



OFFICE OF THE ARIZONA ATTORNEY GENERAL

MARK BRNOVICH  
ATTORNEY GENERAL

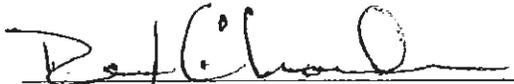
STATE GOVERNMENT DIVISION  
AGENCY COUNSEL SECTION

INTERGOVERNMENTAL AGREEMENT DETERMINATION

Attorney General Contract No. KR-2017-0901 which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. §§ 11-952 and 3-1491 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those Parties to the Agreement represented by the Attorney General.

Dated this 28<sup>th</sup> day of December, 2017.

MARK BRNOVICH  
ATTORNEY GENERAL

  
Assistant Attorney General

**INTERGOVERNMENTAL AGREEMENT**

Between

Arizona Department of Agriculture

and

United States Department of Agriculture, Tonto National Forest

IGA No. AZDA-ODD-001  
FS #18-CS-11031200-009

RE: Salt River Horse Management Agreement

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Date: December 22, 2017

**I. AUTHORITY:**

The Arizona Department of Agriculture ("AZDA") has authority to enter into this Intergovernmental Agreement / Forest Service Challenge Cost Share Agreement ("Agreement") pursuant to Arizona Revised Statute (A.R.S.) § 3-107(A)(4) and 2016 Ariz. Legis. Serv. Ch. 136 (H.B. 2340) (WEST). The AZDA shall have the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable. The United States Department of Agriculture, Tonto National Forest ("U.S. Forest Service") has authority to enter this agreement under Department of Interior and Related Agencies Appropriation Act of 1992, Pub. L. 102-154.

**II. BACKGROUND:**

On May 11, 2016, the Governor signed H.B. 2340 which enacts A.R.S. § 3-1491 intended to protect the Salt River horse herd. The newly added statute, which is not effective unless and until the AZDA enters into an agreement with the U.S. Forest Service, (a) protects these horses from being harassed, shot, injured, killed, or slaughtered; (b) requires written authorization from the AZDA or the Maricopa County Sheriff's Office ("MCSO") before interacting with a horse from the herd; (c) clarifies that horses from the Salt River horse herd are not considered stray livestock under Arizona law; and (d) directs the AZDA to enter into an agreement with the U.S. Forest Service to implement this article or to address any issues relating to the Salt River horse herd. H.B. 2340 section 2 requires the AZDA and U.S. Forest Service to enter into an intergovernmental agreement pursuant to A.R.S. §11-952 for A.R.S. § 3-1491 to become effective.

**III. PURPOSE:**

This Agreement is being entered in order to enact A.R.S. §§ 3-1491 and 3-1492 and is intended to create a working relationship between the parties and to create a plan that will govern issues related to the Salt River horse herd in compliance with A.R.S. § 3-1491 in accordance with the following provisions and the Operating and Financial Plan, attached as Exhibit A. The AZDA intends to procure one or more third parties to implement the management plan.

**IV. STATEMENT OF MUTUAL BENEFIT AND INTEREST:**

The citizens of the United States and Arizona have a desire for horses to reside on the Lower Salt River. It is beneficial to the U.S. Forest Service and AZDA to comply with A.R.S. § 3-1491 to allow the horses to remain on the Lower Salt River. U.S. Forest Service and AZDA have a mutual desire to implement this statute and comply with the implementation of this Agreement.

**V. TERM AND RENEWAL:**

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This Agreement shall take effect on signature of all parties and shall expire June 30, 2022, unless renewed.

VI. DUTIES AND RESPONSIBILITIES:

A. The U.S. Forest Service shall:

- i. Construct fences as needed around the entire Salt River horse area designed to prevent the horses from endangering the public and to ensure that other livestock are prevented from joining the herd.
- ii. Fund and organize a collaborative process with interested parties designed to allow the collaborating members to create a proposed management plan for the Salt River horses. The U.S. Forest Service shall be an active participant in the collaborative process.
- iii. Conduct any necessary National Environmental Policy Act ("NEPA") analysis to provide necessary Federal authorizations for approved activities and facilities on Federal land needed for the management of the Salt River horse herd.
- iv. Complete the carrying capacity study that is currently being conducted by the University of Arizona and provide the complete results to the AZDA.
- v. Issue any necessary Federal authorizations to AZDA for approved activities and facilities on Federal land needed for the management of the Salt River horse herd.
- vi. Be responsible for the range and riparian monitoring within the designated Salt River horse area. Responsibilities include, but are not limited to, forage monitoring and range evaluation.
- vii. Meet at least twice per year with AZDA to discuss any issues relevant to the horse herd, including health findings, range conditions or other matters which may affect the Salt River horse herd.
- viii. Provide professional and technical expertise to the AZDA for the management of the Salt River horse herd as requested by AZDA.
- ix. Reimburse AZDA for the U.S. Forest Service's share of actual expenses incurred, not to exceed **\$90,750.00**, as shown in the Financial Plan. Reimbursement will be based on Arizona State fiscal year (July 1 through June 30). The U.S. Forest Service shall reimburse AZDA up to **\$40,250.00** for the period beginning upon execution through June 30, 2018 (Arizona State Fiscal Year 2018). The U.S. Forest Service shall reimburse AZDA up to **\$50,500.00** for expenses for the period July 1, 2018 through June 30, 2019 (Arizona State Fiscal Year 2019). Funding for subsequent years of this agreement shall be addressed through a written amendment each subsequent year.

The U.S. Forest Service shall make payment upon receipt of AZDA's **quarterly invoice**. Each invoice from AZDA must display the total project costs for the billing period, separated by U.S. Forest Service and AZDA share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The

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final invoice must display AZDA's full match towards the project, as shown in the financial plan, and be submitted no later than 90 days from the expiration date.

Each invoice must include, at a minimum:

1. AZDA's name, address, and telephone number.
2. Forest Service agreement number.
3. Invoice date.
4. Performance dates of the work completed (start & end).
5. Total invoice amount for the billing period, separated by Forest Service and AZDA share with in-kind contributions displayed as a separate line item.
6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
7. Cumulative amount of Forest Service payments to date.
8. Statement that the invoice is a request for payment by "reimbursement."
9. If using SF-270, a signature is required.
10. Invoice Number, if applicable.

The invoice shall be forwarded to:

EMAIL: [asc\\_ga@fs.fed.us](mailto:asc_ga@fs.fed.us)

FAX: 877-687-4894

POSTAL: USDA Forest Service  
Albuquerque Service Center  
Payments - Grants & Agreements  
101B Sun Ave NE  
Albuquerque, NM 87109

Send a copy to: Chandler Mundy, Email: [cmundy@fs.fed.us](mailto:cmundy@fs.fed.us)

B. The AZDA shall:

- i. Be an active participant in the collaborative process with interested parties in order for the collaborating members to create a proposed management plan for the Salt River horse herd.
- ii. Submit the proposed management plan as adopted by the interested parties in the collaborative process for the Salt River horse herd to the U.S. Forest Service for its review to initiate any necessary NEPA analysis and necessary federal authorization.
- iii. Employ a Salt River Horse liaison ("liaison"). The liaison will work with the U.S. Forest Service during the collaborative process and any NEPA processes, participate in the selection of third party contractors; and will ensure that the third party(ies) managing the horses, remain in compliance with this agreement. The liaison will be the AZDA's initial point of contact for

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all matters related to the Salt River horses; however, any legally binding decisions must be approved by the Director of the AZDA.

- iv. In coordination with MCSO, provide written authorization for interaction with the Salt River horses as required by A.R.S. § 3-1491.
- v. Use Arizona's State Procurement Office and procurement laws to secure one or more third parties to address issues related to the Salt River horses until the management plan is ready to be implemented. The third party(ies) shall have responsibilities including but not limited to the following:
  - 1. Create and administer an equine birth control program designed to control the population of the Salt River horse herd.
  - 2. Monitor, identify, and seek veterinary treatment for any injured Salt River horses and be responsible for the proper removal of dead horses from the Salt River horse area.
  - 3. Provide reports at the joint meetings of the AZDA and U.S. Forest Service on the inventory of the horse herd, including health findings or any other matters relevant to the management of the Salt River horse herd.
- vi. Adhere to relevant federal and state laws regarding management of the horses, including but not limited to turning branded and gelded/spayed horses over to the owner or applicable government agency. Meet at least twice per year with U.S. Forest Service to discuss any issues relevant to the horse herd, including health findings, range conditions or other matters which may affect the Salt River horse herd.
- vii. Use Arizona's State Procurement Office and procurement laws to secure one or more third parties to implement the management plan once necessary authorizations have been obtained.

**VII. GENERAL TERMS AND CONDITIONS:**

A. LIMITATIONS. Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties or relieving the parties of any obligation or responsibility imposed upon it by law.

B. NON-AVAILABILITY OF FUNDS. In accordance with ARS § 35-154, every payment obligation of the AZDA or State of Arizona under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the AZDA or State of Arizona at the end of the period for which funds are available. No liability shall accrue to the AZDA or State of Arizona in the event this provision is exercised, and the AZDA or State of Arizona shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

C. CONFLICT OF INTEREST. In accordance with A.R.S. § 38-511, the parties may within three years after execution cancel the Agreement, without penalty or further obligation, if any person

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significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent or any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

- D. NOTICES. Any notice given by the U.S. Forest Service or AZDA will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:
- To the U.S. Forest Service Program Manager, at the address specified in the agreement.
  - To AZDA, at AZDA's address shown in the agreement or such other address designated within the agreement.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- E. USE OF U.S. FOREST SERVICE INSIGNIA. In order for AZDA to use the U.S. Forest Service insignia on any published media, such as a webpage, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.

- F. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or AZDA from participating in similar activities with other public or private agencies, organizations, and individuals.

- G. NON-LIABILITY. This Agreement does not modify or expand the U.S. Forest Service's obligations or liability under the Federal Tort Claims Act (FTCA). The U.S. Forest Service does not assume liability for any third party claims for damages arising out of this Agreement except those otherwise allowed by the FTCA.

- H. LIMITATION OF FUNDS. U.S. Forest Service funds in the amount of \$90,750.00 are currently available for performance of this agreement through **June 30, 2019**. The U.S. Forest Service's ability to provide additional funding is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the Forest Service for any payment above this amount until AZDA receives notice of availability confirmed in a written modification by the Forest Service. In the event that additional funds are not appropriated for activities after June 30, 2019, the AZDA may terminate this Agreement.

- I. OVERPAYMENT. Any funds paid to AZDA in excess of the amount entitled under the terms and conditions of this Agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by AZDA to the U.S. Forest Service:

- Any interest or other investment income earned on advances of agreement funds; or
- Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.

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2. Withholding advance payments otherwise due to AZDA.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).  
Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.

J. ENDORSEMENT. Any of AZDA's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of AZDA's products or activities.

K. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY. AZDA agree(s) that any of their employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as AZDA hereby willingly agree(s) to assume these responsibilities.

Further, AZDA shall provide any necessary training to AZDA's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. AZDA shall also supervise and direct the work of its employees, volunteers, and participants performing under this Agreement.

L. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this Agreement, or benefits that may arise therefrom, either directly or indirectly.

M. NONDISCRIMINATION. The parties shall comply with all applicable Federal statutes relating to nondiscrimination. This includes all applicable requirements of all other Federal laws, regulations, and policies. These include but are not limited to Title VI of the Civil Rights Act of 1964 as amended, which prohibits discrimination on the bases of race, color and national origin; Title IX of the Education Amendments of 1972 which prohibits discrimination based on sex in educational programs and activities; Age Discrimination Act of 1975, as amended, prohibiting age discrimination; and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of disability.

N. ELIGIBLE WORKERS. The parties shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The parties shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this Agreement.

O. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). AZDA shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this Agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov).

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**P. STANDARDS FOR FINANCIAL MANAGEMENT.**

**1. Financial Reporting**

AZDA shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

**2. Accounting Records**

AZDA shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the Agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

**3. Internal Control**

AZDA shall maintain effective control over and accountability for all U.S. Forest Service funds. AZDA shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the award/agreement and used solely for authorized purposes.

**4. Source Documentation**

AZDA shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract documents. These documents must be made available to the U.S. Forest Service upon request.

**Q. AGREEMENT CLOSEOUT.** Within 90 days after expiration or notice of termination the parties shall close out the Agreement. Any unobligated balance of cash advanced to AZDA must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 2 CFR Part 200, Subpart D, 200.305. Within a maximum of 90 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by AZDA. If this Agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

**R. PROGRAM PERFORMANCE REPORTS:** The parties to this Agreement shall monitor the performance of the Agreement activities to ensure that performance goals are being achieved. Performance reports must contain information on the following:

-A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.

-Reason(s) for delay if established goals were not met.

-Additional pertinent information. AZDA shall submit **quarterly performance reports** to the U.S. Forest Service Program Manager. These reports are due 30 days after the reporting period.

January – March	due April 30
April – June	due July 30
July – September	due Oct 30
October – December	due Jan 30

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The final performance report shall be submitted either with AZDA's final payment request, or separately, but not later than 90 days from the expiration date of the Agreement.

- S. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The parties shall retain all records pertinent to this Agreement for a period of no less than 5 years from the expiration or termination date. As used in this provision, records include books, documents, accounting procedures and practice, and other data, regardless of the type or format. The parties shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 5-year period, the records must be kept until all issues are resolved, or until the end of the regular 5-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

- T. PUBLIC RECORDS Each party shall comply with their respective public records laws related to requests for public records. Public access to federally held culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- U. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- V. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. AZDA is/are encouraged to give public notice of the receipt of this Agreement and, from time to time, to announce progress and accomplishments.

The AZDA may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. AZDA is requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to U.S. Forest Service's Office of Communications as far in advance of release as possible.

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W. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. AZDA shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this Agreement.

X. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. AZDA shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding. "In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint alleging discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800)877-8339, or voice relay (866) 377-8642. U.S. Forest Service is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text: "This institution is an equal opportunity provider."

Y. REMEDIES FOR COMPLIANCE RELATED ISSUES. If AZDA materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by or more severe enforcement action by the U.S. Forest Service;
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current Agreement for AZDA's program;
4. Withhold further awards for the program, or
5. Take other remedies that may be legally available, including debarment procedures under 2 CFR Part 417.

If U.S. Forest Service fails to comply with any term of this Agreement, AZDA may exercise any remedy available by law including termination of the Agreement.

Z. TERMINATION. Either party may terminate this Agreement at any time by providing 30 days written notice to the other party. Upon termination of the Agreement, AZDA shall not incur any new obligations for the terminated portion of the Agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to for the United States Federal share of the non-cancelable obligations properly incurred by AZDA up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

AA. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. This Agreement is not subject to mandatory arbitration except in the limited circumstance of a controversy between

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the parties under the jurisdiction of the Superior Court of the State of Arizona. In the event of any issue or controversy under this Agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

**BB. DEBARMENT AND SUSPENSION.** AZDA shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

**CC. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS:** All non-federal government entities working on this Agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
- (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d) If the Government determines that the recipient is not in compliance with this award provision, it:
  - (1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
  - (2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

**DD. MODIFICATIONS.** Modifications within the scope of this award shall be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

**EE. PURCHASE OF EQUIPMENT.** U.S. Forest Service funds may be used by AZDA to purchase equipment necessary to accomplish activities described in this agreement. The available funding is displayed in the financial plan.

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**VIII. NOTICES, PAYMENT, REPORTS, CORRESPONDENCE:**

**For AZDA:**

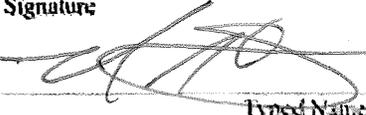
Leatta McLaughlin  
 Arizona Department of Agriculture  
 1688 West Adams Street  
 Phoenix, AZ 85007  
 Email: [lmclaughlin@azda.gov](mailto:lmclaughlin@azda.gov)  
 (602) 542-7186

**For U.S. Forest Service Program Manager Contact:**

Chandler Mundy, Range Program Manager  
 U.S. Forest Service, Tonto National Forest,  
 2324 E. McDowell Rd.  
 Phoenix, AZ 85006  
 Email: [cmundy@fs.fed.us](mailto:cmundy@fs.fed.us)  
 Phone: (602) 225-5251  
 U. S. Forest Service Administrative Contact  
 Grants Management Specialist  
 Sherry Smith  
 2324 E. McDowell Rd.  
 Phoenix, AZ 85006  
 Email: [sherrysmith@fs.fed.us](mailto:sherrysmith@fs.fed.us)  
 Phone: 602-225-5383

**IX. SIGNATURE AUTHORITY:**

By signing below, the signer certifies that he or she has the authority to enter into this Agreement and has read the foregoing and agrees to accept the provisions herein.

AZDA:		U.S. Forest Service:	
Signature 	Date 12/28/17	Signature 	Date 12/28/17
Typed Name and Title Mark Killian, Director		Typed Name and Title Neil Bosworth, Forest Supervisor	
Entity Name Arizona Department of Agriculture		Entity Name U.S. Forest Service, Tonto National Forest	
Address 1688 West Adams Street		Address 2324 E. McDowell Rd.	
City Phoenix	State AZ Zip 85007	City Phoenix	State AZ Zip 85006
The authority and format of this agreement have been reviewed and approved for signature.			
			
		12/22/2017	
SHERRY J. SMITH, U. S. Forest Service Grant Management Specialist			

**INTERGOVERNMENTAL AGREEMENT**

Between

Arizona Department of Agriculture

and

United States Department of Agriculture, Tonto National Forest

IGA No. AZDA-ODD-001  
FS #18-CS-11031200-009

RE: Salt River Horse Management Agreement

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Date: December 22, 2017

Financial Plan Attached

Attachment:

USFS Agreement No.:   
Cooperator Agreement No.:

Mod. No.:

**Note: This Financial Plan may be used when:**  
(1) No program income is expected and  
(2) The Cooperator is not giving cash to the FS and  
(3) There is no other Federal funding

**Agreements Financial Plan (Short Form)**

**Financial Plan Matrix:** Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$12,660.00	\$62,400.00	\$67,600.00	\$0.00	\$142,660.00
Travel	\$0.00	\$12,750.00	\$12,750.00	\$0.00	\$25,500.00
Equipment	\$0.00	\$13,500.00	\$13,500.00	\$0.00	\$27,000.00
Supplies/Materials	\$0.00	\$1,500.00	\$3,900.00	\$0.00	\$5,400.00
Printing	\$0.00	\$0.00	\$800.00	\$0.00	\$800.00
Other	\$0.00	\$600.00	\$4,480.00	\$0.00	\$5,080.00
Other					\$0.00
Subtotal	\$12,660.00	\$90,750.00	\$103,030.00	\$0.00	\$206,440.00
Coop Indirect Costs		\$0.00	\$0.00		\$0.00
FS Overhead Costs	\$1,139.40				\$1,139.40
Total	\$13,799.40	\$90,750.00	\$103,030.00	\$0.00	
<b>Total Project Value:</b>					<b>\$207,579.40</b>

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 50.37%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 49.63%
Total (f+g) = (h)	(h) 100.00%

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## WORKSHEET FOR

### FS Non-Cash Contribution Cost Analysis, Column (a)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g.  $\text{cost/day} \times \# \text{ of days} = \text{total}$ , where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by  $\text{cost/day} \times \# \text{ of days}$ , costs may be calculated simply by a contracted value that is not dependent on days worked, such as  $1 \text{ employee} \times \$1,200/\text{contract} = \$1,200$ . Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor				
Standard Calculation				
Job Description		Cost/Day	# of Days	Total
Range Program Manager		\$422.00	30.00	\$12,660.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

<b>Total Salaries/Labor</b>	<b>\$12,660.00</b>
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Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

<b>Total Travel</b>	<b>\$0.00</b>
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Equipment				
Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

<b>Total Equipment</b>	<b>\$0.00</b>
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<b>Supplies/Materials</b>
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Standard Calculation				
Supplies/Materials	# of Items	Cost/Item	Total	
				\$0.00
				\$0.00
				\$0.00
				\$0.00

<b>Non-Standard Calculation</b>
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<b>Total Supplies/Materials</b>	<b>\$0.00</b>
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<b>Printing</b>
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Standard Calculation				
Paper Material	# of Units	Cost/Unit	Total	
				\$0.00

<b>Non-Standard Calculation</b>
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<b>Total Printing</b>	<b>\$0.00</b>
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<b>Other Expenses</b>
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Standard Calculation				
Item	# of Units	Cost/Unit	Total	
				\$0.00
				\$0.00
				\$0.00
				\$0.00

<b>Non-Standard Calculation</b>
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<b>Total Other</b>	<b>\$0.00</b>
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<b>Subtotal Direct Costs</b>	<b>\$12,660.00</b>
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<b>Forest Service Overhead Costs</b>
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Current Overhead Rate	Subtotal Direct Costs	Total
9.00%	\$12,660.00	\$1,139.40
<b>Total FS Overhead Costs</b>		<b>\$1,139.40</b>

<b>TOTAL COST</b>	<b>\$13,799.40</b>
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## WORKSHEET FOR

### FS Cash to the Cooperator Cost Analysis, Column (b)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor					
Standard Calculation					
Job Description		Cost/Day	# of Years	%	Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Non-Standard Calculation					
Salt River Horse Liaison		\$83,200.00	1.50	0.5	\$62,400.00
<b>Total Salaries/Labor</b>					<b>\$62,400.00</b>

Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Non-Standard Calculation					
Travel (\$5000/2 )		\$2,500.00	1.50		\$3,750.00
Mileage/maintenance Fuel \$12000 Year/2		\$6,000.00	1.50		\$9,000.00
<b>Total Travel</b>					<b>\$12,750.00</b>

Equipment					
Standard Calculation					
Piece of Equipment	# of Units	Cost	%		Total
Vehicle Purchase	1.00	\$27,000.00	0.50		\$13,500.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

<b>Non-Standard Calculation</b>
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<b>Total Equipment</b>	<b>\$13,500.00</b>
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<b>Supplies/Materials</b>
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<b>Standard Calculation</b>				
Supplies/Materials	# of Items	Cost/Item		Total
Computer/printer/cell phone	1.00	\$1,500.00		\$1,500.00
				\$0.00
				\$0.00
				\$0.00

<b>Non-Standard Calculation</b>
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<b>Total Supplies/Materials</b>	<b>\$1,500.00</b>
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<b>Printing</b>
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<b>Standard Calculation</b>				
Paper Material	# of Units	Cost/Unit		Total
				\$0.00

<b>Non-Standard Calculation</b>
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	\$0.00
<b>Total Printing</b>	<b>\$0.00</b>

<b>Other Expenses</b>
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<b>Standard Calculation</b>					
Item	# of Units	Cost/Unit	%		Total
Cell phone service	1.50	\$800.00	0.5		\$600.00
					\$0.00
					\$0.00
					\$0.00

<b>Non-Standard Calculation</b>
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<b>Total Other</b>	<b>\$600.00</b>
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<b>Subtotal Direct Costs</b>	<b>\$90,750.00</b>
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<b>Cooperator Indirect Costs</b>
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Current Overhead Rate	Subtotal Direct Costs		Total
	\$90,750.00		\$0.00
<b>Total Coop. Indirect Costs</b>			<b>\$0.00</b>

<b>TOTAL COST</b>	<b>\$90,750.00</b>
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## WORKSHEET FOR

### Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line Items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor				
Standard Calculation				
Job Description	Cost/Day	# of Days	Total	
Salt River Horse Liaison	\$83,200.00	1.50	0.5	\$62,400.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				
Overtime				\$5,200.00
<b>Total Salaries/Labor</b>				<b>\$67,600.00</b>

Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				
Travel (\$5000/2 )		\$2,500.00	1.50	\$3,750.00
Mileage/maintenance Fuel \$12000 Year/2=product		\$6,000.00	1.50	\$9,000.00
<b>Total Travel</b>				<b>\$12,750.00</b>

Equipment				
Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
Vehicle Purchase	1.00	\$27,000.00	0.50	\$13,500.00
				\$0.00
Non-Standard Calculation				

<b>Total Equipment</b>	<b>\$13,500.00</b>
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<b>Supplies/Materials</b>				
<b>Standard Calculation</b>				
Supplies/Materials	# of Items	Cost/Item		Total
Computer/printer/cell phone	1.00	\$1,500.00		\$1,500.00
				\$0.00
				\$0.00
				\$0.00

<b>Non-Standard Calculation</b>	
Other Supplies	\$2,000.00
Postage	\$400.00

<b>Total Supplies/Materials</b>	<b>\$3,900.00</b>
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<b>Printing</b>				
<b>Standard Calculation</b>				
Paper Material	# of Units	Cost/Unit		Total
				\$0.00

<b>Non-Standard Calculation</b>	
Printing	\$800.00
<b>Total Printing</b>	<b>\$800.00</b>

<b>Other Expenses</b>				
<b>Standard Calculation</b>				
Item	# of Units	Cost/Unit		Total
				\$0.00
				\$0.00
				\$0.00

<b>Non-Standard Calculation</b>				
Cell phone service	1.50	\$800.00	0.5	\$600.00
Uniform	1.00	\$455.00	1	\$455.00
Rent	1.50	\$3,000.00	1	\$3,000.00
Risk Management	1.00	\$425.00	1	\$425.00
<b>Total Other</b>				<b>\$4,480.00</b>

<b>Subtotal Direct Costs</b>	<b>\$103,030.00</b>
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<b>Cooperator Indirect Costs</b>			
Current Overhead Rate	Subtotal Direct Costs		Total
	\$103,030.00		\$0.00
<b>Total Coop. Indirect Costs</b>			<b>\$0.00</b>

<b>TOTAL COST</b>	<b>\$103,030.00</b>
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