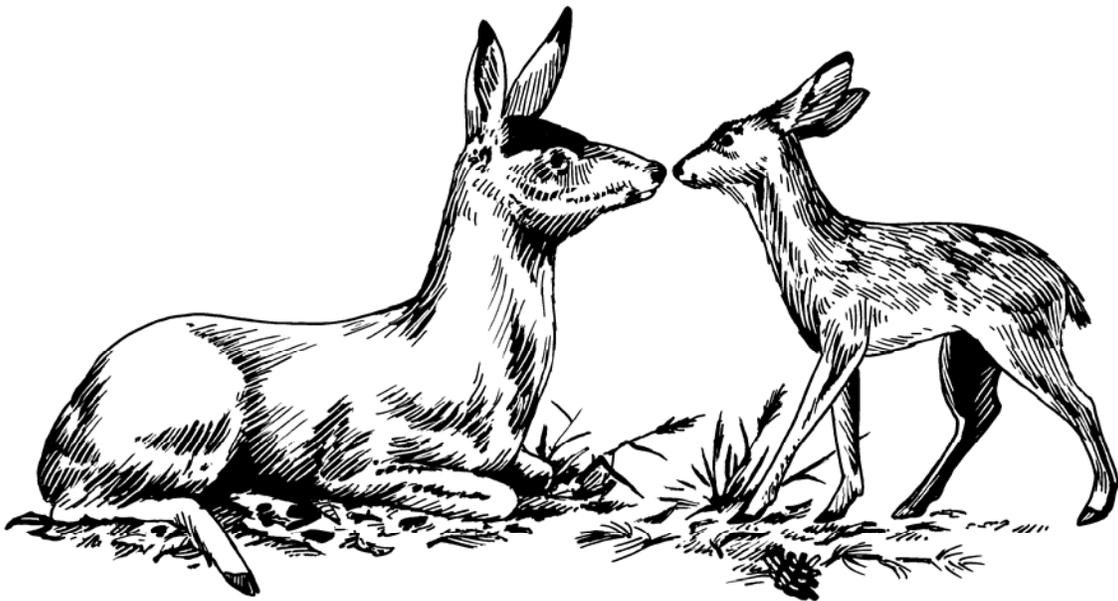


Wildlife Conservation Fund (WCF) Grant Program

Grant Application Packet



Deadline for Applications

Completed grant applications must be received
by 5 p.m. on Tuesday, Sept. 2, 2008.

Late submissions will not be accepted.

Submit your application to:

Arizona Game and Fish Department
Director's Office Funds/Planning
Grants Coordinator
5000 W. Carefree Highway
Phoenix, Arizona 85086

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Arizona Game and Fish Department (AGFD) prohibits discrimination on the basis of race, color, sex, national origin, age, or disability in its programs and activities. If anyone believes that they have been discriminated against in any of the AGFD’s programs or activities, including its employment practices, the individual may file a complaint alleging discrimination directly with the AGFD Deputy Director, 5000 W. Carefree Highway, Phoenix, Arizona 85086, (602) 942-3000 or U.S. Fish and Wildlife Service, 4040 N. Fairfax Dr. Ste. 130, Arlington, VA 22203. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, or this document in an alternative format, by contacting the AGFD Deputy Director, 5000 W. Carefree Highway, Phoenix, Arizona 85086, (602) 942-3000. Requests should be made as early as possible to allow sufficient time to arrange for accommodation.



Arizona Game and Fish Department Wildlife Conservation Fund External Grants Program

The Arizona Game and Fish Department (AZGFD) invites submission of grant proposals for the Wildlife Conservation Fund (WCF) Grants Program. This program supports projects that conserve, enhance and restore Arizona's diverse wildlife resources and habitats for present and future generations.

The Arizona Game and Fish Department is providing \$300,000 for this grant program for Fiscal Year 2009.

Questions

If you have a question about the grant program or any of the application materials that is not answered in this packet, contact the Arizona Game and Fish Department's Grants Coordinator at (623) 236-7530.

How to apply

You must use the forms supplied in this packet, and must include all documentation at the time you submit your application. Please review the grant policies for further assistance. Incomplete or late applications will not be accepted.

The following documents are **mandatory** for application approval:

- Application Grant Form (form)
- Estimated Project Cost Sheets (form) (Appendix B)
- Project Map/Drawings (documentation)
- Obtained Authorized Signature on the Application Grant Form
- Latest IRS letter of 501(c)(3) determination (from IRS if applicable)
- SHPO Certification (form) (Appendix C)
- Financial Management Questionnaire (form) (Appendix D)
- Evidence of Control and Tenure (documentation)

Two complete sets of the application and supporting documentation must be submitted (1 original and 1 copy). The materials and documentation must be supplied on standard, letter-sized 8.5 x 11 paper. Faxed or electronic applications will not be accepted.

Who is eligible?

Eligible applicants include any agency of the state or any political subdivision, Indian tribe, or non-profit organization exempt from federal income taxation under section

501(c) of the internal revenue code for the purpose of conservation of wildlife or wildlife habitat or acquisition of real property that is wildlife habitat.

Deadline

The following dates include the primary grant cycle and dates of an additional cycle, in the event we choose to conduct more than one grant cycle.

Primary grant cycle

Advertising: July through August.

Full Proposals Due: Tuesday, Sept. 2, 2008

Anticipated announcement of awards: On or about October 10, 2008.

Additional grant cycle (if necessary),

Advertising: To Be Determined.

Full Proposals Due: To Be Determined

Anticipated Announcement of Awards: To Be Determined.

Grant applications must be received on or before 5 p.m. on the Proposal due date.

Submit your application (1 original and 1 copy) to:

Arizona Game and Fish Department
Director's Office of Funds/Planning
Attn: Grants Coordinator
5000 W. Carefree Highway
Phoenix, Arizona 85086

Funding Windows

Project proposals will only be accepted for the types of projects outlined below for the duration of the current grant cycle.

- Habitat Improvement, including Aquatic Habitats.
- Shooting Sports
- Access to Wildlife Related Recreation
- Hunter and Angler Recruitment and Retention
- Wildlife Health
- New Watchable Wildlife Opportunities
- Information and Education on Nuisance Wildlife
- Wildlife Population Research
- Smart Growth Scorecard

**Definitions can be found in Appendix A.*

How grant applications are scored

Grant applications are scored by a panel of at least three Department employees. Points are awarded according to how well the proposed project meets the following scoring criteria. Final grant awards are determined by the scoring panel and approved by the Arizona Game and Fish Director and will be announced at an Arizona Game and Fish Commission Meeting.

Scoring Criteria:

Feasibility Total Points 100

1. Are the project accomplishments and deliverables stated clearly? **0 – 20-points**
2. Is the project methodology and planning appropriate and adequate? **0 – 30-points**
3. Is one of the “funding windows” the primary focus for this project? **0 – 15 points**
4. Are key project personnel/managers adequately qualified? **0 – 25 points**
5. If applicable, are long-term maintenance issues adequately addressed? **0 – 10 points**

Merit Total Points 100

1. Will Arizona wildlife or the Arizona public be able to utilize or benefit directly from the project’s end products? **0 – 40 points**
2. Is the publicity plan adequate? **0 – 30 points**
3. Are potential negative side effects (e.g. public safety, resource impact or planning conflicts) recognized? **0 – 30 points**

Cost Total Points 100

1. Is the amount of the funding requested justified by direct benefits to Arizona wildlife, habitat or the Arizona public? **0 – 50 points**
2. Evaluate percent of costs shared by the applicant by total project cost. Compare match to total estimated project cost on Estimated Project Cost Sheet. **0 – 50 points**

Usefulness and Compatibility Total Points 100

1. Does the project expand, complement, or benefit an existing wildlife conservation or shooting sports project? Is the project a part of a larger conservation or shooting sports program effort? **0 – 25 points**
2. Is the project sustainable and does it have enduring benefits? **0 – 25 points**
3. Does the project correlate with the strategic plan or the mission of the Arizona Game and Fish Department? **0 – 25 points**
4. Project addresses natural resource or shooting sports concerns of statewide significance and/or broad geographical distribution? **0 – 25 points**

How grants are awarded

The Department will announce grant awards at a regularly scheduled public meeting, and will notify each applicant of the result.

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 in accordance with A.R.S. §§ 41- 24.

Arizona Game and Fish Department
Wildlife Conservation Fund (WCF)
Grants Application

- Please answer every question that is applicable to your Agency or Organization’s proposed project as completely as possible. Answers should be brief and clear and may be presented on the application form, or as an addendum.
- If you have any questions about completing this application, please contact the Grants Coordinator at (623) 236-7530.

Project #: (For AGFD use)	Received Date: _____
Organization appears to have the management and financial capabilities to administer WCF awards. <input type="checkbox"/> Yes <input type="checkbox"/> No Grant Coordinator _____	
Signature _____ Date _____	
1. Project Title	
2. ¹Legislative District(s): County(s):	
3. Amount of Grant Funds Requested \$ _____ Match (if any) \$ _____ Total Budget for Project \$ _____	
4. Description of Project (Attach additional sheets as necessary)	
<ul style="list-style-type: none"> • Work to be performed, including concise description of the following: 1) scope of work; 2) methods to achieve objective; 3) desired result of project. • Project timeline, including start and end dates and project milestones. • Number of persons and/or types of equipment needed to complete the project. • Describe the qualifications of the key project manager and any other key or primary personnel involved in the project. (Curriculum Vitae or Resume, if it shows the same) • Will this project require future maintenance? If so, how do you propose to achieve this? • What publicity do you have planned for the project? ² How will you give credit to the funding source if your project proposal is awarded? • How does the project relate to one of the “Funding Windows”? • Please describe any potential negative side effects or consequences this project may create. • Itemized costs to perform the work (Appendix B). 	

¹ To locate the legislative districts, please use the current legislative district maps (i.e., 2004 legislative districts) which are available on the Arizona Independent Redistricting Commission web page: <http://www.azredistricting.org/>.

² Please refer to specific requirements for Project signage in Agreement.

5. ³Location(s) of Project, if Applicable, Provide Maps
6. Organization and Management Summary Common Name of Organization Legal Name (if different) Address (City, State, Zip Code) Project Representative (Name, Title, Telephone, Email)
Name of Arizona Game and Fish Department Employee(s) Your Group Has Contacted Regarding the Project, if Any.
8. To the best of my knowledge and belief, all documentation in this application is true and correct, the application has been duly authorized by the governing body of the Agency/Organization, and the Agency/Organization agrees to comply with all program rules and procedures if grant assistance is awarded. <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="display: flex; justify-content: space-between;"> Authorized Signature (must be signed and dated) Date </div> <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> Typed Name, Title and Telephone Number

Please mail completed application to:
Arizona Game and Fish Department
Director's Office of Funds/Planning
Attn: Grants Coordinator
5000 W. Carefree Highway
Phoenix, Arizona 85086

³ If your project will disturb the soil you will need to complete the State Historical Preservation Office (SHPO) Form included in the application packet.

Appendix B: Grant Fund Budget Sheets

WILDLIFE CONSERVATION FUND GRANT PROJECT BUDGET

Complete the project budget form below. The budget must be clearly tied to project tasks, schedule, and deliverables. Salaries, contracted services and equipment costs must be listed in detail. Describe the costs that your organization or any partners will contribute to the effort. Remember, project costs listed in the budget can only be counted and reimbursed after a formal grant award is made by the Arizona Game and Fish Department.

	(1)	(2)	(3)	(1+2+3)
Budget Category	Wildlife Conservation Funds Requested:	Cash Contributions:	In-Kind or Donations:	TOTAL Cost of Work to be Performed:
Salaries				
Employee Related Expenses				
Contracted Services				
Supplies and Materials				
Travel				
Equipment				
Other (Indirect Costs)				
Subtotals				
TOTAL				
(a)-if <u>in-kind</u> items are used as match, use the box below to identify the basis of the value for those items (e.g. equipment rental rate is \$50/hour, based on rate charged by A&Z Rental Co.; Biologist salary=\$25/hr is based on organization's senior level biologist pay rate).				
IN-KIND:				
What is the source of cash contributions? (i.e., Federal, State, fund-raising, etc.)				

Appendix C

AGFD SHPO Certification

This certification is required by regulations implementing the State Historic 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 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 complete the "SHPO Information Form" and follow the directions on the back of this certification. Forward copies of all information requested to the Arizona Game and Fish Department. **All original copies should be submitted with the application to the Arizona Game and Fish Department. DO NOT FORWARD THIS FORM TO SHPO!**

SHPO Information Sheet

If you answered yes to question #1 on the SHPO Certification page, please provide a brief description of the proposed project and specifically identify any surface or subsurface impacts that are expected. Attach extra sheets if more space is needed.

Please comment on the condition of the current ground surface within the entire project boundary area (i.e., is the ground in a natural undisturbed condition, or has it been bladed, paved, graded, etc.). Attach extra sheets if more space is needed.

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

_____ yes _____ no

If yes, applicant must submit a copy of the Archaeologist's report.

Identify the Landowner (Note: if a Federal Agency is involved, they must consult with SHPO pursuant to the National Historic Preservation Act).

Identify the total project area acreage involved: _____

Applicant must provide a USGS topo quad map scale 1:24,000 7.5 minute, with the project area pinpointed/drawn in.

Please submit a copy of both sides of this sheet (SHPO Certification and SHPO Information Sheet) with your grant application package. **In addition to the forms needed for your application, submit one extra copy of this completed form along with one extra copy of the location map/drawings to be used for SHPO clearance.** The Arizona Game and Fish Department will forward forms to the State Historic Preservation Office for their approval. Arizona Game and Fish Department must receive a signed SHPO Certification form or letter from the State Historic Preservation Officer before funds can be released.

FOR SHPO USE ONLY

SHPO Finding:

- Funding this project will not affect historic properties
- Survey necessary – further GRANTS/SHPO consultation required (*grant funds will not be released until consultation has been completed*)
- Cultural resources present – further GRANTS/SHPO consultation required (*Grant funds will not be released until consultation has been completed*)

SHPO Comments:

For State Historic Preservation Office Date

Appendix D

**WCF Grants Program
Financial Management Systems Questionnaire**

Organizational Data

Name of Organization: _____

Address: _____

Representative Name and Title: _____

Phone: _____ Fax: _____ Email: _____

Years Established: _____ Employer Identification Number/DUNS: _____
(DUNS, if applicable)

Organization Type: Non-Profit State/Local Gov't Tribal

Description of Service/Product:

Approx. Number of Employees: Full Time _____ Part Time _____

Financial Statement/Audit

Please provide a copy of the most recent audit, and include management's letter (if applicable) or copies of the previous two year-end financial statements.

Accounting System Data

Is the organization's accounting method accrual, cash or modified accrual? _____

Does the organization maintain a fund accounting or cost accounting system? _____

Does the accounting system provide for the recording of grant/contract costs according to categories of the approved budget? Yes No

Does the system identify the receipt and expenditure of funds separately for each grant or contract? Yes No

Does the system provide for the recording of cost sharing/matching for each project, and ensure that documentation is available to support recorded cost sharing/matching?

Yes No

Does the system provide for the recording of participant support (i.e., overhead and general administrative costs) as a separate cost category? Yes No

Timekeeping System Data

Are time distribution records maintained for each employee to account for his/her TOTAL effort (100%)? Yes No

Funds Management

Is a separate bank account maintained for grant/contract funds? Yes No

If a separate bank account is not maintained, can the grant/contract funds and related expenses be readily identified? Yes No If not, how are they identified?

Does your organization have procedures in place to minimize the time elapsing between the transfer of funds to your organization and your organization's expenditure of such funds? Yes No

Prepared by: _____ Date: _____

Name and Signature _____

WCF Grant Program Policies

- Match of dollars or in-kind labor is not a requirement, although it is considered a positive asset during the evaluation and scoring process. Pre-agreement costs are allowed only as match or donation. All pre-agreement costs must be supported by source documents or other records to substantiate the expenditure of funds.
- WCF grant funds cannot be used for general administrative overhead or indirect costs of any kind. These costs are allowable as match or donation, if supported by source documentation or other records to substantiate the expenditure of funds.
- This program will allow for a single grant cycle, unless otherwise directed by the Department.
- A grant of money under this subsection to a nonprofit organization is conditioned on the organization providing reasonable access to any project location or land that is wholly or partly purchased with that money.
- Applicants proposing to do work on property they do not own must provide documentation of permission from the agency program managers or decision-makers who own the property.
- Projects must be technically sound and feasible and carried out by qualified organizations. Applicant is encouraged to provide documentation of any technical assistance received or project review by appropriate state and federal agencies.
- Awards will be distributed in the following manner: Ninety (90) percent as requested in writing by the Participant and approved by the Department will be payable upon execution of the Agreement and ten (10) percent, less any adjustment for actual expenditures, upon receipt of a written request and a certification of project completion from the Grantee. The Department reserves the right to perform acceptance inspections prior to the release of final payment.
- If the project is awarded the applicant must submit semi-annual project status reports to the Department that describe ongoing and completed activities as well as expenditures for the project period.
- One group or agency may apply for a single or multiple grants. Applications must be for stand alone projects. The Department may partially fund project(s) at its discretion. More than one grant may be awarded to one group.
- Applicants must not have an out-of-compliance WCF Grant project, or have a WCF Grant project in extension. This applies to any WCF grant project of the applicant's administrative subunit as defined in A.R.S. §§ R12-4-901. Groups that have defaulted on previous grants are not eligible; unless the default was by agreement between the Department and the applicant. In addition, a group may be found ineligible if it had past performance issue(s) (e.g., violated the terms of a Department grant agreement within the past two years).

- Grant recipients may purchase project equipment with grant funds. Equipment purchased for more than \$500 with grant funds shall be used for a public purpose 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.
- If awarded, the participant shall provide public acknowledgement of the Arizona Wildlife Conservation Fund for the life of the project. All materials prepared in the performance of this Agreement shall be acknowledged as having been funded by the Department and WCF. If a project involves acquisition of property, development of public access or renovation of a habitat site, the Grantee shall install a permanent sign that credits the Department and WCF.
- Projects must be completed within two years from the date the agreement is signed.
- Money cannot be transferred until all parties sign the Grant-In-Aid Agreement.
- Any application meeting the grant guidelines that is not successful in one cycle may reapply during any following cycle.
- Proposals that do not correlate to the **Funding Windows*** will be rejected.
* *Please refer to Appendix A*
- A sample Grant-In-Aid Agreement has been included in Appendix E.
- Recipients' financial management systems shall provide for the following:
 - A. Accurate, current and complete disclosure of the financial results of each WCF sponsored project
 - B. Records that adequately identify WCF grant funded activities.
 - C. Effective control over and accountability for all funds, property and other assets.
 - D. Cost accounting records including that are supported by source documentation.
- Cost Sharing or matching contributions shall be accepted as part of the recipient's cost sharing or matching when such contributions meet all of the following criteria.
 - A. To qualify as match, in-kind contributions must meet the following conditions:
 - They must be necessary for the accomplishment of project objectives
 - They must be reasonable
 - They cannot be from a federal source
 - They cannot be used as match towards any other federal project or grant
 - They must be from the applicable grant period when the cost-sharing requirement was met
 - They must be for an allowable cost
 - They must be pre-approved
 - They must be documented/tracked/verifiable

A. Types of in-kind match and value determination

- Volunteers – Unpaid services provided to a grantee by an individual should be valued at the pay for similar work in the grantee’s organization. If the services are something the grantee does not perform, then use minimum wage or seek private market value of the work.
- Employees of other organizations – When another organization furnishes free of charge the services of an employee in that employee’s line of work, the services are valued at the employee’s regular rate of pay not including fringe benefits and overhead costs. Federal employee time on duty cannot be used as match.
- Donated Use of Equipment, Space or Property (Title is retained by the donor)
- Equipment or space – Equipment or space is valued at its fair rental rate in the market. Use of a volunteer’s vehicle; a reasonable method for determining volunteer mileage is to use the Arizona State Government reimbursement rate, used when State employees use personal vehicles for State business.
- Land - If only the use of the land is required (not ownership) then the fair market rental value of the land is used as the in-kind match.
- Donated Use of Supplies, Equipment, Property or Water Rights (Title is transferred to the AGFD)
- Supplies – Supplies are valued at the market value at the time of the donation
- Equipment, buildings, and water rights* – The fair market value at the time of donation may be used for in-kind match
- Land* – If fee title ownership of land is needed to accomplish the grant purposes, then the appraised market value of the land may be counted as match

**An independent appraiser should be used to determine the fair market value of land, buildings, or water rights (or the rental value of land or buildings).*

Appendix A: Funding Window Descriptions for WCF Grant Program

Habitat Improvement, including Aquatic Habitats.	Habitat improvement projects should actively protect and/or restore habitats to the benefit of any native wildlife. Projects may include, but are not limited to: construct or redevelop wildlife water developments; provide road, trail and fencing development, vegetative manipulation, erosion control, and other habitat maintenance and development activities; aquatic weed-harvesting, in-stream habitat improvements.
Shooting Sports	The Shooting Sports program is designed to introduce participants to clay target sports, archery, shooting, outdoor ethics, and outdoor responsibility.
Access to Wildlife Related Recreation	Projects that provide for or enhance wildlife-oriented recreational access opportunities for the public onto private, public or state trust lands. These may include, but are not limited to, short and/or long term access agreements, realignments of access routes to protect sensitive habitat, enhancement of facilities for persons with disabilities, fishing piers, courtesy docks and outreach.
Hunter and Angler Recruitment and Retention	Project emphasis is on activities that introduce people to hunting and fishing related activities and maintaining positive, economical, social and/or political involvement in hunting, shooting and fishing sports through a person's continuing participation in, and/or support of these activities.
Wildlife Health	Wildlife health project examples include: collecting baseline population health data; establishing or updating wildlife health protocols; monitoring and/or surveying for wildlife population health and/or disease; responding to wildlife health issues, measuring the impact of wildlife diseases on wild populations, public outreach on wildlife health topics, providing equipment for wildlife health work or enabling training of personnel in wildlife health techniques (e.g., necropsy techniques, disease monitoring, sample collection).
New Watchable Wildlife Opportunities	New Watchable Wildlife projects should promote and/or enhance the viewing of wildlife as a recreational activity.
Information and Education on Nuisance Wildlife	The Department will consider projects that provide resources to communities, organizations or individuals on how to avoid and handle nuisance wildlife situations utilizing an integrated community approach.
Wildlife Population Research	Research projects on any wildlife populations (aquatic or terrestrial) within Arizona that will contribute to management of those populations and/or populations of the same or similar species will be considered.
Smart Growth Scorecard	Projects or programs supporting and/or promoting smart growth efforts that incorporate wildlife habitat conservation to guide the preservation, development, or redevelopment of a neighborhood, community, or region.

Appendix E (Sample)

**WILDLIFE CONSERVATION FUND GRANT PROGRAM
GRANT-IN-AID PARTICIPANT AGREEMENT**

**BETWEEN THE ARIZONA GAME AND FISH COMMISSION
AND [INSERT NAME OF GRANTEE]**

This Wildlife Conservation Fund Grant-in-Aid Participant Agreement (“Agreement”) is entered into between the Arizona Game and Fish Commission (“Commission”) and [INSERT NAME OF GRANTEE] (“Grantee”) (collectively “Parties” and singularly “Party”) pursuant to A.R.S. § 17-231 (B)(7). The terms “Department” and “Director” refer to the Arizona Game and Fish Department and its Director, acting as administrative agent for the Commission.

WHEREAS, the Commission believes it is important to partner with other agencies or organizations in conserving Arizona’s wildlife and preserving Arizona’s wildlife heritage;

WHEREAS, the Commission wishes to foster this valuable partnership by granting funds to the Grantee to carry out the project(s) set forth in the Grantee’s approved grant application (“Application”), which is incorporated herein and attached as Exhibit A, in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the above premises, the Parties hereto agree as follows:

II. The Department shall:

1. The Department shall provide to the Grantee \$[INSERT AMOUNT OF **AWARD**] to carry out the project(s) set forth in the Grantee’s Application. The Grantee shall place all grant monies received in a non-interest bearing account.

Payment shall be made as follows:

- a. 90 percent payable upon execution of this Agreement.
 - b. 10 percent, less any adjustment for actual expenditures, upon receipt of a written request and a certification of project completion from the Grantee.
2. The Department shall not reimburse the Grantee for items other than those defined in this Agreement.
 3. The Department shall not make any grant payment on the remaining 10 percent until the Grantee has submitted all past due project status reports.

III. Grantee shall:

1. Deposit all amounts received under the terms of this Agreement to appropriate

- accounts for each project under the name and number of the project and use such non-interest bearing funds to fulfill the purposes set forth in the Grantee's Application. Should the Grantee use funds provided to it under this Agreement for purpose(s) other than those set forth in the Grantee's Application, this Agreement shall terminate automatically and the Grantee shall return to the Department all misappropriated and unused funds.
2. Maintain full accounting of all actual expenses associated with completing this project and provide copies to the Department as requested.
 3. Publicly acknowledge that Commission funds were used to assist project accomplishments. All materials prepared in the performance of this Agreement shall be acknowledged as having been funded by the Arizona Game and Fish Department and the Arizona Wildlife Conservation Fund.
 4. Install a permanent sign that credits the Fund and contains the official Department logo and states that funding for the project(s) has been provided by the Commission at the project site, if a project involves acquisition of property, development of public access or renovation of a habitat site.
 5. Submit semi-annual project status reports that include the following information: 1) Progress toward completing approved work; 2) An itemized, cumulative project expenditure sheet; 3) Any anticipated delays or other problems that may prevent on-time completion of the project; 4) Any additional information that the Department requests in accordance with this Agreement.
 6. Operate and maintain grant-assisted capital improvements, provide reasonable protection of any project improvements, and ensure that reasonable public access is maintained as specified in this Agreement.
 7. Return to the Department any unused monies upon completion of the awarded project. The Grantee may make a written request that the Department award the unused monies for an additional project that is consistent with the original scope of work.

IV. It is mutually agreed and understood that:

1. At its discretion, the Department may conduct periodic on-site inspections of the project(s) at all reasonable times. Before final payment is released, the Department may perform a completion inspection and review of an awarded project.
2. In the event of a conflict between the terms of this Agreement and the Grantee's Application, the terms of this Agreement shall govern.
3. This Agreement shall become effective upon the date of final signature and shall continue for a period not to exceed two (2) years. This Agreement may be

amended at any time by mutual agreement of the parties in writing. It may be terminated by either party upon thirty 30 days written notice to the other Party. Upon termination, the Grantee shall cease all work performed pursuant to this Agreement and return any unused funds to the Department.

4. The Parties may amend the terms of this Agreement by mutual written consent. The Department shall prepare any approved amendment in writing, and both the Department and the Grantee shall sign the amendment. An amendment lacking a required signature is invalid.
5. All written notices concerning this Agreement shall be delivered in person or sent by certified mail, return receipt requested, to the Parties as follows:
 - A. For the Commission and Department:
Grants Coordinator
Directors Office Funds/Planning Section
Arizona Game and Fish Department
5000 W. Carefree Highway
Phoenix, Arizona 85086
 - B. For the Grantee:
[INSERT NAME AND ADDRESS OF GRANTEE AND ITS REPRESENTATIVE]
6. In carrying out the terms of this Agreement, the Parties agree to comply with Executive Order 99-4 prohibiting discrimination in employment, the provisions of which are incorporated herein by reference.
7. Pursuant to A.R.S. § 35-214, all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the State of Arizona for five (5) years after completion of this Agreement.
8. To the extent required under A.R.S. § 12-1518, the Parties agree to use arbitration to resolve any dispute arising under this Agreement, with each Party to bear its own attorneys' fees and costs.
9. This Agreement is subject to termination for conflict of interest pursuant to A.R.S. § 38-511.
10. This Agreement shall terminate automatically if funds necessary to carry out this Agreement are not allocated or available to the Commission or the Department. In the event of such termination, the Commission and the Department shall incur no obligation or liability to the Grantee under this Agreement.

11. This Agreement in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, or individuals.
12. All work performed pursuant to this Agreement shall be in compliance with all applicable state and federal laws and regulations. If Grantee violates state or federal law or this Agreement, the Department shall seek recovery of all monies awarded and classify the Grantee as ineligible for grant monies for a period not to exceed five (5) years.
13. The attached Application and estimated cost sheet is hereby incorporated and becomes a part of this Agreement.
14. It is understood by the Parties that the Grantee is an independent contractor with respect to Arizona and not an employee of the Department. The Department will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefits to the Grantee.
15. Grantee's employees, if any, who perform services for the Department under this Agreement are bound by the provisions of this Agreement. At the request of the Department, the Grantee shall provide adequate evidence that such persons are the Grantee's employees.
16. Grantee acknowledges its obligation to obtain appropriate insurance coverage for the benefit of the Grantee (and Grantee's employees, if any). The Grantee waives any rights to recovery from the State of Arizona, the Commission or the Department for any injuries or property damage that the Grantee (and/or Grantee's employees) may sustain while performing services under this Agreement and that are a result of the negligence of the Grantee or Grantee's employees.
17. If Grantee contracts with a third party or subcontractor, the Grantee shall be responsible for ensuring said third party's or subcontractor's compliance with the terms of this Agreement, and Grantee shall be responsible to the state of Arizona, the Commission and the Department if the third party or subcontractor defaults or violates any terms or conditions of this Agreement.
18. If applicable, Grantee shall ensure that the value of real property purchased with grant assistance is appraised by a state certified appraiser within six (6) months before its acquisition, in accordance with the Uniform Standards of Professional Appraisal Practice. The Department reserves the right to select an appraiser for an independent evaluation if the Department has evidence that the participant's appraised value of the real property is not accurate.
19. The Parties agree to comply with Executive Order 2005-30, "Ensuring Compliance with Federal Immigration Laws by State Employers and Contractors," the provisions of which are hereby incorporated by reference.

20. Any special terms and conditions attached hereto as Exhibit B are hereby incorporated into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date below:

[INSERT NAME OF GRANTEE]

[Name]
[Title]

[Date]

ARIZONA GAME AND FISH COMMISSION

Larry D. Voyles
Secretary to the Commission
Director, Arizona Game and Fish Department

[Date]