as approved by the Project Manager. In addition, the Commission shall pay the Grantee its reasonable, actual costs, not to exceed the allowable costs established in the Scope of Work, for work in progress as determined by generally accepted accounting principles and practices.
  - 3) If payments have been made on an advance basis, the Grantee shall return all unexpended Grant funds within fifteen (15) calendar days of receipt of notice of termination. The Grantee, at the Commission's request, shall deliver to Staff specified completed documents, programs, data, and other information described in the Contract.
- b. The State may cancel this Contract without penalty or further obligation pursuant to A.R.S. § 38-511, which provides for cancellations of any contract made by the State, its political subdivisions, or any of the departments or agencies of either if any persons significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract or a consultant to any other party to the contract with respect to the subject matter of the contract.
  - c. In the event of cancellation under Paragraph 9 (b) of this Contract, or if the term of the Contract expires, the Grantee shall receive payment as established in Paragraph 9 (a) (2) and (3) of this Contract.
  - d. In the event that the parties mutually agree to terminate a portion of the Contract, the Grantee shall continue to perform work under this Contract to the extent not terminated under the provisions of this Paragraph.

## **10. NON-DISCRIMINATION:**

The Grantee shall comply with Arizona State Executive Order Numbers 03-22 and 99-4 and all other applicable federal and state laws, rules and regulations, including the Americans with Disabilities Act.

**11. EXPENDITURES AND PAYMENTS:**

- a. All expenditures must be itemized in the attached Detailed Budget Breakdown. Any expenditure not listed shall be ineligible for reimbursement unless prior written approval is received from the Commission or Staff.
- b. Payments made by the Commission to the Grantee pursuant to the Contract are conditioned upon the availability to the Commission of funds authorized for expenditure in the manner and for the purpose provided herein. The Commission shall not be liable for any purchases or work entered into by the Grantee prior to the effective date of this Contract.
- c.
  - 1) Fixed cost and reimbursable payments are conditioned upon receipt and approval by the Project Manager of the Deliverable(s) specified in the Scope of Work and an applicable, accurate, and complete payment request prepared by the Grantee.
  - 2) The Project Manager shall have a minimum of thirty (30) working days to approve the Deliverable(s) and payment request forms.
  - 3) If the Project Manager does not approve the Deliverable(s) or payment request, the Project Manager shall provide a reasonable time to the Grantee to correct the problem.
- d. If the Project Manager determines that the Grantee is in default in the performance of any obligation under this Contract, the Project Manager may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default.

**12. ADMINISTRATIVE COSTS:**

The Grantee may request reimbursement for Administrative Costs at a rate not to exceed five (5) percent of the total Project costs incurred that are eligible for payment under this Contract.

**13. RECOUPMENT OF PAYMENTS:**

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

**14. NOTICES:**

Whenever notice is required pursuant to this Contract, such notice shall be in writing and shall be directed to the persons and addresses specified for such purpose in the Scope of Work, or to such other persons and addresses as either party may designate to the other party in writing. Unless otherwise set forth in this Contract, notice shall be delivered in person or by certified mail, return receipt requested.

**15. AMENDMENTS:**

No amendments to this Contract shall be effective unless in writing and signed by all parties to the Contract.

**16. SUBCONTRACTS:**

- a. Subcontractors or consultants may be used in the performance of Tasks described in the Scope of Work of this Contract.
- b. Proposals to subcontract any Task described in this Contract must be approved by the Project Manager. Any subcontract shall be submitted to the Project Manager for approval prior to execution by the Grantee. A copy of any executed subcontract shall be submitted to the Project Manager prior to commencement of the subcontracted work.
- c. 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, Special Provisions, and Scope of Work.

**17. ASSIGNMENTS:**

- a. The Grantee shall not transfer or assign in whole or in part, any obligations under the General or Special Provisions of this Contract to another party without prior written approval of the Commission.
- b. In the event that the Grantee transfers control or access to the Project site location through sale, lease, or other alienation of title during the term of this Contract or the Operation and Maintenance Period:
  - 1) The Grantee shall retain all duties and responsibilities assumed under this Contract unless otherwise approved by the Commission.
  - 2) The Grantee must provide written notice to the Commission within 30 days of such action.

**18. WAIVERS:**

- a. Neither the Grantee nor the Commission shall waive or modify any condition or requirement contained in or made a part of this Contract without a written amendment to this Contract.
- b. A waiver by the Commission of any breach or default of any of the provisions of this Contract shall not be construed as a waiver of any succeeding breach or default of the same or other provisions.

**19. INCORPORATION OF GRANT APPLICATION:**

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

**20. OPERATION AND MAINTENANCE:**

- a. The Operation and Maintenance Period shall be for 20 years unless otherwise specified in the Special Provisions.

- b. The Operation and Maintenance Period for each individual grant-assisted structure, human access or educational facility, revegetation site, or any other grant-assisted improvement shall begin upon the approval by the Project Manager of the designated Deliverables identified in the Scope of Work.
- c. During the Operation and Maintenance Period, the Grantee shall, in good faith, provide operation and maintenance of all grant-assisted structures, human access or educational facilities, revegetation sites, and any other grant-assisted improvements.
- d. During the term of this Contract and the Operation and Maintenance Period, the Grantee shall provide reasonable protection from vandalism to the Project site and to any grant-assisted structural, revegetation, or other improvements thereon.
- e. If, during the during the term of this Contract or the Operation and Maintenance Period, a major flood, fire, or other unforeseen act of nature causes substantial damage to the Project site, or to any grant-assisted structure, revegetation, or other improvements, the Grantee shall notify the Project Manager 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.

**21. EQUIPMENT:**

- a. The Grantee shall not purchase any Equipment without the prior approval of the Project Manager. In addition, the Grantee shall not purchase any Equipment with a value equal to or greater than \$3000 without the prior approval of the Commission.
- b. Equipment 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.
- d. If Equipment purchased pursuant to this Contract or a prior Contract between the Commission and the Grantee has a remaining useful life after termination of this Contract, the Grantee shall continue to use the Equipment for work in any subsequent Arizona Water Protection Fund Contracts as appropriate.
- e. The Grantee shall not execute a lease of Equipment without the prior approval of either the Commission or the Project Manager.

**22. DATA:**

- a. All data, information, research, reports, and analyses prepared or collected by the Grantee in carrying out the terms of this Contract shall be owned by the parties to this Contract.
- b. Unless otherwise provided in this Contract, all data, information, research, reports, and analyses prepared or collected by the Grantee in carrying out the terms of this Contract shall be provided to the Commission as specified in the Scope of Work of this Grant Award Contract.

- c. All Deliverables, including data, information, research, reports, and analyses submitted to the Commission are public records generated for the benefit of the citizens of the State, and may be copied, published, and disseminated to any person upon proper request.

**23. REQUEST FOR COPIES:**

If the Grantee receives a request to prepare a copy of any Deliverable required by this Contract, the Grantee shall provide the copy at cost, or at a price required by law.

**24. GRANTEE'S REPRESENTATIONS AND WARRANTIES:**

All representations and warranties made by the Grantee under this Contract, including but not limited to those representations made in Paragraph 20 and in the Grant Application, shall survive the expiration or termination of this Contract. In addition, the parties acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Ch. 5.