

ARIZONA GAME AND FISH DEPARTMENT
OUI ENFORCEMENT and BOATING SAFETY
GRANT APPLICATION MANUAL



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January 2008

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Arizona Game and Fish Department
OUI Enforcement and Boating Safety Grant Application Manual
January 2008

INTRODUCTION

This manual describes procedures and materials necessary to apply for funds available through the Arizona Game and Fish Department's (Department) Operating Under the Influence (OUI) Enforcement Grant Program and Boating Safety Grant Program. Funding for this program is made possible through a bi-annual appropriation of Watercraft Licensing funds.

In general terms, project proposals should:

- satisfy a need identified in State Statute under the relevant funding source;
- support the Department's Mission;
- demonstrate acceptable boating law enforcement or boating safety principles, sound design and appropriate procedures; and
- yield public benefits at a level commensurate with project costs.

Section I describes general eligibility requirements, discusses fund-specific information, and outlines the application process.

Section II contains instructions for completing the Department grant application.

Section III contains the Grant Participant Agreement. If the proposal is awarded funding, a completed agreement will be forwarded to the successful applicant. **It is important that all prospective applicants review this agreement because it describes the obligations associated with this grant program.** It is advised that applicants carefully read the Special Conditions which are frequently included in the final Grant Agreement.

The grant application forms G1 through G4 are included in a separate Appendix A. The grant prioritization process used to score and rank eligible applications is included in a separate Appendix B. If there are any questions or comments regarding this manual, the application procedure, or if you have not received the annualized insert sheets for this year, please contact the **Statewide OUI Grants Coordinator at (623) 236-7383.**

ALL proposals and projects must comply with provisions of Title VI of the 1964 Civil Rights Act and Section 504 of the Rehabilitation Act of 1973.

SECTION I

Overview of the Grant Programs

GENERAL GRANT INFORMATION

The OUI Enforcement Grant Program is intended to facilitate expansion of boating enforcement and public safety efforts statewide through a funding mechanism specifically aimed at discouraging, preventing, and removing impaired boat operators from Arizona waterways. This grant program will allow agencies to expand their operational OUI enforcement efforts. These efforts could include promoting OUI detection, OUI prevention and education, purchasing OUI enforcement equipment, payment of officer salaries for OUI-related special projects, or other specific projects aimed at reducing alcohol-related boat accident rates, with an emphasis on identified problem areas.

The Boating Safety Grant Program is intended to facilitate expansion of boating safety and education efforts statewide through proactive projects aimed at reducing boat accident rates, with an emphasis on identified problem areas.

AUTHORIZATION

The Department is the primary watercraft law enforcement agency for the State of Arizona. The Department's Boating Safety Program is authorized by the Arizona State Legislature in A.R.S. § 5-311, and funding for the program is established in A.R.S. § 5-323. Competitive grants and the requirements for their administration are established in A.R.S. § 41-2702.

ELIGIBLE APPLICANTS

Eligible applicants for OUI Enforcement Grants include all agencies who conduct watercraft enforcement activities within Arizona, and which are agencies of the Federal government or political sub-units of the State of Arizona. Eligible applicants shall be referred to by the term "public agency."

Eligible applicants for Boating Safety Grants include public agencies, as well as any group or organization with the legal authority to enter into a grant agreement with the Department.

Applicants are encouraged to review the annual inserts to this manual (see inserts) as well as previously funded projects (listed on Department's website) for project ideas and to help determine project eligibility. The applicant should contact the Statewide OUI Coordinator (623) 236-7383 if more information is needed.

ELIGIBLE APPLICATIONS

For a grant application to be eligible for award, a grant applicant must:

- Not have an out-of-compliance grant project funded by the Department;
- Certify that proposed projects shall be in compliance with all State regulations, as well as any applicable Federal or local rules, laws or regulations;
- Certify that proposed projects will be undertaken if a grant is awarded; and
- Show evidence of boating law enforcement authority at the proposed project site(s)

Three complete copies of the proposal must be submitted (1 original and 2 copies) on letter size paper (8.5 x 11 in). **Applications must be received at the office of the Statewide OUI Coordinator, Law Enforcement Branch, prior to 5:00 p.m. on March 31, 2008 (the last business day in March).**

An application delivered to any other location will **not** be accepted. Faxed copies will **not** be accepted. Applications post-marked by the application deadline, but not physically received at the Law Enforcement Branch prior to 5:00 p.m. will **not** be accepted.

Mail:

Statewide OUI Coordinator
Law Enforcement Branch - FOLE
Arizona Game and Fish Department
5000 W. Carefree Highway
Phoenix, AZ 85086

Hand Deliver:

Statewide OUI Coordinator
Law Enforcement Branch - FOLE
Arizona Game and Fish Department
5000 W. Carefree Highway
Phoenix, AZ 85086

PROJECT INFORMATION

Project proposals should be for a minimum of \$2,500. No maximum is established, however, funds requested should not exceed the total funds available for each fiscal year. Project proposals that fund patrol boats and watercraft and OUI Command Posts are eligible and allowable. Funding of motor vehicles and ATVs are not eligible or allowable and will not be funded.

Incremental or continuation funding of projects is allowed, however no guarantee of funding is made beyond any initial grant award. Applicants are encouraged to seek additional funding and support from other sources and to identify these other sources on their application. Although a match of dollars or in-kind labor is not a requirement, it is considered a positive asset during the evaluation and scoring process.

Projects cannot begin until a Grant Participant Agreement has been signed by the applicant and the Department. An applicant who is awarded a grant must complete the project, including all project business, project deliverables, and closure certification, by the closure date established in the participant agreement (usually June 30th of the second fiscal year), unless the project period has been extended through formal amendment to the agreement.

Projects should result in a measurable product(s) or programs specifically related to:

- Implementing any innovative, projects aimed at promoting boating education and outreach efforts
- Increasing boating education course attendance
- Promoting boating safety
- OUI detection and/or enforcement
- OUI prevention and/or education,
- Purchasing of OUI enforcement equipment
- Payment of officer salaries for OUI special projects

The applicant must give suitable public acknowledgment to the Department's Boating Safety Program on pamphlets, videos, published reports, educational materials, announcements, technical reports, publications, or other products resulting from the grant.

ELIGIBLE COSTS

Costs incurred prior to the effective date of the Grant Participant Agreement (pre-agreement costs) are allowed only as match or donation and must be specifically provided for in the Grant Participant Agreement. All pre-agreement costs must be supported by source documents or other records to substantiate the expenditure of funds.

Grant recipients may purchase and/or maintain project equipment with grant funds. Equipment purchased for more than \$500 with grant funds shall be used for the purpose specified in the Grant Agreement for the useful life of the equipment, or shall be surrendered to the Department upon completion of the project, whichever comes first. If the equipment is sold, the Participant shall pay the Department the amount of any resulting proceeds in the ratio equivalent to the funds provided for the purchase.

PROPOSAL REVIEW

Grants are awarded through a competitive process. Proposals are reviewed and judged on the basis of their compatibility with goals, needs, and priorities of the Department, project feasibility, merit, and usefulness of results for the reduction of alcohol-related boat accidents and boat accidents in general. The Department's Watercraft Safety Grant Prioritization Process is used to score and rank project proposals that meet eligibility requirements (see Appendix B).

ARIZONA GAME AND FISH DEPARTMENT FY09 General Timeline for OUI and Boating Safety Grant Applications	
Availability of grants announced	No later than January 31 st
Department conducts workshops for agencies and groups interested in the grant programs	January – February
Applicants develop and submit project proposals	January – March
Application Deadline	Close of business, last business day in March
The Statewide OUI Coordinator reviews applications to determine eligibility and/or requests additional project information, as allowed by law	April
	Continued next page

The Department's Watercraft Safety Grant Prioritization Process is used to score and rank eligible applications	April – May
Prioritized and recommended applications are presented to Executive Staff and Director for approval	June
All applicants are notified of the disposition of applications	July
Funds are made available to successful applicants pending completion of Participant Agreement	July
Commission is given briefings on the status of all grants during the established Department programs briefing on watercraft issues	October and April

APPEAL PROCESS

After all applicants have been notified and grant awards have been announced at a public forum (the Arizona Game and Fish Commission Meeting), an unsuccessful applicant may submit an appeal within thirty (30) calendar days of the Commission meeting in accordance with R12-4-702 (C). This should be done by submitting a letter to the Statewide OUI Coordinator, Arizona Game and Fish Department, FOLE, 5000 W. Carefree Highway, Phoenix, AZ 85086.

SECTION II

Instructions For Completing Grant Application Forms

Please find forms in Appendix A.

FORM G1 (Grant Application)

Applicant: Enter the name of the eligible **public agency or group (not an individual)** submitting the grant application.

County and Legislative District: List the county(s) and legislative district(s) where the project will have an impact. Please use the current legislative district maps available on the Arizona Independent Redistricting Commission web page:

<http://www.azredistricting.org/>.

Applicant's Address: Enter the official mailing address of the applicant.

Applicant Contact: Enter the **name**, title, and telephone number and email address of the **individual** who will have the day-to-day **responsibility** for project supervision, management, and administration (including all reports) for the proposed project. This person must be employed by the applicant agency or a member of the applicant group. (Note: A graduate student, volunteer, sub-contractor, etc. is not considered an applicant contact.)

Secondary Contact: Enter the name, title, and telephone number and email address of the individual associated with the project who will have day-to-day **knowledge** of the project. (This person may be a graduate student, volunteer, sub-contractor, etc.)

Project Title: Enter the title of the proposed project incorporating the name of the site and/or the essence of the type of work to be accomplished. (Limit 40 letters or characters.)

Brief Project Description: Summarize the project proposal. Describe the scope and nature of what is to be accomplished through the project and the methods to be used. Be very clear, concise and objective. The information provided here is used throughout the application and evaluation process. Describe the product that will result from the project. Typical products may include reports, publications, maps, tools, techniques, data summaries; violation estimates, enforcement activities and/or information transfer activities.

Duration of Project: Indicate the anticipated beginning and ending dates for the project.

Project Funding: List the appropriate funding amounts that will be utilized to accomplish the project, including the "Grant Dollars" being requested and any other **secured** matching dollars, including salaries, or other contributions. **These dollars must equal the total amounts from AGFD Form G2 Pages 1 and 2, Estimated Project Cost Sheets.** As described on AGFD Form G2, all matching dollars from other than the applicant must be documented with letters of commitment of funds, labor, etc.

Authorized Signature: The Grant Application Form must be signed by an authorized agent of the public agency or group applying for the grant, and by signing, the authorized agent represents the applicant, having authority to enter into agreements, accept funding, and fulfill the terms of the proposed project. This person on behalf of the applicant has authority to bind the applicant to the terms of the Grant Participant Agreement. The applicant is required to read the Grant Participant Agreement referenced here and included in Section III of this manual.

FORM G2 (Estimated Project Cost Sheet)

Accurate cost estimates should be developed based on the anticipated costs of completing the project within the appropriate time schedule identified by the applicant. The Department, if deemed necessary by the Director, may modify these estimates when making a grant award.

The costs are separated into the following categories: Pre-Agreement Costs, Material and Equipment Costs, Personnel Costs and Other Costs. The categories are structured to help the applicant account for all types of funding required to ensure a successful project. It is important to account for all costs associated with the project. Please read the information provided below for each category to help develop the project costs.

There are three (3) columns labeled A, B, C. In Column A, "Grant Dollars Requested", list the dollar amounts for scope items that require grant assistance. In Column B, "Applicant Dollars (Match)", including salaries, list those dollars being spent toward this project by the applicant, **and attach documentation confirming a commitment if from other than the applicant.** In Column C, "Dollars from other sources (Donations)", list those dollars that are committed to the project from any entity other than the applicant. **Documentation MUST be included confirming the commitment to expend those dollars, labor, etc.**

A match of dollars is not required, but it is encouraged. All dollars listed in Columns B and C must be secured match and/or contribution verified by documented support (letter, memo, and/or contract), and can include the fair market value of land, services, materials and/or equipment. The estimated values of other donations may be derived from appraisals, applicant's pay scales, and Arizona Department of Transportation Equipment Use Rates.

Project Title: Enter the title of the proposed project. (The same title used on the Department Application Form.)

Pre-Agreement Costs: Enter any pre-agreement costs that may be charged to an approved project and the date incurred. Items that may be eligible for funding assistance, although incurred prior to project approval include: feasibility studies, preliminary design, preparation of cost estimates, and similar items necessary for project preparation. Be certain to include any costs incurred prior to submitting the application. These may be included as matching dollars, or may be considered for funding under the Grant Participant Agreement.

Personnel Costs: List the personnel by title (or name) and agency or group, who would accomplish the project objectives and receive benefit from this grant. Estimate the number of hours, and/or rate of pay, and dollar amount.

Equipment Costs: List all equipment proposed for purchase under the grant, including a proposed useful life in years for all items over \$500. Motor vehicle and ATV purchases are not eligible under the grant.

Other Costs: List any costs not defined in the previous categories. Per/diem listed as travel costs should not exceed state or local requirements. In an effort to deliver project dollars to as many projects as possible, **no grant dollars may be expended on indirect costs.** Indirect costs may be utilized as match, if properly documented.

For publications, itemize costs of design/layout, artwork, photos, color separations, and printing. Include the number of copies to be printed and how the publication will be disseminated.

Total Costs: Complete the form by calculating the totals for each column. **The sum of the 3 columns should represent the total costs of the project. These totals should be the same amounts used on the Grant Application Form (AGFD Form G1).**

FORM G3 (Cultural Resource Certification)

Applicants must answer the questions on this form only if the proposed project will involve construction and/or ground disturbance, which may require further environmental assessment.

FORM G4 (Project Proposal Information Sheet)

All applicants must answer the questions on this form.

**PROVIDE THE FOLLOWING ADDITIONAL INFORMATION
(IF APPLICABLE):**

When appropriate, applicants must submit a map clearly identifying project locations or project proposal areas. Each map should include project title and a north-indicating arrow. Submit additional maps as necessary to adequately convey planned project / program activity.

Research Projects

Provide a map(s) that defines the general location(s) where fieldwork or other data gathering will occur.

Class, Workshop, and Event Projects

Provide a map(s) that shows the general location of project activities.

Media Publications-Projects

If other than statewide, provide a map(s) that locates where the majority of the publication will be distributed.

Appendix A

Application Forms

Rev 01/10/08

OUI ENFORCEMENT and BOATING SAFETY GRANT APPLICATION MANUAL

- AGFD Form G1:** Participation Information
- AGFD Form G2:** Estimated Project Cost Sheets
- AGFD Form G3:** Cultural Resource Certification
- AGFD Form G4:** Project Proposal Information Sheet

Arizona Game and Fish Department Grant Application

PARTICIPATION INFORMATION

Applicant Agency or Group: _____ **County** (where project will be done): _____

Applicant Address: _____ **Legislative District(s):**
(List any districts impacted by proposed project): _____

Applicant Contact: Name: _____ Title: _____ Organization: _____ Work Unit: _____ Telephone #: _____ E-mail: _____	Secondary Contact (if applicable): Name: _____ Title: _____ Organization: _____ Work Unit: _____ Telephone #: _____ E-mail: _____
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PROJECT INFORMATION

Check Grant Program: Check only one.

- Boating Safety Grant
- OUI Enforcement Grant

Project Title: _____

Brief Description of Project:

Duration of Project:	Project Funding:	
Beginning: _____	Total Grant Dollars Requested	\$ _____
Ending: _____	Local Match and/or Donations (if any)	\$ _____
	Total Project Costs	\$ _____

The undersigned hereby offers and agrees to perform in compliance with all terms, conditions, specifications and scope in the application. Signature certifies understanding and compliance with the application attached hereto. Arizona Game and Fish Department may approve grant award with modifications to scope items, methodology, schedule, final products, and/or budget.

Authorized Signature: _____	Date: _____
Printed Name: _____	Title: _____
Address: _____	

Estimated Project Cost Sheet – Page 1

Project Title _____

It is very important to refer to Section II of the Grant Application manual that describes how to complete this form.

MATCHING FUNDS

	A Grant Dollars Requested	B Applicant Dollars (Match)*	C Dollars From Other Sources (Donations)**
Scope Items (must include date incurred)	N/A		
_____	N/A	_____	_____
_____	N/A	_____	_____
_____	N/A	_____	_____
_____	N/A	_____	_____
Total Matching Funds (Columns B & C)	N/A	\$ _____	\$ _____

MATERIAL & EQUIPMENT COSTS

	A	B	C
Scope Items (list in priority order). List units, number of items and unit costs, as applicable.			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Total Material & Equipment Costs (Columns A, B & C)	\$ _____	\$ _____	\$ _____

* All applicant matching funds in Column B must be secured for the proposed project.

** All non-applicant dollars listed in Column C must be supported with documentation.

Estimated Project Cost Sheet – Page 2

PERSONNEL COSTS

	A Grant Dollars Requested	B Applicant Dollars (Match)*	C Dollars From Other Sources (Donations)**
Title of Person (include rate of pay)			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Total Personnel Costs (A, B & C)	\$ _____	\$ _____	\$ _____

OTHER COSTS (List unit, unit cost and number of units, if applicable)

Travel: _____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Supplies _____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Other Costs: _____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Total Other Costs (A, B & C)	\$ _____	\$ _____	\$ _____

TOTAL COSTS

Total Grant Dollars Requested (Column A)	\$ _____		
Total Match Dollars (Column B)		\$ _____	
Total Donation Dollars (Column C)			\$ _____
Total Match and Donations (Column B + C)	\$ _____		
Total Project Costs (Total Grant Dollars Requested + Total Match and Donations)	\$ _____		

* All applicant matching funds in Column B must be secured for the proposed project.

**All non-applicant dollars listed in Column C must be supported with documentation.

Cultural Resource Certification

(Complete and submit this form *only* if ground disturbance is required for project)

This certification is **required** by regulations implementing the State Preservation Act (A.R.S. § 41-861 through 42-864), effective July 24, 1982. It is understood that recipients of state funds are required to comply with this law throughout the project period. The State Historic Preservation Act mandates that all State agencies consider the potential of activities or projects to impact significant cultural resources. Each State agency is required to consult with the State Historic Preservation Officer (SHPO) with regard to those activities or projects that may impact cultural resources.

PROJECT TITLE _____

APPLICANT _____

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

Does the proposed project have the potential to disturb the surface and/or subsurface of the ground?

_____ **YES** _____ **NO**

Are there any known prehistoric and/or historic archaeological sites within the project area that have the potential to be disturbed by the proposed activity?

_____ **YES** _____ **NO**

Are there any buildings or structures (including mines, bridges, dams, canals, etc.) which are 50 years or older within the project area that have the potential to be disturbed by the proposed activity?

_____ **YES** _____ **NO**

If you have answered "NO" to all of the above questions, please sign on the line below certifying that the activity or project is in compliance (and will remain in compliance throughout the project period) with the State Historic Preservation Act.

Authorized Signature/Date

Printed Name

Phone Number

If you have answered "YES" to any of the above questions you must contact the Arizona Game and Fish Department Statewide OUI Coordinator for additional instructions. **DO NOT FORWARD THIS FORM TO SHPO.**

PROJECT PROPOSAL INFORMATION SHEET

ALL APPLICATIONS MUST USE THIS FORM AND ANSWER ALL THIRTEEN QUESTIONS.

(Attach sheets as necessary)

1. What is the boating safety or OUI related problem that this project is designed to address? Provide exact details of how this project addresses that problem, what the end products and deliverables will be, and when they will be accomplished. Give a schedule or timeline for each project accomplishments and final deliverable (scope of items).
2. What specific qualifications do the key project manager and/or any other key personnel have that will ensure that the project will occur. Focus on the certifications, skills, training and/or knowledge needed to ensure accomplishment of all components of the project. If contract personnel will be hired, describe the minimum qualifications that will be required.
3. How will the project's end products and deliverables directly effect or reinforce public safety during watercraft activities (address and complete a detailed response for each bullet – if none, say none.)
 - Increase participation in boating education courses
 - Encourage compliance with watercraft regulations and rules of the waterway
 - Increase public awareness of the need to use watercraft responsibly
 - Decrease boat accident rates
 - Reduce incidence of OUI boat operation
4. Describe how the Arizona Game and Fish Department will be able to utilize and/or benefit directly from the project's end products and deliverables.
5. Please provide exact details for all statements that apply:

Is the project proposal for a NEW program, project or concept?

Does this proposal support, supplement or enhance a current project your agency is performing?

Does this proposal support, supplement or enhance an ongoing interagency cooperative program, project or study?

Does this proposal support, supplement or enhance a previously-funded OUI or Boating Safety grant project?

6. What publicity do you have planned for the project? How will you give credit to the funding source if your project proposal is awarded?

7. Attach documentation that demonstrates that this proposal has been reviewed by the public, other organizations, and/or agencies. Consideration will be given to evidence of external agency or public support of the project as well as critical peer review of the proposal.

8. Please describe any potential negative side effects this project may create. (The reason we ask this question is to be sure the applicant is aware of any potential side effects the project may create.)

9. Compare the costs of the project and the expected benefits. Provide details and examples of how this project will directly effect boating safety and reduce boating accident rates. Provide information on the size of boating waterways affected by this project, the number of publics served and how this project serves them (number of user days), longevity of project, number of boaters affected.)

10. List the body(s) of water that will be the focus of this project.

11. Please describe the project methodology, site plan, and/or study design that will be used to accomplish the project purpose(s) or objective(s) described above. This should include drawings or examples of published materials necessary to start and complete the proposed project.

12. Please describe the financial accounting process and any proposed audits that will be used to monitor and report expenditures of awarded grant funds.

13. Please describe the data that will be gathered and reported to the Department in order to determine if this project was successful. This should include specific aspects of the project that will be monitored to determine if the project has been a success.

Appendix B

Grant Prioritization Process

The Department's Watercraft Safety Grant Prioritization Process is used to score and rank project proposals that meet eligibility requirements under either the OUI Enforcement Grant Program or the Boating Safety Grant Program. The process includes general prioritization scoring based on the project proposal's alignment with Department boating safety priorities and objectives, scoring by technical merit reviewers, as well as evaluation and scoring of the applications by a Prioritization Committee whose members are drawn from various disciplines within the Department.

Feasibility

Each application is evaluated based on five feasibility questions ranging from 15 to 30 points each. The score for feasibility is worth up to a total of 100 points.

Merit

Each proposal is evaluated based on several questions regarding overall merit, including applicability to the formal objectives of the Department's Boating Safety Program. Merit is worth up to a total of 150 points.

Cost

A series of specific funding questions is asked of each proposal on 1) requested funding in relation to expected benefit, 2) match and in-kind contribution funding in the total project cost, and 3) percent share of funding requested compared to the amount of available funds. The score for cost is worth up to a total of 50 points.

Technical Review

Technical Review scores are based on input from Department staff with expertise and experience in technical subjects commonly included in proposals. Applications are reviewed for benefit, feasibility, and merit for a maximum of 100 points, scored in 25-point increments. An average of the reviewer scores is included in the composite score when the Prioritization Committee evaluates applications.

Final Score-Sheet

Scores from all of the above categories are combined on the final score sheet, and tabulated to assign total points attributed to each proposal. A combined total of 400 points are possible. Remarks or special considerations noted by the Prioritization Committee are included on the final score sheet.

FEASIBILITY (Total Points = 100) Use score values in the range as shown in the question (or item) with reference to the criteria presented.

1. Are the project accomplishments and deliverables stated clearly? **0 – 15 points**

- 15 clearly stated and realistic
- 0 Unclear

2. As stated, could the project be completed within the time allotted? **0 – 15 points**

- 15 realistic time schedule
- 0 time schedule not realistic

3. Are key project personnel/managers adequately qualified? **0 – 30 points**

- 30 well qualified
- 15 Qualifications insufficiently stated
- 0 No evidence of qualified personnel

4. Is the project likely to be accomplished as proposed. **0 – 20 points**

- 20 likely to be fully accomplished
- 10 likely to be partially accomplished
- 0 Not likely to be accomplished

5. Evaluate the applicant's track record. **0 – 20 points**

- 20 in good standing or new applicant
- 10 minor out-of-compliance record or minor delinquent reporting
- 0 evidence of failure to terms of agreement

MERIT (Total Points = 150) Use score values in the range as shown in the question (or item) with reference to the criteria presented.

1. Will the end product(s) of the proposal enhance boating safety in Arizona? **0 – 30 points**

- 30 Strongly enhance boating safety
- 15 somewhat enhance boating safety
- 0 no apparent enhancements

2. Does the project proposal support, supplement, or enhance an ongoing boating safety program or project? **0 – 30 points**

- 30 Strongly aligns with program(s) or project(s)
- 15 somewhat aligns with program(s) or project(s)
- 0 no apparent alignment

3. Does the project address an existing Boating Safety Program objective? **0 – 30 points**
- 30 Strongly correlates to an objective
 - 15 somewhat correlates to an objective
 - 0 no apparent correlation
4. Is the publicity plan adequate? **0 – 20 points**
- 20 gives credit to funding source(s) and provides high visibility for AGFD
 - 10 credits funding source or AGFD, but visibility not adequate
 - 0 inadequate publicity plan
5. Does the application include documentation of public or peer review of the proposal? **0 – 20 points**
- 20 thoroughly reviewed and documentation of strong support
 - 10 evidence of review and/or community support
 - 0 no review or support indicated
6. Are potential negative side effects (e.g. public safety, resource impact or planning conflicts) evaluated?
0 – 20 points
- 20 thoroughly evaluated a range of effects
 - 10 somewhat evaluated potential effects
 - 0 no evaluation identified

COST (Total Points = 50) Use score values in the range as shown in the question (or item) with reference to the criteria presented.

1. Is the amount of the funding requested justified by direct benefits to Arizona boaters (cost/benefit) and/or the Department? **0 – 25 points**
- 25 Expected benefits greatly exceed requested funding; high numbers of targeted demographic impacted for low project cost
 - 20 Expected benefits exceed requested funding; high to moderately high numbers of targeted demographic impacted for moderate to low cost
 - 10 Expected benefits justify requested funding moderate to low numbers of targeted demographic impacted for high to moderate cost
 - 5 Low numbers of boaters are impacted for high costs
 - 0 Requested funding excessive with very little, if any, expected benefits

2. Evaluate cost sharing by percentage of total project cost. Compare requested dollar amount to match and substantiated donation on Estimated Project Cost Sheet.

0 – 10 points

- 10 match plus donation greater than 75 percent of total project cost
- 8 match plus donation 50 to 75 percent of total project cost
- 6 match plus donation greater than 25 but less than 50 percent of total project cost
- 4 match plus donation greater than zero to 25 percent of total project cost
- 0 requested funding only, no match or donation

3. Percent of the cost of the project compared to the available funds.

0 – 15 points

- 15 requested funds 0 to 20 percent of funds available
- 10 requested funds 21 to 40 percent of funds available
- 5 requested funds 41 to 50 percent of funds available
- 0 requested funds more than 50 percent of funds available

PROJECT PROPOSAL TECHNICAL REVIEW FORM

Please provide comments on this proposed project consistent with your area of expertise. Comments may discuss the importance of the proposal, the support (or lack of) from the local community, the key personnel, the funding, or any information you believe would help the Prioritization Committee score the application. The Law Enforcement Branch will address general administrative review matters per Department guidelines.

You may write or type on this hard copy form or you can access the form on U:/Law Enforcement/Technical Review Form.

Please return the review by inter-office mail or e-mail to the Statewide OUI Coordinator (FOLE). The due date will be announced.

Project Title: Proposal Number:	Person(s) Commenting:
Region # ____ IEIN ____ IEED ____ FOLE ____ Nav. Aids ____	Date: _____
CHECK ONE: _____ There is very high merit* to support this project as written. _____ There is high merit to support this project as written. _____ There is moderate merit to support this project as written. _____ There is low merit to support this project as written. _____ There is very low merit to support this project as written.	VALUE: 100 Points 75 Points 50 Points 25 Points 0 Points

Merit consists of proposal's:

- Ability and probability to increase boating safety knowledge and awareness
- Effectiveness in reducing OUI numbers
- Ability and probability to enhance public safety
- Cost to benefit ratio (are large numbers of boaters impacted at a low project cost?)

Please explain your response: (Attach additional sheets, if necessary)

Please indicate any recommended stipulations for this proposal:

Final Score-Sheet

Proposal Number:	Funding Source (Check one): <input type="checkbox"/> OUI Enforcement <input type="checkbox"/> Boating Safety
Rating Criteria	Points
Feasibility/Benefits (up to 100 points)	
Merit (up to 150 points)	
Cost (up to 50 points)	
Technical Review (up to 100 points)	
Total Score	

This proposal was scored by: (Sign and date)

Name:	Date

Remarks or Special Consideration(s):

Appendix C

Sample Grant Participant Agreement

The text of the Grant Participant Agreement, hereinafter called Agreement, is provided below for informational purposes only. Prospective applicants should review and understand the Agreement prior to submitting an application; however, applicants should not sign and return the Agreement at the time of application. Should the applicant be awarded a grant, a signed Agreement will be required prior to project initiation.

ARIZONA GAME AND FISH DEPARTMENT GRANT IN-AID PARTICIPANT AGREEMENT

Cover Page

PARTICIPANT refers to:

DEPARTMENT refers to: Arizona Game and Fish Department, acting pursuant to and under authority of the Arizona Game and Fish Commission.

In consideration of the mutual promises and other considerations contained herein, this participant agreement is entered into by and between the DEPARTMENT and PARTICIPANT and becomes effective on the date of signing by the Arizona Game and Fish Department Director.

PROJECT NAME:	
PROJECT DESCRIPTION:	
PARTICIPANT NAME:	PROJECT NUMBER:
FUND SOURCE(S):	FUND AMOUNT:
PROJECT PERIOD:	
From: Date of Signature of Arizona Game and Fish Department Director	
To: June 30, 2010	
AWARD FISCAL YEAR: FY 2009	
SPECIFIC SCOPE OF WORK: See Attachment A	SPECIAL CONDITIONS: See Attachment A
LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT: ARS § 17-231 (B) and ARS § 17-296, et seq.	

ARIZONA GAME AND FISH DEPARTMENT GRANT IN-AID PARTICIPANT AGREEMENT

General Provisions

PART I - DEFINITIONS

For purposes of this Agreement,

- A. **Approved application** means the participant's application including any changes, exceptions, deletions, or additions made by the Department prior to and for the purposes of approval.
- B. **Authorized signature** means the signature of the person on behalf of the PARTICIPANT has authority to bind the applicant to the terms of the Agreement.
- C. **Grant Prioritization Process** means a document approved by the Game and Fish Commission based upon the Department mission statement, strategic plans, and current guiding statements defining the Department's priorities. This process is used for prioritizing grant applications.
- D. **Commission** means the Arizona Game and Fish Commission.
- E. **Department** means the Arizona Game and Fish Department.
- F. **Director** means the Director of the Department
- G. **Effective date** means the date of the Director's signature on the Grant Participant Agreement.
- H. **Facilities** mean capital improvements.
- I. **Program Fund** means a granting source from the Game and Fish Watercraft Licensing Fund, pursuant to A.R.S. § 5-323.
- J. **Participant** means an eligible applicant that has been awarded a grant from the Program Fund.
- K. **Project** means an activity, or series of related activities, which are described in the specific project scope of work and which result in specific products or services.
- L. **Project period** means the period of time during which all approved work and related expenditures associated with an approved project are to be accomplished by the participant.
- M. **Public agency** means the federal government or any federal department or agency, Indian tribe, all departments, agencies, boards, and commissions of this state,

counties, cities, towns, all municipal corporations, and any other political subdivision of this state.

- N. **Specific scope of work** means the units of work or activities to be accomplished by an approved project.
- O. **Staff** means employees of the Department, unless otherwise indicated.
- P. **Useful Life** means the time funded equipment should be used and maintained.

PART II - PERFORMANCE

A. ADMINISTRATION

1. **Conditions** - This Agreement is subject to the availability of grant funds and appropriate approvals, and shall be subject to the Constitution of the state of Arizona, the Arizona Revised statutes, other acts of the Arizona Legislature, Executive Orders of the Governor, and rules of the DEPARTMENT. This Agreement shall not be in effect until signed by all parties hereto.
2. **Incorporation of Application** - The PARTICIPANT'S approved application for grant funds is incorporated by reference as part of this Agreement; however, the terms of this Agreement shall govern over the terms of the approved application in the event of conflict or ambiguity.
3. **Use of Grant Funds** - Awarded grant funds shall be used solely for eligible purposes under the specific funding program as defined by A.R.S. § 5-311 and approved by the DEPARTMENT. Line item funding is considered estimates of costs; however, the total project costs are considered exact and shall not be exceeded by the PARTICIPANT unless otherwise amended.

The PARTICIPANT shall not use grant funds to pay compensation in excess of the established salary, hourly rate, or overtime rate for any employee or contractor. The funds shall be expended only for grant work as authorized under the terms of this Agreement.

4. **Transfer of Grant Funds** - Awarded grant funds, less ten (10) percent, shall be transferred to the PARTICIPANT prior to beginning the project, and as soon as practical after the final signature on this Agreement. Transfer of the final ten percent shall be made at the written request of the PARTICIPANT and upon receipt of a certification of completion of the project from the PARTICIPANT. The DEPARTMENT reserves the right to perform acceptance inspections and/or expenditure reviews prior to payment of the final ten percent.

In addition to other remedies, the DEPARTMENT may withhold the final

payment if the PARTICIPANT has not substantially completed the project as proposed and approved. If both parties agree all project costs must be expended within a defined time period, following contract award, the Department shall transfer the total amount of awarded grant funds to the PARTICIPANT.

5. **Separate Account** - Advanced grant funds shall be deposited by the PARTICIPANT in a separate non-interest bearing project account carrying the name and number of the project, and the funds shall be expended from the account only as authorized under the terms of this Agreement.
6. **Accomplishment of Project** - The project shall be accomplished according to the terms of this Agreement and applicable state and Federal laws.
7. **Amendments** - Following contract award, only the Director, on behalf of the Department, is authorized to change or amend the specific terms, scope, conditions, provisions, or duration of the Agreement. Amendments shall be processed in writing and signed by both parties.

Requests for amendments on behalf of the Participant for extension beyond the approved project period shall be submitted no later than 30 days prior to the contract expiration date. The Department may unilaterally extend the project period by no more than 90 days when necessary to complete project business and closure certification.

8. **Notice** - Any notice, demand or request authorized under any provision of this Agreement to be given or made to the DEPARTMENT shall be deemed properly given if delivered or mailed to: Law Enforcement Branch, Arizona Game and Fish Department, 5000 W Carefree Hwy, Phoenix, Arizona 85086.
9. **Special Conditions** - Special conditions, which are listed in Attachment A to this Agreement, shall be binding upon and inure to the benefit of the successors and assignees of each of the parties to this Agreement. Breach of any condition shall be enforceable by specific performance or shall justify the DEPARTMENT to seek recovery of all funds granted costs and associated attorney fees.
10. **Operation and Maintenance** - The PARTICIPANT shall operate and maintain, or cause to be maintained, grant-funded equipment over \$500 in value for at least the period of time specified as the Useful Life. The PARTICIPANT shall provide reasonable protection of any funded assets provided pursuant to this project Agreement to discourage vandalism for the same period of time specified in Attachment A. Should grant-funded equipment be unavailable for its intended purpose during the Useful Life, the DEPARTMENT shall pursue appropriate remedies. Remedies may include repayment of the grant.

B. RESPONSIBILITY FOR THIRD PARTY AGREEMENTS

The PARTICIPANT sponsoring a third party or subcontractors to this Agreement shall be responsible for compliance with Agreement provisions in the event of third party or subcontractor default.

C. PROJECT COSTS AND THE PROJECT PERIOD

As approved by the DEPARTMENT, only those costs associated with approved project work incurred during the project period shall be eligible for fund assistance.

The PARTICIPANT must request all grant funds within the project period, which is designated to be 24 months from the effective date of this Agreement, unless otherwise noted in Attachment A, Special Conditions. A project extension may be requested through an amendment.

Should a balance of awarded grant funds be available upon completion of approved project elements, the PARTICIPANT may, with the DEPARTMENT'S approval, develop additional scope elements. Amendments to accommodate element additions or changes are initiated by the PARTICIPANT writing a letter to the DEPARTMENT, with attached support materials, stating the need and rationale for the amendment. The DEPARTMENT will then prepare the request for approval consideration of the Director. Otherwise, the participant shall reimburse the Department.

D. PROCUREMENT AND DEVELOPMENT

Procurement transactions, including those involving professional services, materials, and construction, shall be accomplished according to all applicable Federal, State and local laws and/or standards. All procurement transactions are subject to verification or audit.

The PARTICIPANT shall use equipment purchased with grant funds for a public purpose for the useful life of the equipment, or surrender the equipment to the DEPARTMENT upon completion of the project, whichever comes first, if the equipment purchased with grant funds has an acquisition cost of greater than \$500. If the equipment is sold, the PARTICIPANT shall pay the DEPARTMENT the amount of any resulting proceeds in the ratio equivalent to the funds provided for the purchase.

E. SUB-CONTRACTS

1. Sub-contracts awarded to accomplish approved project work shall incorporate by reference in each sub-contract the provisions of this Agreement. The PARTICIPANT shall bear full responsibility for acceptable performance under each sub-contract.
2. The PARTICIPANT shall pay any claim of a sub-contractor or other employed individual performing work on this project for services pursuant

to this Agreement when due, and unless the PARTICIPANT is a State agency, or an agency of the United States of America, the PARTICIPANT shall indemnify and hold the State of Arizona and the DEPARTMENT harmless from any such claim or damages relating thereto.

3. Any sub-contract for employment by the PARTICIPANT shall be in writing and shall contain a provision whereby a person so employed, or with whom a sub-contract has been entered, acknowledges that the State of Arizona and the DEPARTMENT shall not be liable for any cost, claims, damages, reimbursement, or payment of any kind relating to such sub-contract.

F. PROJECT REPORTING, REVIEWS, AND ON-SITE INSPECTIONS

1. The PARTICIPANT agrees to submit a semi-annual project status report to the DEPARTMENT for the periods ending June 30th and December 31st, within 30 days after the end of each reporting period. This report will include, at a minimum, the following: (1) progress in completing approved scope of work; (2) budget report; and (3) any anticipated delays and problems preventing expeditious completion of the project. Failure to submit the reports will result in delays in grant reimbursement or advanced processing until the PARTICIPANT has submitted all past due reports. The PARTICIPANT further agrees to consult with Staff, as needed, to review progress. The DEPARTMENT reserves the right to review project progress and to conduct on-site inspections, as applicable and as needed, at any reasonable time during the project period or required Useful Life to assure compliance with the terms of this Agreement.
2. The PARTICIPANT shall certify compliance with the Participant Agreement each year until the end of the Term of Public Use, on a form to be provided by the DEPARTMENT. In addition, on-site inspections, if applicable, may be conducted periodically at the discretion of the DEPARTMENT. The following points shall be taken into consideration during the inspection of equipment that has been acquired with grant assistance: Retention and use of the equipment, as well as its appearance, maintenance, management, and availability.
3. The PARTICIPANT shall submit to the Department copies or reprints of all reports or articles addressing the accomplishments under this Agreement for a period of five (5) years following the project completion.
4. Failure of the DEPARTMENT to inspect shall not be deemed a waiver of the DEPARTMENT's right to a subsequent inspection or a waiver of the DEPARTMENT's right to enforce this Agreement.

G. PROJECT INCOME

Funds shall not be used for the purpose of producing income. However, income producing activities incidental to the accomplishment of approved purposes are

allowable. Income derived from such activities shall be accounted for in the project records.

Income and/or interest generated from funds transferred to the PARTICIPANT during the project period shall be used only to further the purposes of the approved project, or income and/or interest shall be returned to the DEPARTMENT. Any funds remaining at the end of the project period shall be returned to the DEPARTMENT.

Income generated after the project period may be retained by the PARTICIPANT for allowable capital or operating expenses, or returned to the original funding source, as approved by the DEPARTMENT.

H. FUND SOURCE RECOGNITION

The PARTICIPANT agrees to publicly acknowledge the grant program used to assist project accomplishments.

I. ELIGIBLE COSTS

Only those project costs approved in writing by the DEPARTMENT shall be eligible costs under the terms of this Agreement.

J. TRANSFER OF CONTRACTUAL RESPONSIBILITY

Assignment-Delegation: No right or interest in this contract shall be assigned by the PARTICIPANT without the prior written permission of the DEPARTMENT, and no delegation of any duty of the PARTICIPANT shall be made without the prior written permission of the DEPARTMENT.

K. USE OF A FUNDED PROJECT

The PARTICIPANT agrees that the approved project shall be used by the PARTICIPANT only for the purposes for which grant funds were awarded and at least for the period of time as specified in Attachment A, Special Conditions.

PART III - COMPLIANCE

A. ANTI-TRUST

The PARTICIPANT hereby assigns to the DEPARTMENT any and all claims or awards for such overcharges paid by the PARTICIPANT.

B. ARBITRATION

To the extent required pursuant to A.R.S. § 12-1518 and any successor statute, the parties agree to use alternative dispute resolution, after exhausting all applicable administrative remedies, to resolve disputes arising out of this Agreement.

C. INDEMNIFICATIONS

Unless the PARTICIPANT is a State agency, or an agency of the United States of America, the PARTICIPANT shall indemnify, save and hold harmless the DEPARTMENT, and the State of Arizona, its agents, departments, officers and employees from all claims, loss, damage, liability, expense, costs, and charges incident to or resulting in any way from any injuries or damage to any person or any damage to any property caused by or resulting from the issuance of or the performance of services rendered as part of this Agreement.

D. NON-DISCRIMINATION

1. Employment - The PARTICIPANT agrees to comply with the provisions of Executive Order Number 99-4, amending 75-5, entitled "Prohibition of discrimination in State Contracts – Non-Discrimination in Employment by Government Contractors and Subcontractors" issued by the Governor of the State of Arizona, which by reference is incorporated herein and becomes a part to this Agreement.
2. Access for the Disabled - The PARTICIPANT agrees to construct facilities and to provide access to such facilities in accord with A.R.S. § 41-1492 through 41-1492.12, structure of Buildings.
3. The PARTICIPANT shall comply with all applicable provisions of the Americans with Disabilities Act, (Public Law 101-336, 42 U.W.C. 121 01-12213), and applicable federal regulations under the Act (28 CFR Parts 35 and 36).

F. RECORDS RETENTION

1. Pursuant to the provisions of Title 35, Chapter 1. Article 6 A.R.S. §§ 35-214 and 35-215 each PARTICIPANT shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the contract for a period of five (5) years after the completion of the contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the Auditor General, the Attorney General, the State Purchasing Office or any agency doing business under this contract.
2. The PARTICIPANT may substitute electronic copies in place of original records, but only after project costs have been verified.

G. STATE CONTRACT CANCELLATION

Pursuant to A.R.S. § 38-511 and any successor statute, all parties may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of either party or any of its departments or agencies is, at any time while

the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. Such cancellation shall become effective upon written notification from either party.

H. REMEDIES

1. The DEPARTMENT may temporarily suspend grant assistance under the project pending required corrective action by the PARTICIPANT or pending a decision to terminate the grant by the DEPARTMENT by notifying the PARTICIPANT in writing. Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he or she may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory repudiation of the contract
2. The DEPARTMENT may terminate the project in whole or in part at any time before the date of completion, whenever it is determined that the PARTICIPANT has failed to comply with the terms or conditions of the grant. In case of default, the DEPARTMENT will provide written notification. The PARTICIPANT will have ten days to correct the default or show cause. The DEPARTMENT will promptly notify the PARTICIPANT in writing of the determination and the reasons for the termination, together with the effective date. All payments made to the PARTICIPANT shall be recoverable by the DEPARTMENT under the project terminated for cause.
3. The DEPARTMENT or PARTICIPANT may terminate grants in whole, or in part, at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date of the termination and, in the case of partial termination, the portion to be terminated. The PARTICIPANT shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The DEPARTMENT may allow full credit to the PARTICIPANT for the grant share of noncancelable obligations properly incurred by the PARTICIPANT before termination.
4. The DEPARTMENT may require specific performance of the terms of this Agreement or take legal steps necessary to recover the funds granted if the PARTICIPANT fails to comply with the terms of the grant or breaches any condition or special condition of this Agreement.
5. The remedies expressed in this Agreement are not intended to limit the rights of the DEPARTMENT. This Agreement shall not in any way abridge, defer, or limit the DEPARTMENT'S right or remedy under law or equity that might otherwise be available to the DEPARTMENT.

6. If the PARTICIPANT violates state law or this Agreement, the DEPARTMENT may seek recovery of all funds granted and classify the PARTICIPANT as ineligible for Department grants for a period not to exceed five (5) years.
7. Remedies may include repayment of the grant if the PARTICIPANT fails to provide for operation and maintenance of the equipment or product of any OUI Grant-funded project during the Useful Life or Project Period. The PARTICIPANT shall reimburse the DEPARTMENT a pro-rata share of the grant amount, as determined by the Department.

I. OWNERSHIP

1. Any and all copyrights developed for the products of this project are the property of the PARTICIPANT. The DEPARTMENT is hereby granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use all products for DEPARTMENT purposes, and to authorize others to do so.
2. All materials such as originals, artwork, photographs, paste-ups, negatives, die plates and magnetic media (if any) provided by the DEPARTMENT and used in the production of the printing called for in the approved Agreement shall remain the property of the COMMISSION, and shall be delivered along with the printed material. The DEPARTMENT reserves the right to allow retention and use by the PARTICIPANT. The DEPARTMENT is hereby granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use all products for DEPARTMENT purposes, and to authorize others to do so.
3. All sample lists and data files including, but not limited to, mailing list, phone lists, data files, and reports provided by the DEPARTMENT shall be the property of the DEPARTMENT, during and after the project period, and may not be used for any other purpose without written authorization from the DEPARTMENT. Any products such as lists, data files, reports in progress, raw data, original photographs, or other media developed as a result of the project, during and after the project period, are the property of the PARTICIPANT. The DEPARTMENT is hereby granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use all products for DEPARTMENT purposes, and to authorize others to do so.

**ARIZONA GAME AND FISH DEPARTMENT
GRANT IN-AID PARTICIPANT AGREEMENT**

**Approved Project Scope
Attachment A**

Project Name:

Project Number:

Listed below are the funding categories, as approved by the DEPARTMENT, for activities to be undertaken with grant funds, match and donations.

Grant Funds Awarded For:	
Material and Equipment	\$
Personnel	\$
Other	\$
Total Grant Funds Awarded:	
Match	\$
Donations	\$
Total Project Costs:	\$

Special Conditions

The following listed provisions are in addition to the Participant Agreement General Provisions preceding this attachment:

**ARIZONA GAME AND FISH DEPARTMENT
GRANT IN-AID PARTICIPANT AGREEMENT**

Authorization

Project Number:

Project Title:

IN WITNESS WHEREOF, the parties hereto set their hands:

PARTICIPANT

ARIZONA GAME AND FISH DEPARTMENT

By: _____
(Signature)

By: _____
(Signature)

(Typed Name)

Duane L. Shroufe
Director
Arizona Game and Fish Department

(Title)

(Date)

(Date)