

WATER CONSERVATION GRANT FUND AGREEMENT

BETWEEN
CITY OF EL MIRAGE

AND

The Water Infrastructure Finance Authority of Arizona

THIS GRANT AGREEMENT (the “**Agreement**”) is made effective as of the date of signature of the last signatory hereto (the “**Effective Date**”), by and between the Water Infrastructure Finance Authority of Arizona (the “**Authority**”), a body corporate and politic, and CITY OF EL MIRAGE (the “**Grantee**”). The Authority and the Grantee may individually be referred to as “**Party**” or collectively as the “**Parties**.”

RECITALS

WHEREAS, Title VI of the Social Security Act (42 § U.S.C. 801 et seq.) (the “**Act**”) was amended by section 9901 of the American Rescue Plan Act (“**ARPA**”), Pub. L. No. 117-2 (March 11, 2021), to add section 602, which authorizes the United States Department of Treasury’s (“**Treasury**”) to make payments from the Coronavirus State and Local Fiscal Recovery Funds (“**SLFRF**”), and

WHEREAS, the funds are purposed for use in responding to the COVID-19 public health emergency and its economic impacts through the categories of eligible uses and activities described in 31 C.F.R. Part 35, Subpart A, including for making necessary investments in water, sewer, and broadband infrastructure, and

WHEREAS, the source of funding for the Award is the ARPA, specifically the SLFRF, with Catalog of Federal Domestic Assistance (“**CFDA**”) Assistance Listing 21.027 for all activity pursuant to this Agreement, and

WHEREAS, the State of Arizona established the Water Conservation Grant Fund (“**WCGF**”) under Title 49, Chapter 8, Article 5 of the Arizona Revised Statutes. A.R.S. §§ 49-1331 – 1335, to be administered by the Authority, and

WHEREAS, the Office of the Governor, in fulfilling its duty to administer the Coronavirus State and Local Fiscal Recovery Funds allocated to the State of Arizona, entered into an Interagency Service Agreement (ISA-ARPA-WIFA-070122-01), as amended on November 3, 2023, to provide funding to the Authority through the WCGF to support COVID-19 related activities in accordance with State Fiscal Recovery Fund Expenditure Category 5.8 Clean Water: Water Conservation, and

WHEREAS, the Authority is authorized to issue grants from the WCGF to eligible entities for water conservation programs and projects that are expected to result in: (1) long-term reductions in water use; (2) improvements in water use efficiency; or (3) improvements in water reliability. And

WHEREAS, WCGF grants may be issued for any of the purposes specified in A.R.S. § 49-1332(B), and

Water Conservation Grant Fund

WHEREAS, Grantee meets the Treasury’s definition of a subrecipient and has applied for a grant, pursuant to the Application attached to this Agreement as Exhibit A [*Grant Application*]; and

WHEREAS, by the Board resolution attached to this Agreement as Exhibit B [*Board Resolution*], the Authority has determined Grantee is eligible for financial assistance from the WCGF and has reviewed and approved the Grantee’s Application in accordance with the requirements of A.R.S. §§ 49-1331 – 1335.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth below, the Authority and Grantee agree as follows:

ARTICLE I - Definitions

- 1.1. “Act” means Title VI of the Social Security Act (42 § U.S.C. 801 et seq.), as amended.
- 1.2. “Application” means the Grantee’s application for financial assistance from the Water Conservation Grant Fund, attached to this Agreement as Exhibit A [*Grant Application*] and incorporated herein.
- 1.3. “ARPA” means the American Rescue Plan, Pub. L. No. 117-2 (March 11, 2021), as amended.
- 1.4. “Authority” or “WIFA” means the Water Infrastructure Finance Authority of Arizona
- 1.5. “Authorized Officer” means the Director of the Authority, or any other person or persons designated by the Director to act on behalf of the Authority, with respect to this Agreement.
- 1.6. “Award” means the specific grant amount awarded to Grantee as described in this Agreement.
- 1.7. “Scope of Work” means the program or project described in Exhibit C [*Scope of Work*], attached to this Agreement and incorporated herein.
- 1.8. “SLFRF” means the Coronavirus State and Local Fiscal Recovery Funds.
- 1.9. “Treasury” means the United States Department of Treasury.
- 1.10. Any capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Exhibits.

ARTICLE II - Award

- 2.1. The Award. The Authority hereby agrees to provide the Grantee with an award in the amount of Eighty Three Thousand Five Hundred Seventy One Dollars and 90/100 (\$ 83,571.90) (the “**Award**”), subject to the terms and conditions set forth in this Agreement and availability of funds. The Authority shall make the Award available to Grantee upon execution of this Agreement by the parties. Subject to the Grantee’s compliance with all terms and conditions of this Agreement, and the continued non-existence of a breach or default, or any event, circumstance, act, or omission which with the giving of notice, the passage of time, or both would constitute a breach, default or give rise to the termination of this Agreement, the Authority agrees to disburse the Award to the Grantee in accordance with the provisions of Article III [*Disbursement and Funding*].
- 2.2. Acceptance of Award. Grantee hereby accepts the Award under the terms and conditions of this Agreement, and agrees to execute and return this Agreement to the Authority within thirty (30)

Water Conservation Grant Fund

calendar days of receipt unless Grantee receives a written waiver of this requirement by the Authority.

- 2.3. Purpose and Use of Award. Grantee agrees to undertake and complete the Scope of Work in a timely manner, and to receive and expend the Award in accordance with this Agreement. Grantee agrees to utilize the Award only for the purpose of implementing the Scope of Work. Any expenditure deviating from the Scope of Work shall require the Authority's prior written approval. Supporting documents and attachments from the Application are incorporated herein by reference. If content in the Application differs from or conflicts with terms presented elsewhere in this Agreement, this Agreement takes precedence.
- 2.4. Prior Costs Incurred. The Award may be used for costs incurred prior to the Effective Date of this Agreement, but may not be used for costs incurred or for which commitment was made before July 6, 2022.
- 2.5. Time of Performance. Grantee may use the Award for costs incurred and activities performed between July 6, 2022, and June 30, 2026.
 - 2.5.1. Grantee shall complete the Scope of Work no later than June 30, 2026.
 - 2.5.2. Grantee shall make sufficient progress on the Scope of Work, in good faith and in manner acceptable to the Authority. For purposes of this section, unless otherwise agreed to by the Authority in writing, "sufficient progress" means the Grantee has, at a minimum, complied with all schedules and deadlines listed in the Scope of Work.
 - 2.5.3. Grantee may submit to the Authority a written request to amend a Scope of Work's schedule, which the Authority may, but is not required to approve. The written request shall detail: (1) the nature of the delay(s); (2) the amended schedule dates; and (3) any efforts to be implemented to adhere to the amended schedule.
- 2.6. Benchmarks. Failure to adhere to the benchmarks listed below shall constitute a breach of this Agreement and may result in the loss of all or part of the Award. In addition to any schedule or deadline identified in the Scope of Work, Grantee shall, at a minimum, comply with the following benchmarks:
 - 2.6.1. Expend 5% of the Award by December 2, 2024.
 - 2.6.2. Expend 50% of the Award by December 31, 2025.
 - 2.6.3. Expend 75% of the Award by March 31, 2026.
- 2.7. Term of Agreement. This Agreement remains in effect until all reporting requirements described in this Agreement have been fulfilled by the Grantee and accepted by the Authority (the "**Term**").
- 2.8. Grantee Obligations. This Agreement constitutes the valid and binding obligations of the Grantee, enforceable in accordance with its terms. The obligation and utilization of the Award provided through this Agreement are subject to the proper observation of the Agreement and any requirements incorporated by reference.

Water Conservation Grant Fund

- 2.8.1. Assignments. The Grantee agrees not to transfer, assign, or pledge any right or interest in any payment or advance due pursuant to this Agreement, or any of the other benefits thereof, without the prior written consent of the Authority. Any such assignment made or attempted by the Grantee without the prior written consent of the Authority shall be void and of no effect. No consent by the Authority to an assignment by the Grantee shall release the Grantee as the party primarily obligated and liable under the terms of this Agreement, unless the Authority specifically releases the Grantee in writing.
- 2.8.2. Compliance with Applicable Laws. The Grantee shall perform all activities under this Agreement in accordance with all applicable (whether present or future) laws, ordinances, rules, regulations, requirements and orders of any governmental or administrative authority having or claiming jurisdiction over the Grantee's activities. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.
- 2.8.3. Subcontractors. Grantee shall require any subcontracting entities to observe and follow all provisions of this Agreement.
- 2.9. Exhibits. The terms and conditions of this Agreement include the terms and conditions set forth in the Exhibits, which are part of this Agreement.
- 2.10. Fund Availability. Any action by the Parties under this Agreement requiring the expenditure of funds is conditioned upon the availability of funds appropriated, assigned, and allocated for the payment of such obligation. If funds are not appropriated, assigned, allocated, and available or if the appropriation is changed by the legislature or the Governor's Office resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the Parties at the end of the period for which funds are available. No liability shall accrue to the Parties in the event this provision is exercised, and the Parties shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- 2.11. Notices. All notices required or permitted under this Agreement, including technical correspondence, invoices, and reports from Grantee, or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered, mailed by registered or certified mail, or emailed to Grantee or the Authority at the following addresses:

WIFA Project Manager
Laurie Gehlsen, Grants Coordinator
Water Infrastructure Finance Authority of Arizona
100 N 7th Ave, Suite 130
Phoenix, AZ 85007
Direct: (480) 647-4462
LGehlsen@azwifa.gov

Grantee Project Manager

Charlotte Confer, Senior Services Specialist

El Mirage Fire Department

13601 N. El Mirage Road

El Mirage, AZ 85335

cconfer@elmirageaz.gov

623-251-3501

Either Party may designate any further or different addresses to which subsequent notices or other communications shall be sent, by notice in writing given to the other Party.

ARTICLE III - Disbursement and Funding

- 3.1. Reimbursement Basis. The Authority shall disburse the Award on a reimbursement basis, upon presentation of accurate and complete claims to the Authority. Except as hereinafter provided, disbursements shall be made only:
 - 3.1.1. For reimbursement of expenses incurred in accordance with this Agreement; and
 - 3.1.2. When a request for reimbursement is submitted in substantially the form provided by the Authority and is accompanied by the necessary certifications and documentation as required by the Authority; and
 - 3.1.3. When an Authorized Officer of the Authority has determined that such disbursement is proper.
- 3.2. Request for Reimbursement. Grantee shall submit requests for reimbursement to the Authority using forms provided by the Authority on a monthly basis, unless otherwise approved by the Authority in writing. Requests for reimbursement shall be submitted to the Authority no later than the fifteenth (15th) day of each month. The Authority shall not distribute the Award to the Grantee until the Authority has received and processed a request for reimbursement. The Authority shall verify the request and claimed expenses against the reports required in this Agreement. To receive payment, requests for reimbursement for work performed during the term of this Agreement must be submitted no later than June 15, 2026, unless otherwise approved by the Authority in writing. A request for reimbursement must contain:
 - 3.2.1. An itemized accounting of grant expenses incurred;
 - 3.2.2. Receipts, vendor invoices, documentation of in-kind labor, and other documentation of costs incurred;
 - 3.2.3. Certification that: the reimbursement amount requested is a proper cost as evidenced by attached invoices;
 - 3.2.4. Certification that the signatory is duly authorized to submit the reimbursement request; and
 - 3.2.5. Any additional documents or information deemed necessary by the Authority.
- 3.3. Method of Disbursement. The Authority may disburse the Award by check, electronic means, warrant, or other transfer medium basis within thirty (30) calendar days of the Authority's receipt

Water Conservation Grant Fund

of the request for reimbursement, subject to funding availability. An Authorized Officer of the Authority shall approve disbursements directly to Grantee and shall provide Grantee with a copy of the approval and the date approved.

- 3.4. Affirmation of Representations and Warranties. Each request for reimbursement, disbursement, or the receipt of the Award funds requested by the Grantee, shall constitute Grantee's affirmation that all representations and warranties of the Grantee as described in this Agreement or any Exhibit therein, are true and correct as of the date thereof and throughout the Term of the Agreement, unless the Grantee notifies the Authority to the contrary in writing prior to the request for reimbursement or release of the disbursement.
- 3.5. Withholding Disbursements. The Authority may elect in its sole discretion to withhold payment of the Award in whole or in part if Grantee breaches any provision of this Agreement or any Exhibit therein.
- 3.6. Required Notice. Grantee shall provide the Authority with immediate written notification:
- 3.6.1. Of any inability to expend the Award in accordance with the Scope of Work; and
- 3.6.2. Prior to any expenditure of the Award deviating from the Scope of Work.
- 3.7. Inspections – Expenses and Operations. Subject and pursuant to the provisions of Section 2.2 of the General Terms and Conditions included in Exhibit D, the Authority shall have the option to undertake an inspection of the Grantee's expenses and operations at any time to verify the information included in and with any and/or all requests for reimbursements under this Agreement.

ARTICLE IV - Representations and Warranties

- 4.1. Grantee hereby represents and warrants that it is a: (check appropriate)

- | | |
|---|---|
| <input checked="" type="checkbox"/> Municipal water delivery system as defined in A.R.S. § 42-5301. | <input type="checkbox"/> Natural resource conservation district. |
| <input type="checkbox"/> County water augmentation authority established under A.R.S. Title 45, Chapter 11. | <input checked="" type="checkbox"/> City, town, county, district, commission, authority or other public entity that is organized and that exists under the statutory law of this state or under a voter-approved charter or initiative of Arizona. |
| <input type="checkbox"/> County water authority established under A.R.S. Title 45, Chapter 13. | <input type="checkbox"/> Nongovernment organization that focuses on water conservation or environmental protection who has partnered with _____, an eligible entity as defined under A.R.S. § 49-1301. <i>If selected, Grantee must submit a completed Partnership Certification with this Agreement.</i> |
| <input type="checkbox"/> An Indian Tribe. | |
| <input type="checkbox"/> Community facilities district as established by A.R.S. Title 48, Chapter 4. | |
| <input checked="" type="checkbox"/> Public water system as prescribed in A.R.S. § 49-352. | |

- 4.2. Conflicts of Interest. The Parties each represent that, as of the date of execution of this Agreement, they are not aware of any facts or circumstances which would give rise to a cancellation right in

Water Conservation Grant Fund

- favor of any Party pursuant to A.R.S. § 38-511. Grantee represents and warrants that there exists no actual or potential conflict of interest between the Grantee's performance under this Agreement and the Grantee's engagement or involvement in any other personal or professional activities. In the event such conflict or potential conflict arises during the Term of this Agreement, or any extension thereof, the Grantee shall immediately notify the Authority in writing.
- 4.3. Adverse Proceedings. Grantee represents and warrants that there are no proceedings pending or, so far as the Grantee knows, threatened, before any court or administrative agency that will materially adversely affect the Grantee's ability to fully perform the Scope of Work. During the Term of this Agreement, should proceedings arise that will materially adversely affect Grantee's ability to fully perform the Scope of Work, the Grantee shall promptly notify the Authority in writing.
- 4.4. Authority to Sign. Grantee represents and warrants that the Grantee and the person signing on behalf of the Grantee have the full power and authority to enter into and execute this Agreement, to legally bind the Grantee and to perform and comply with the terms and conditions set forth herein.
- 4.5. Debarment, Suspension, U.S. Government Restricted Party Lists. Grantee warrants that it is not, and its contractors or subcontractors are not, on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specifically Designated Nationals and Blocked Parties List, and neither the Grantee nor any contractors or subcontractors are presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities.
- 4.6. Grantee Matching. Pursuant to A.R.S. § 49-1333(B)(4), at least a twenty-five percent (25%) match is required for each water conservation program or project.
- 4.6.1. Funds provided under one federal program may not be used to meet a non-federal match or cost-share requirements of another federal program. 2 CFR 200.306(b)(5).
- 4.6.2. As stated in the Treasury's SLFRF Final Rule, Grantees may fund a program or project "with both SLFRF funds and other sources of funding provided that the costs are eligible costs under each source program and are compliant with all other related statutory and regulatory requirements and policies."
- 4.6.3. Grantee's match requirement under this Agreement is a state requirement; matching is not required by ARPA. Grantee represents and warrants that Grantee has satisfied or will satisfy the state match requirement using permissible funding sources. Grantee's matching contribution may include cash contributions or in-kind contributions. Grantee's matching contribution may not include any monies provided by the Authority.
- 4.6.4. Failure to adhere to the state matching requirement under A.R.S. § 49-1333(B)(4) shall constitute a breach of this Agreement and may result in the loss of all or part of the Award.
- 4.7. Indemnification. Grantee shall protect, defend, indemnify, and hold harmless the Authority and its board and committees, the State of Arizona, its elected and appointed officials, its agents, commissions, officers, directors, employees, volunteers and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, attorney's fees, consultant's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with this Agreement, Grantee's performance hereunder, Grantee's or Grantee's subcontractor's negligence including active or passive, or strict liability including but not

Water Conservation Grant Fund

limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Grantee, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by the law, regardless of any limitation of coverage by insurance, with the exception of the sole negligence or willful misconduct of the Authority. The provisions of this section shall survive the expiration or termination of this Agreement.

- 4.8. Liability. Failure on the part of the Authority in any instance or under any circumstance to observe or perform fully any obligation assumed by or imposed upon the Authority by this Agreement or by law shall not make the Authority liable in damages to Grantee or relieve Grantee from fully performing any other obligation required of it under this Agreement; provided, however, that Grantee may have and pursue any and all other remedies provided by law for compelling performance by the Authority of such obligation assumed by or imposed upon the Authority. Neither the Authority nor its board or committees, the State of Arizona, its elected and appointed officials, its agents, commissions, officers, directors, employees, volunteers or affiliates shall in any event be liable for damages, if any, for the nonperformance of any obligation or agreement of any kind whatsoever set forth in this Agreement.
- 4.9. Permits. Grantee represents and warrants that all permits necessary or required in connection with the award have been or will be obtained, and all fees and bonds required in connection therewith have been or will be paid and/or posted as the circumstances may require.

ARTICLE V – Records and Reports

- 5.1. Financial Records. Grantee shall maintain satisfactory financial accounts, books, records, documents, and other evidence sufficient to properly reflect the amount, receipt, and expenditure of the Award and to comply with section 602(c) of the Act and Treasury’s regulations implementing that section and guidance regarding the eligible uses of funds. Records shall be maintained by the Grantee for a period of five years after the Award funds have been expended or returned to Treasury, whichever is later. Failure to maintain proper financial records required under this Agreement as required is cause for termination of this Agreement or withholding of future disbursements.
- 5.2. Reporting Requirements. Grantee shall provide reports of all activities related to this Agreement both as identified in the Agreement and as requested by the Authority. Grantee shall also provide to the Authority any additional written information requested by the Authority in a timely manner and within reasonable deadlines as shall be set by the Authority.
- 5.2.1. All financial reports required under this Agreement shall be prepared in accordance with GAAP standards, and shall be in form and substance satisfactory to the Authority and as may be required by the United States Department of Treasury.
- 5.2.2. If there is any amount of the Award remaining after the Scope of Work is completed, Grantee shall report the remaining balance to the Authority.
- 5.2.3. Grantee shall comply with and abide by the U.S. Department of the Treasury’s Project and Expenditure Report User Guide – State and Local Fiscal Recovery Funds, available at <https://home.treasury.gov/system/files/136/Apr-2023-PE-Report-User-Guide.pdf>.
- 5.2.4. Grantee shall provide the following performance metrics required for water-related infrastructure projects:

Water Conservation Grant Fund

- Projected/actual construction start date (month/year);
- Projected/actual initiation of operations date (month/year);
- Location;
- Whether the project prioritizes local hires;
- Whether the project has a Community Benefit Agreement, with a description of any such agreement;
- National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund);
- Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund);
- Median Household Income of service area; and
- Lowest Quintile Income of the service area.

5.2.5. Failure to provide reports required under this Agreement as required is cause for termination of this Agreement or withholding of future disbursements.

5.3. Monthly Reports. Grantee shall report to the Authority on Grantee's expenditure of the Grant and the status of the Scope of Work on the fifteenth (15th) day of each month following the date of this Agreement, and on the fifteenth (15th) day of every month thereafter until Grantee expends the entire Award or completes the Scope of Work, whichever is first. Monthly reports shall be in a form acceptable to the Authority. The Authority may revise the form of the monthly report from time to time. The Authority reserves the right to request additional reports relating to the expenditure of the Award or additional information as needed for ARPA reporting requirements.

5.4. Final Report. Audit. Grantee shall provide a final report (the "**Final Report**") in a form acceptable to the Authority.

5.4.1. The Final Report shall be submitted to the Authority within thirty (30) calendar days of one of the following occurrences: (1) the Award funds have been expended; (2) the Scope of Work has been completed; or (3) the Agreement has otherwise been terminated. Notwithstanding the foregoing, the Final Report shall be submitted to the Authority no later than June 15, 2026.

5.4.2. The Final Report shall contain the information deemed necessary by the Authority.

5.4.3. Following the receipt and approval of the Final Report, the Authority will notify Grantee in writing that the Agreement is administratively closed.

5.4.4. After the project is administratively closed, Grantee shall submit all required audits to the Authority. All audits for fiscal years in which Grantee received Award funds from the Authority must be received, reviewed, and found to be satisfactory by the Authority.

5.4.5. In the event that the Authority determines that any project costs described in a post-funding audit are unjustified or describe ineligible activities, Grantee shall refund such monies back to the Authority.

ARTICLE VI - Enforcement & Remedies

- 6.1. **Breach.** The Parties agree that all conditions set forth herein are material to this and the occurrence of any of the following events is a Grantee breach under this Agreement:
 - 6.1.1. Any certification, statement, representation, or warranty contained in this Agreement or report required under this Agreement, the Application, or any other document related to the award which the Authority determines at any time to be incorrect or misleading in any material respect either on the date when made or on the date when reaffirmed.
 - 6.1.2. The Grantee 's failure to comply with each and every term, covenant, condition, and/or agreement contained in this Agreement.
 - 6.1.3. The Grantee's failure to make sufficient progress on the Scope of Work, in good faith and in manner acceptable to the Authority in accordance with sections 2.5 and 2.6 of this Agreement.
 - 6.1.4. The Grantee's use of the Award proceeds for any purpose other than as authorized under the provisions of this Agreement.
 - 6.1.5. The Grantee fails to comply with any law, ordinance, code, order, rule, or regulation of any governmental or administrative authority having jurisdiction over the Scope of Work within thirty (30) calendar days after notice in writing of such failure to comply has been given to the Grantee from such governmental or administrative authority.
- 6.2. **Notice of Breach. Cure Period.** Upon the occurrence of a breach, the Authority shall issue a written notice of breach, identifying the nature of the breach and providing thirty (30) calendar days (or a lesser or additional time as may be agreed to by the Parties) in which the Grantee shall have an opportunity to cure the breach. Time allowed for cure does not diminish or eliminate Grantee's liability for damages.
- 6.3. **Default.** If Grantee fails to cure a breach within the period specified in the written notice, Grantee is in default of its obligations, and the Authority may exercise any or all of the following remedies:
 - 6.3.1. Withhold applicable payment until the default is remedied;
 - 6.3.2. Terminate this Agreement, in whole or in part;
 - 6.3.3. Recapture Award funds provided to Grantee under this Agreement, in whole or in part;
 - 6.3.4. Suspend or de-obligate the Grantee's authority to receive any undisbursed proceeds of the award; and/or;
 - 6.3.5. Proceed at any time, or from time to time, to protect and enforce all rights and remedies available to the Authority, including demanding repayment of Award funds, by suit or other appropriate proceedings, whether for specific performance of any covenant, term, or condition set forth in this Agreement, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law, regulation, or in equity.

Water Conservation Grant Fund

- 6.4. Good Faith. The Parties will attempt in good faith to resolve all disputes, disagreements, or claims relating to this Agreement.
- 6.5. De-obligation. The Authority may de-obligate Award funds under this Agreement upon written notice to Grantee. The Authority may de-obligate and reduce Award funds under the following circumstances:
 - 6.5.1. Grantee has completed performance under the Scope of Work without using all of the Award provided by the Authority under this Agreement;
 - 6.5.2. This Agreement expires and all Award funds have not been expended;
 - 6.5.3. Grantee, with the consent of the Authority, cancelled or changed an activity required under the Scope of Work for reasons other than nonperformance;
 - 6.5.4. This Agreement has otherwise been terminated in whole or in part; or
 - 6.5.5. Mutual consent by the Parties.
- 6.6. Disallowed Costs. An expenditure that is reimbursed under this Agreement and that does not comply with this Agreement shall constitute a disallowed cost and be subject to recapture by the Authority and repayment to the Authority. Within fourteen (14) calendar days of the date of the Authority's written notice to Grantee, unless a longer period is approved by the Authority in writing, Grantee shall repay the Authority any portion of the Award paid by the Authority which the Authority has in its sole discretion determined constitutes a disallowed cost.
- 6.7. Repayment. Grantee agrees to repay the Award in whole or in part if the Authority determines that Grantee has failed to use the Award in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. The Authority may specify, in writing, the terms of the repayment or alternative terms in lieu of repayment, however, in no such case shall repayment or alternative terms be accomplished later than one hundred eighty (180) calendar days following the written determination of non-compliance by the Authority. This section does not apply to a Grantee's failure to make sufficient progress on the Scope of Work of this Agreement, provided Grantee made good faith efforts to complete the Scope of Work within the time for performance.
- 6.8. Remedies Cumulative and Concurrent. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive of any other remedies provided for in this Agreement, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or under this Agreement, or now or hereafter existing at law or in equity by statute. Every right, power, and remedy given to the Authority shall be concurrent and may be pursued separately, successively, or together against the Grantee, and every right, power, and remedy given the Authority may be exercised from time to time as often as may be deemed expedient by the Authority.
- 6.9. Strict Performance. No delay or omission of the Authority to exercise any right, power, or remedy accruing upon the happening of a Default shall impair any such right, power, or remedy, or shall be construed to be a waiver of any such Default or any acquiescence therein. No delay or omission on the part of the Authority to exercise any option granted to the Authority under this Agreement, in any one or more instances, shall constitute a waiver of any such Default and each such option shall remain continuously in full force and effect.

Water Conservation Grant Fund

- 6.10. Attorneys' Fees and Costs. In the event of Grantee's breach of this Agreement, Grantee agrees to pay any and all costs and expenses, including attorneys' fees, incurred by the Authority in connection with the enforcement of this Agreement. If the Authority terminates this Agreement for cause, any costs incurred shall be the Grantee's responsibility.

ARTICLE VII - Miscellaneous

- 7.1. Amendments and Modifications. This Agreement may be amended by mutual agreement in writing between Grantee and the Authority. Any request to amend this Agreement by Grantee must be in writing and state the amendment request and reason for the request. Grantee shall make requests in a timely manner and in no event less than thirty (30) calendar days before the effective date of the proposed amendment. Any amendment, modification, or extension of this Agreement must be submitted through the Sub-recipient Management Tool (SRM), eCivis, and approved by both Parties.
- 7.2. Insurance. Grantee agrees to comply with the Insurance Requirements set forth in Exhibit D [General Terms and Conditions]. Failure to maintain the required insurance at all times shall constitute a breach of this Agreement that is subject to penalties up to and including suspension of payments and/or termination of this Agreement.
- 7.3. Permits/Licenses/Authorizations. It shall be the Grantee's responsibility to obtain all permits, licenses, or authorizations required from government authorities prior to initiation of the Scope of Work or required to be obtained by the time of completion of the Scope of Work to be eligible for reimbursement funds under this Agreement.
- 7.4. No Implied Duties. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law. This Agreement does not imply Authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.
- 7.5. No Obligation of State General Appropriations Funds. Nothing herein shall be construed as obligating state general appropriation funds for payment of any debt or liability or any nature arising hereunder. The parties expressly recognize that payments to be made by the Authority under this Agreement may come from federal funds made available to the Authority for this purpose.
- 7.6. Survival. Those articles, sections, and subsections of this Agreement which by their nature are intended to survive, including, but not limited to, the Grantee's Representations and Warranties and Indemnification, shall survive the completion of the Scope of Work and the expiration or earlier termination of this Agreement.
- 7.7. Time of the Essence. Time is of the essence with regard to each provision of this Agreement as to which time is an element.
- 7.8. Acknowledgment of Funding Source. Unless otherwise agreed upon in writing between the Parties, Grantee agrees that any publications, studies, or reports which are made possible by or derived, in whole or in part, from this Agreement, and any news articles, brochures, seminars, or other promotional materials or media or events through which Grantee publicizes the Scope of Work funded in whole or in part by this Agreement will acknowledge the Authority's support in the following manner: "Funding has been provided by/contributed by the Water Infrastructure Finance Authority of Arizona."

Water Conservation Grant Fund

7.9. Entire Agreement. This Agreement and any attached Exhibits shall constitute the entire agreement of the Parties relating to the Award and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral, or written.

- Exhibit A** Grant Application
- Exhibit B** Board Resolution
- Exhibit C** Scope of Work
- Exhibit D** General Terms and Conditions
- Exhibit E** Federal Provisions
- Exhibit F** Affidavit
- Exhibit G** Reimbursement Request & Monthly Reporting Form
- Exhibit H** Partnership Certification (*if applicable*)

ARTICLE VIII - Certification & Signatures

The Grantee, City of El Mirage, hereby accepts this Agreement according to the above terms and conditions. I hereby certify that I represent a legal entity with authority to enter into this Agreement.

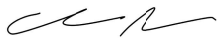
I further certify that the Scope of Work complies with all applicable state, local, and federal laws and regulations, and that I am authorized to enter into and sign a binding Agreement with the Authority

By: J. Crystal Dyches Date: 03/14/2024
Signature

J. Crystal Dyches, City Manager
Print Name and Title

For: City of El Mirage Tax ID No.: 86-6000767
Grantee Name

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or officials, all as of the date first above written.


Signature
Chuck Podolak
Printed Name
Director, Water Infrastructure Finance Authority
Title
03/14/2024
Date



Signature
J. Crystal Dyches
Printed Name
City Manager
Title
03/14/2024
Date

EXHIBIT A

Application

[See attached]

Applications: Water Recirculation Firefighting Training System

Profile

mlongoria@elmirageaz.gov

Entity Name:

City of El Mirage

I. General Information

1. Title of Project:

Water Recirculation Firefighting Training System

2.Type of Conservation Activity (A.R.S. § 49-1332(B)):

Programs or projects to reduce structural water overuse issues.

Note: for the purpose of the application, the term project and program will be referred to as “conservation activity”

3. Is this for an individual Water Conservation Project or a general Water Conservation Program?

Water Conservation Project

Please describe the specific components that make it a program.

This project consists of the purchase of a Direct Recirculating Apparatus Firefighting Training & Sustainability (DRAFTS) water recirculation training system. The system uses 3,000 gallons of water that is recirculated unlimited times in the training of firefighters and engineers.

4. What is the location of conservation activity?

City

El Mirage

County

Maricopa

Program/Project Congressional District (check all that apply)

9

Program/Project Legislative District (check all that apply)

29

Watershed

N/A

Active Management Area (if applicable):

El Mirage is in the Phoenix Active Management Area

Irrigation Non-Expansion area (if applicable):

N/A

5. Conservation Activity Cost

Amount requested from the WCGF for this activity:

\$83,571.90

Amount of matching funds:

\$27,857.30

Total conservation activity cost:

\$111,429.20

When applying for the grant, note that a single water conservation program grant may not exceed

\$3,000,000. A single water conservation project grant may not exceed \$250,000. The WCGF requires at least a twenty-five percent match for each water conservation program or project.

6. What is the estimated water savings in acre-feet per year?

19

Explain calculation:

This project will save an estimated 19-acre feet of water annually. This training aid would save funding, and utilization of natural resources, through the reduction of the total number of gallons of water required to maintain mandatory firefighting training hours annually. Currently, during required firefighter and engineer training, a single hour of training uses an average of 1,000 gallons of water each minute; approximately 60,000 gallons per hour. Currently, on average all three crews train three hours per month, for a total average of nine hours monthly. This equals approximately 540,000 gallons of water being used monthly to complete these required trainings. With the utilization of the DRAFTS UNIT for the same nine hours of monthly training, approximately 3,000 gallons of water would be used, and then would be recirculated and stored back through the unit. This would reduce the amount of water being used during these trainings by over 537,000 gallons a month. Furthermore, the recirculated water can be used for any length of time with only the loss of several hundred gallons during the training event.

7. What is the expected duration of the conservation activity?

The DRAFTS Unit has an unlimited lifespan, as long as routine maintenance is conducted on the unit.

II. Conservation Activity Benefits and Results

8. What is the water conservation activity you propose to fund with grant monies? Describe in detail.

The grant monies would be used to purchase a DRAFT Unit to implement a firefighter and engineer training that would reduce total water consumption. Currently, approximately 540,000 gallons of water are being used monthly to complete the required nine hours of monthly training for three crews. With the use of the DRAFTS Unit, for the same nine hours of required training monthly, approximately only 3,000 gallons of water would be used. The water would then be recirculated and stored back through the unit, reducing the amount of water being used by approximately 537,000 gallons a month.

9. What is the source of the water that will be conserved? If it is mainstem Colorado River water or Colorado River water delivered through the Central Arizona Project, please clearly indicate so.

The El Mirage water system is fed entirely by groundwater. Therefore, groundwater would be the main source of water conserved.

10. Describe the community (population size, demographics, principal economic activities, etc.) impacted by the conserved water.

El Mirage is located 10 miles Northwest of downtown Phoenix, and minutes from Luke Air Force Base. El Mirage has grown from a small town, dependent on agriculture, to a diverse urban community with a 2021 Census population of 36,016. The City's mission is to protect and enhance the quality of life through leadership, partnerships, and the efficient delivery of outstanding service to our community. City leaders are committed to keeping the pace of continued growth through fiscal stewardship and sound financial management. There are approximately 20 neighborhoods within the City representing a culturally diverse community. The City's affordable housing, small-town feel, and proximity to Phoenix have attracted young working families looking for community cohesion and a less hurried pace. Incorporated in 1951, El Mirage was primarily a compact residential community; the 2010 Census revealed a 318% population increase (1990-2010) that was directly impacted by the housing bubble and long-term recession. El Mirage has a poverty rate of 14.6% (3.3% more than Maricopa County) and a 65.4% minority rate (18.8%) higher than the County (US Census, 2021).

11. What is the extent to which your water conservation activity achieves one or more of the following (select all that apply):

Long-term reductions in water use, Improvements in water use efficiency

Describe:

Long-term reductions in water use - Water used for training will no longer be lost, but instead will be reused.

Improvements in water use efficiency - The equipment will allow for multiple uses of water through a recirculation system.

12. What is the extent to which your water conservation activity addresses one of more of the following:

Groundwater depletion

Describe:

The ability to reuse water for training lowers the need for groundwater pumping.

13. How will your water conservation activity align with a local, regional, or statewide water plan or integrated resource management plan?

This conservation activity aligns with the ADWR fifth management plan to conserve and manage groundwater resources in the Phoenix AMA. It also aligns with water resource goals of the City of El Mirage 2020 General Plan to manage consumption and maximize water conservation.

14. What are the costs and benefits of your water conservation activity, including any environmental impacts?

The cost will include the purchase of the DRAFTS Unit and the time for training employees on operation and maintenance. The benefit of decreased water use for training will have a positive impact with decreased groundwater pumping volumes.

15. How will you measure the effectiveness of the conservation activity?

Using the history of required training activities and the water consumption used, we can identify the overall water savings for each year moving forward. The DRAFTS Unit also contains a meter for tracking water use.

III. Funding Sources

16. If your water conservation activity is eligible for funding from WIFA's Long-Term Water Augmentation Fund or Water Supply Development Fund, does the nature of your conservation activity make funding from those funds impractical, and why?

It is believed to not be eligible.

17. Would the conservation activity be otherwise implemented without this grant funding? Explain.

No. Currently, there is no funding available in the general fund budget to obtain the DRAFT unit and implement this conservation activity.

18. To what extent will your water conservation activity maximize or leverage multiple available funding sources, including federal funding?

Purchase of the DRAFTS Unit would only be possible if grant funds are awarded.

19. Are there cost-sharing opportunities with other applicants or other parties? Explain.

There are no other cost sharing opportunities at this time.

20. What is the source and amount of the match (including in-kind match)?

The source of match in the amount of \$27,857 will be allocated from the City's general fund.

IV. Capacity, Feasibility, & Public Comment

21. What qualifications and capacity do you have for completing your proposed water conservation activity? Include any past managerial deficiencies and provide the name(s) and qualifications of the individual(s) or entities who will be managing this activity.

The El Mirage Fire Department has a Certified Training Chief that will develop and manage procedures to implement the training system, and ensure all water usage is drastically reduced to conserve resources.

22. Will there be significant management impacts as the result of the proposed conservation activity, or any technology associated with the conservation activity? (For example: additional costs or staffing requirements)

No, there will not be additional costs or staffing requirements for this conservation activity.

23. Will the proposed conservation activity promote collaborative partnerships to address water-related issues? Explain.

Yes, the El Mirage Fire Department will make the system available for other local departments to use in fire training that requires the flowing of water.

24. What is the stakeholder involvement in the conservation activity planning process?

Large purchases are discussed and voted on at Council Meetings. The request to submit a grant application for this conservation activity was approved by the El Mirage City Council at the 10/17/2023 Council Meeting which are open to the public.

25. Will the proposed conservation activity include public outreach and opportunities for the public to learn about the conservation activity? Explain.

Yes, the department will utilize public service announcements, social media, and other opportunities to educate the public on water conservation methods, and how the City is doing its part to conserve water by changing the way we train and maintain readiness.

26. Is there community and/or sector support for the conservation activity? Explain.

Yes, city management has expressed support for water conservation and for City departments to work in reducing overall water usage.

27. How feasible is it to complete your water conservation activity? Explain.

This conservation activity will be completed with the purchase of the DRAFT Unit, placing it into service, and continued operation.

28. If the conservation activity is a continuation of ongoing activities, has the activity been shown to be effective? If a new activity, has the proposed project, technology, or technique previously been implemented?

This is a new conservation activity to the City of El Mirage, but has been implemented in numerous fire departments in the United States, conserving massive amounts of water.

29. Will the proposed conservation activity implement an established Best Management Practice? Explain.

Yes, the conservation activity will establish best management practices for firefighter training and water use in the City.

Additional Supporting Documentation (pdf, jpg, word, excel)

4 - WCGF Budget Template.xlsx

Additional Supporting Documentation (pdf, jpg, word, excel)

DRAFTS UNIT Quote 9.26.2023.docx

Additional Supporting Documentation (pdf, jpg, word, excel)

DRAFTS UNIT - How It Works.jpg

Additional Supporting Documentation (pdf, jpg, word, excel)

El Mirage Application Certification 11-16-23.pdf

Additional Supporting Documentation (pdf, jpg, word, excel)

Average Score

of Reviews

0

of Denials

0

Please use the following link to view the Budget

Budget Worksheet

View Budget Worksheet

<https://portal.ecivis.com/peerBudget/06D1AC79-AE7A-4B21-BC68-7931E405F961>

Application Goals

View Application Goals

<https://portal.ecivis.com/peerGoals/E9067F8D-A44A-4007-BEB7-BDBD09B6F483>

Did you include indirect costs in your budget?

No

EXHIBIT B

Board Resolution

[See attached]

Grant Resolution 2024-161–City of El Mirage
Water Infrastructure Finance Authority of Arizona

Section 1: Resolution

WHEREAS, the Water Infrastructure Finance Authority of Arizona (the “*Authority*”) has received from the City of El Mirage (the “*Local Grantee*”) a request (the “*Grant Application*”) for the Water Conservation Grant Fund (the “*Grant*”); and

WHEREAS, the Authority has determined that the Local Grantee has met the applicable requirements of the American Rescue Plan Act (“ARPA”), and Arizona Revised Statutes §§ 41-2702 et seq. and 49-1331 et. seq.; and

WHEREAS the terms and conditions under which the Grant will be made, and the obligations of the Local Grantee will be set forth in a grant agreement (the “*Grant Agreement*”) to be executed by the Local Grantee and the Authority.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE AUTHORITY AS FOLLOWS:

The Board approves the Grant Application.

The Director of the Authority is hereby authorized and directed to execute the Grant Agreement with the Local Grantee to evidence a Grant in accordance with all applicable laws, the Grant Application, and the Summary detailed in Section 2 of this Grant Resolution.

The Director and other Authority officials, as appropriate, are authorized and directed to sign any document and take such actions as necessary and appropriate to consummate the transactions contemplated by this Resolution.

This Resolution shall take effect immediately.

Dated: February 21, 2024

David Beckham
By: David Beckham (Feb 21, 2024 15:20 MST)
Chairman

Grant Resolution 2024-161–City of El Mirage
Water Infrastructure Finance Authority of Arizona

Section 2: Summary

2.1 Grant Number

WC6-227-2024

2.2 Description

El Mirage is purchasing a Direct Recirculation Apparatus Firefighter Training (DRAFT) Unit that would reduce total water consumption during firefighter and engineer training.

2.3 Grant Amount Requested

\$83,571.90

EXHIBIT C Scope of Work

Program/Project Title:	Water Recirculation Firefighting Training System
Grant Award:	\$83,571.90
Match Amount and Source of Match (Cash and/or In-kind):	<i>(Breakdown the amount of cash and/or in-kind match being provided)</i> Match: \$27,857.30 CASH: \$27,857.30 IN-KIND:
Scope of Work:	
<p>El Mirage Fire Department Specs for D.R.A.F.T.S. Unit (Direct Recirculating Apparatus Firefighting Training Sustainability)</p> <p>Capacity Gallons: Not less than 2,000 gallons, no more than 3,000 gallons Trailer Length: Not to exceed 24 ft. Weight Empty lbs. (approximate): Not to exceed 10,000 lbs.</p> <p>Required Items</p> <p>Connections</p> <ul style="list-style-type: none"> 6 pipe core nozzle mounts – 2.5" Ss pipe nipples welded on nozzle plates (1) x 2.5" standard valve w/ female NH 6" butterfly valve on primary horizontal drafting connection (1) x 2.5" standard valve w/ auto-refill float inside 3 port FDC 4" x with (3) 2.5" brass clappered snoots with pressure relief valve 2 - 6" hoses 10' in length 1 - 6" portable hydrant with dual barrel 5" x 2 1/2" 1 - 1 1/2" water supply fitting with ball valve 1 - 6" draft port with ball valve incorporated with drafting riser 1 - 6" expansion drafting port – capped <p>Ability to use handheld hose streams and expel water into unit for hose stream training</p> <p>Features</p> <ul style="list-style-type: none"> Wrap designed, printed and applied to include Fire Department seals, shields and logos Galvanized diffuser screen/shield Aluminum folding steps where required Hinged access stairs with rail Safety railing around rear deck Interior floor drain – 3" ball/dump valve 2 – 5/8" ball hitch or pintle 4 corner jacks for support Interior 1.5" standpipe/sprinkler prop with resistance and pressure relief valve 1.5 in. water fill with float ball shut-off valve Front deck mounted storage box Side opening "window" with diffuser <p>Optional Items</p> <ul style="list-style-type: none"> Roof target 5' x 5' multi-layered galvanized steel Swinging target mounted to deflector shield Water meter 	
Purpose of project/program:	
<p>El Mirage is purchasing a Direct Recirculation Apparatus Firefighter Training (DRAFTS) Unit that would reduce total water consumption during firefighter and engineer training.</p>	

Scope of Work Schedule

Estimated grant draws by month for the fiscal period beginning November 2023 and ending June 2026

Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23
N/A	N/A	N/A	N/A	\$	\$
Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
\$	\$	\$	\$	\$	\$

Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24
\$ 41,785.45	\$	\$ 41,785.45	\$	\$	\$
Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25
\$	\$	\$	\$	\$	\$

Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25
\$	\$	\$	\$	\$	\$
Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26
\$	\$	\$	\$	\$	\$

Total \$ -

Note all grants must adhere to the following benchmarks as described in section 2.6.3 of this grant agreement.

- Expend 5% of the Award by December 2, 2024.
- Expend 50% of the Award by December 31, 2025.
- Expend 75% of the Award by March 31, 2026.

Scope of Work Schedule Narrative:
<i>(Describe timelines, expectations of when projects will start/complete, etc.)</i>
El Mirage Fire Department will place order for D.R.A.F.T.S. Unit by July 1, 2024. Vendor indicated they anticipate eight (8) weeks for delivery, and expected arrival date of the unit would be September 1, 2024. At that time the remaining balance will be due and payable to vendor.

EXHIBIT D

General Terms and Conditions

All defined terms used herein that are not otherwise defined or described herein, shall have the meanings ascribed to them in the Agreement attached hereto.

1. Agreement Interpretation.

- 1.1. Captions and Headings. The captions and headings contained in this Agreement are included for convenience of reference only and are not intended to limit or enlarge the terms of this Agreement.
- 1.2. Choice of Law. The substantive laws of Arizona shall govern the interpretation, validity, performance and enforcement of this Agreement. A tribal government, by executing this Agreement, hereby waives any defense it may have of tribal sovereign immunity for the limited purpose of providing for the enforcement of this Agreement in accordance with its terms.
- 1.3. Date Calculation. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.
- 1.4. Implied Agreement Terms. Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated in it.
- 1.5. Order of Precedence. In the event of a conflict in the provisions of the Agreement, as accepted by the Grantee and the Authority, and as they may be amended from time to time, the following shall prevail in the order set forth below:
 - 1.5.1. Federal provisions;
 - 1.5.2. Agreement Amendments;
 - 1.5.3. Agreement; then
 - 1.5.4. General Terms and Conditions.
- 1.6. Relationship of Parties. Neither Party to this Agreement shall be deemed to be the employee or agent of the other Party to the Agreement.
- 1.7. Severability. If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.
- 1.8. Third-Party Rights. Nothing in this Agreement is intended to create any third-party beneficiary rights; and Grantee and the Authority expressly state that this Agreement does not create any third-party rights of enforcement.
- 1.9. Waivers. No term or provision hereof will be considered waived by either Party, and no breach is excused or consented to by either Party, unless such waiver or consent is in writing and signed on behalf of the Party against whom the waiver is asserted. No express or implied consent by either Party to, waiver of, or failure of a Party to enforce its rights with respect to a breach by the other Party shall constitute consent to or, waiver of any subsequent or other breach by the other Party. Neither the failure nor the delay of the Authority to exercise any right, power or privilege under this Agreement

shall operate as a waiver thereof or shall any single or partial exercise of any right, power or privilege preclude any further exercise of any other right, power or privilege.

2. Agreement Administration and Operation.

- 2.1. Accounting. Grantee shall maintain for the purposes of this Agreement an accounting system or procedures and practices that conforms to generally accepted accounting procedures.
 - 2.2. Audits and Inspections. The Authority shall have the right of access to records of the Grantee in order to conduct audits or other investigations. Upon request, the Authority's authorized representatives shall be provided with access and shall have the right to examine all documents, financial records, facilities, and activities related to Grantee's performance of this Agreement and to the receipt and expenditure of the Award. Grantee agrees to rectify issues identified in audits within the Authority prescribed time periods. Failure to comply with the request for audit or inspection, or a lack of documentation and records, is cause for termination of this Agreement or withholding of future disbursements.
 - 2.3. Audit Exceptions. If federal or state audit exceptions are made relating to this Agreement, Grantee shall reimburse all costs incurred by the State of Arizona and the Authority associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorney's fees, travel costs, penalty assessments, and all other costs of whatever nature. Immediately upon notification from the Authority, Grantee shall reimburse the amount of the audit exception and any other related costs directly to the Authority as specified by the Authority in the notification.
 - 2.4. Procurement. Procurement of labor, services, supplies, materials, and equipment shall be conducted according to applicable federal, state, and local statutes. The Authority may review any procurement solicitations that Grantee issues. The Authority's review and comments will not constitute an approval of the solicitation. Regardless of the Authority's review, the Grantee remains bound by all applicable laws, regulations, and Agreement terms. If during its review, the Authority identifies any deficiencies, then the Authority shall communicate those deficiencies to the Grantee within seven (7) business days.
 - 2.5. Retention. Pursuant to A.R.S. § 35-214 and 35-215, Grantee shall retain all records relating to this Agreement for a period of five years from the date of final payment to Grantee or as required by applicable law, whichever is longer.
3. Insurance. Grantee and its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Grantee, its agents, representatives, employees or subcontractors.
- 3.1. The Insurance Requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Grantee from liabilities that arise out of the performance of the work under this Agreement by the Grantee, its agents, representatives, employees or subcontractors, and the Grantee is free to purchase additional insurance.
 - 3.2. Minimum Scope and Limits of Insurance. Grantee shall provide coverage with limits of liability not less than those stated below.

Water Conservation Grant Fund

3.2.1. Commercial General Liability (CGL) – Occurrence Form. Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$50,000
- Each Occurrence \$1,000,000

3.2.1.1. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Grantee.

3.2.1.2. The policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

3.2.2. Business Automobile Liability. Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

3.2.2.1. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Grantee involving automobiles owned, hired and/or non- owned by the Grantee.

3.2.2.2. The policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

3.2.3. Workers' Compensation and Employers' Liability.

- Workers' Compensation Statutory
- Employers' Liability
 - o Each Accident \$1,000,000
 - o Disease – Each Employee \$1,000,000
 - o Disease – Policy Limit \$1,000,000

3.2.3.1. The policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

3.2.3.2. This requirement shall not apply to any entity that is exempt under A.R.S. § 23-901, and when such entity executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Water Conservation Grant Fund

- 3.3. Additional Insurance Requirements. The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:
 - 3.3.1. The Grantee's policies, as applicable, shall stipulate that the insurance afforded the Grantee shall be primary and that any insurance carried by the Authority, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621(E).
 - 3.3.2. Insurance provided by the Grantee shall not limit the Grantee's liability assumed under the indemnification provisions of this Agreement.
- 3.4. Notice of Cancellation. Applicable to all insurance policies required within the Insurance Requirements of this Agreement, Grantee's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Grantee must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).
- 3.5. Acceptability of Insurers. Grantee's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Grantee from potential insurer insolvency.
- 3.6. Verification of Coverage. Contractor shall furnish the Authority with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Grantee has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates. All such certificates of insurance and policy endorsements must be received by the State before work commences. The Authority's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement. Each insurance policy required by this Agreement must be in effect at, or prior to, commencement of work under this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of the Agreement. All certificates required by this Agreement shall be sent directly to the Authority. The State of Arizona project/Agreement number and project description shall be noted on the certificate of insurance. The Authority reserves the right to require complete copies of all insurance policies required by this Agreement at any time.
- 3.7. Subcontractors. Grantee's certificate(s) shall include all subcontractors as insureds under its policies or Grantee shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Authority reserves the right to require, at any time throughout the life of this contract, proof from the Grantee that its subcontractors have the required coverage.
- 3.8. Exceptions. In the event the Grantee or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self- insurance. If the Grantee or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

Water Conservation Grant Fund

4. Certifications Required by State Law.

- 4.1. If the Grantee is a Company as defined in A.R.S. § 35-393, the Grantee certifies that it is not currently engaged in a boycott of Israel as described in A.R.S. § 35-393 and will refrain from any such boycott for the duration of this Agreement.
 - 4.2. The Grantee further certifies that it shall comply with A.R.S. § 35-394, regarding use of the forced labor of ethnic Uyghurs, as applicable.
 - 4.3. Immigration Laws. Grantee certifies and warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges that any contractor or subcontractor who is contracted by Grantee to perform work related to this Agreement shall warrant its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214(A). Any breach of this warranty shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement. The Authority retains the legal right to inspect the employment records of any employee of any contractor or subcontractor who performs work related to this Agreement to ensure that the contractor or subcontractor is complying with the warranty in this paragraph and that the contractor agrees to make all employment records of said employee available during normal working hours to facilitate such an inspection.
 - 4.4. Non-Discrimination. Grantee certifies and warrants that it shall comply with the provisions of State Executive Order 2009-9. In performing this Agreement, Grantee shall not, and shall ensure that any and all contractors, subcontractors, employees, agents, volunteers, officers, officials, directors, volunteers, and affiliates, also shall not discriminate, harass, or allow harassment against any person on the basis of sex, race, color, ancestry, religious cred, national origin, physical disability, mental disability, medical condition, age, marital status, or any other basis prohibited under law. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
5. Reversion of Remaining Funds. Upon expiration or termination of this Agreement, Grantee shall transfer to the Authority any unexpended funds provided to Grantee by the Authority under this Agreement.

Acknowledgment

The Grantee, City of El Mirage, hereby acknowledges and accepts the above terms and conditions. I hereby certify that I represent a legal entity with authority to enter into this Agreement.

By: J. Crystal Dyches
Signature

Date: 03/14/2024

J. Crystal Dyches, City Manager

Print Name and Title

For: City of El Mirage
Grantee Name

Tax ID No.: 86-6000767

EXHIBIT E

Federal Provisions

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Grantee provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Grantee's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance.

Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. The assurances apply to all federal financial assistance from, or funds made available through the Department of the Treasury, including any assistance that the Grantee may request in the future. The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Grantee's program(s) and activity(ies), so long as any portion of the Grantee's program(s) or activity(ies) is federally assisted in the manner prescribed above.

All defined terms used herein that are not otherwise defined or described herein, shall have the meanings ascribed to them in the Agreement attached hereto.

ARTICLE I - ARPA Terms and Conditions

- 1.1. Accounting. Grantee shall maintain for the purposes of this Agreement an accounting system or procedures and practices that conforms to Generally Accepted Accounting Principles. As defined by 2 C.F.R. Part 200, Subpart A, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board and the Financial Accounting Standards Board.
- 1.2. Use of Funds. Grantee understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- 1.3. Capabilities. Grantee will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- 1.4. Reporting. The Grantee agrees to comply with any reporting obligations established by Treasury as they relate to this award.
- 1.5. Maintenance of and Access to Records. Grantee shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. The Treasury Office of the Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Grantee in order to conduct audits or other investigations. Records shall be maintained by Grantee for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
- 1.6. Pre-Award Costs. Pre-award costs are allowable only to the extent permitted in 2 C.F.R. § 200.458. Pursuant to the Treasury's SLFRF FAQ, Section 2.6, the ARPA final rule permits funds to be used to cover costs incurred beginning on March 3, 2021. Pre-award costs shall be allowable subject to the terms and conditions of the Agreement.

Water Conservation Grant Fund

- 1.7. Administrative Costs. Grantee may use funds provided under this award to cover both direct and indirect costs.

- 1.8. Compliance with Applicable Law and Regulations. Grantee agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation, the following:
 - 1.8.1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - 1.8.2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - 1.8.3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - 1.8.4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
 - 1.8.5. Grantee Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - 1.8.6. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - 1.8.7. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - 1.8.8. Generally applicable federal environmental laws and regulations.

- 1.9. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - 1.9.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
 - 1.9.2. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

- 1.9.3. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;
 - 1.9.4. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto; and
 - 1.9.5. The Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- 1.10. Remedial Actions. In the event of Grantee’s noncompliance with section 603 of the Act, other applicable laws, Treasury’s implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
 - 1.11. False Statements. Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
 - 1.12. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Grantee] by the U.S. Department of the Treasury.”
 - 1.13. Debts Owed the Federal Government. Any funds paid to Grantee: (1) in excess of the amount to which Grantee is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Grantee shall constitute a debt to the federal government. Any debts determined to be owed the federal government must be paid promptly by Grantee. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Grantee knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
 - 1.14. Disclaimer. The United States expressly disclaims all responsibility or liability to Grantee or third persons for the actions of Grantee or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. The acceptance of this award by Grantee does not in any way establish an agency relationship between the United States and Grantee.
 - 1.15. Protections for Whistleblowers. In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of

Water Conservation Grant Fund

gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced in the paragraph above includes the following:

- 1.15.1. A member of Congress or a representative of a committee of Congress.
 - 1.15.2. An Inspector General.
 - 1.15.3. The Government Accountability Office.
 - 1.15.4. A Treasury employee responsible for contract or grant oversight or management. An authorized official of the Department of Justice or other law enforcement agency;
 - 1.15.5. A court or grand jury; or
 - 1.15.6. A management official or other employee of Grantee, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
 - 1.15.7. Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- 1.16. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
 - 1.17. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Grantee should establish workplace safety policies to decrease accidents caused by distracted drivers.

ARTICLE II – Civil Rights Compliance

- 2.1. Grantee ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- 2.2. Grantee acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Grantee understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Grantee shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Grantee understands and

Water Conservation Grant Fund

- agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Grantee's programs, services, and activities.
- 2.3. Grantee agrees to consider the need for language services for LEP persons when Grantee develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>. OMB Approved No. 1505-0271 Expiration Date: April 30, 2025.
 - 2.4. Grantee acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Grantee and Grantee's successors, transferees, and assignees for the period in which such assistance is provided.
 - 2.5. Grantee acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Grantee and the Grantee's sub-grantees, contractors, subcontractors, successors, transferees, and assignees: The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Grantees of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
 - 2.6. Grantee understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Grantee, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.
 - 2.7. Grantee shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Grantee shall comply with information requests, on-site compliance reviews and reporting requirements.
 - 2.8. Grantee shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Grantee also must inform the Department of the Treasury if Grantee has received no complaints under Title VI.
 - 2.9. Grantee must provide documentation of an administrative agency or court's findings of non-

Water Conservation Grant Fund

compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other OMB Approved No. 1505-0271 Expiration Date: April 30, 2025, agreements between the Grantee and the administrative agency that made the finding. If the Grantee settles a case or matter alleging such discrimination, the Grantee must provide documentation of the settlement. If Grantee has not been the subject of any court or administrative agency finding of discrimination, please so state.

- 2.10. If the Grantee makes sub-awards to other agencies or other entities, the Grantee is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients. The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law. Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Grantee's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Grantee is in compliance with the aforementioned nondiscrimination requirements.

ARTICLE III - Conflicts of Interest Acknowledgment

- 3.1. Conflicts of Interest. Grantee understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity (program or project) funded under this award. Grantee must disclose in writing to the Authority, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
 - 3.1.1. The Grantee must maintain standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.
 - 3.1.2. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
 - 3.1.3. The officers, employees, and agents of the Grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. However, Grantees may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value.

ARTICLE IV - Debarment and SAM.GOV Certification

- 4.1. The Grantee certifies that, neither the Grantee nor any owner, partner, director, officer, or principal of the Grantee, nor any person in a position with management responsibility or responsibility for the administration of federal funds:
 - 4.1.1. Is presently debarred, suspended, proposed for debarment, and declared ineligible or

Water Conservation Grant Fund

voluntarily excluded from covered transactions by any federal or state department/agency;

- 4.1.2. Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 4.1.3. Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
 - 4.1.4. Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- 4.2. The Grantee is “Actively” registered with SAMS (Service for Award Management) and has been assigned the following UEI Number: N7NGSJEHMBP7 found at www.sam.gov. Include date SAM.GOV registration begins and ends June 25, 2024.
- 4.3. The Grantee further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

ARTICLE V - Lobbying Certificate Disclosure

- 5.1. For each bid, request for reimbursement, or offer, that exceeds \$100,000, the Grantee certifies, to the best of his or her knowledge and belief, that:
 - 5.1.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - 5.1.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
 - 5.1.3. The Grantee shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 5.2. This certification is a material representation of the fact upon which reliance was placed when this

transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by 31 CFR Part 21.

ARTICLE VI - Audit Statement

- 6.1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. [Subpart F – Audit Requirements](#) of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- 6.2. If Grantee expends more than seven hundred and fifty thousand dollars (\$750,000) in federal awards during a fiscal year, Grantee will be subject to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements and Grantee must:
 - 6.2.1. Provide a copy of Grantee’s single audit in the eCivis file reporting area; and
 - 6.2.2. Upload a copy of Grantee’s alternative audit or financial budget audit in the eCivis file reporting area.

ARTICLE VII – Non-supplanting Certification

- 7.1. Supplanting. Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If the Authority has reason to believe supplanting has or will occur, the Grantee shall supply documentation demonstrating that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- 7.2. Certification. By signing this Agreement, the Grantee certifies that any funds awarded under this Agreement shall be used to supplement existing funds for activities contemplated under this Agreement and will not supplant or replace nonfederal funds that have been appropriated for the purposes and goals of the Agreement.
- 7.3. Penalties. The Grantee understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds awarded under the Agreement, suspension or debarment from federal grants, recoupment of monies provided under this Agreement, and civil and/or criminal penalties.

ARTICLE VIII – Miscellaneous

- 8.1. Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms. Grantee shall take affirmative steps to solicit and include small, minority, and women owned businesses, when possible, in an effort to encourage participation and fair competition in providing supplies/services described in this solicitation. As set forth in 2 C.F.R. § 200.321(b)(1)-(5), such affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum

Water Conservation Grant Fund

participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. If subcontracts are to be let, Grantee shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used as required by 2 C.F.R. § 200.321.

ARTICLE IX - Acknowledgment

The Grantee, City of El Mirage, hereby acknowledges and accepts the above terms and conditions. I hereby certify that I represent a legal entity with authority to enter into this Agreement.

By: J. Crystal Dyches
Signature

Date: 03/14/2024

J. Crystal Dyches, City Manager
Print Name and Title

For: City of El Mirage
Grantee Name

Tax ID No.: 86-6000767

EXHIBIT F
Affidavit

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title] City Manager and the duly authorized representative of the Grantee and that I possess the legal authority to make this Affidavit on behalf of myself and the Grantee for which I am acting.

AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Grantee, nor any of its officers, directors, partners, or any of its employees, if any and as applicable, directly involved in obtaining or performing under agreements, contracts, loans, grants, or awards with public bodies, has been convicted of, or has had probation before judgment imposed, or has pleaded nolo contendere to a charge or bribery, attempted bribery, or conspiracy to bribe in violation of Arizona law, or the law of any other state, or federal law, except as follows *[indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the Grantee]:*

N/A

AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Grantee, nor any of its officers, directors, partners, or any of its employees, if any and as applicable, directly involved in obtaining or performing under agreements, contracts, loans, grants, or awards with public bodies, has:

1. Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
2. Been convicted of any criminal violation of a state or federal antitrust statute.
3. Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961, et seq., or the Mail Fraud Act, 18 U.S.C. § 1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract.

Water Conservation Grant Fund

4. Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), or (3) above.
5. Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract.
6. Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts, or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows ***[list each debarment or suspension, providing the dates of the suspension or debarment, the name of the public entity and the status of the proceeding, the name(s) of the person(s) involved and their current positions and responsibilities with the Grantee, and the status of any debarment]:***

N/A

AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Grantee, nor any of its officers, directors, partners, or any of its employees, if any and as applicable, directly involved in obtaining or performing under agreements, contracts, loans, grants, or awards with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows ***[indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the Grantee, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension]:***

N/A

SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Grantee, has knowingly entered into a contract with a public body under which a person debarred or suspended will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Grantee, nor any of its officers, directors, partners, or any of its employees, if any and as applicable, have in any way:

1. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the award that is being entered into with the Authority.
2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the Grantee or of any competitor, or otherwise take any action in restraint of free competitive bidding in connection with the award that is being entered into with the Authority.
3. Colluded with anyone to obtain information concerning the award that would give the Grantee an unfair advantage over others.

ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Authority and may be distributed to units of the State of Arizona and the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Arizona, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this application for an award shall be construed to supersede, amend, modify, or waive the exercise of any statutory right or remedy conferred by the Constitution and the laws of Arizona with respect to any misrepresentation made or any violation of the obligations, terms, and covenants undertaken by the Grantee with respect to this Affidavit, the award, and other Affidavits comprising part of this Agreement.

I DECLARE AND AFFIRM UNDER THE PENALTY OF PERJURY, UNDER THE LAWS OF THE STATE OF ARIZONA, THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Date: 03/14/2024

By: J. Crystal DeFazio

Name:

Title:

(Authorized Representative and Affiant)

EXHIBIT G

Reimbursement Request & Monthly Reporting Form

This Reimbursement Request & Monthly Reporting Form is included as an example of the type of report Grantee should expect to submit on a monthly basis. The Authority reserves the right to request additional information and to modify this form.

Grantee Information (Subrecipient)			
Organization		Grant No.	
Contact Person		Contact Title	
Physical Address		City, State, Zip	
Phone Number		Email	
Sam.Gov UEI #			
Organization Internal Account Number:			
Median Household Income of service area			
Lowest Quintile Income of the service area			
Project/Program Information			
Grant Amount			
Match Amount			
Total Project Cost			
Since the previous disbursement request have total project/program cost estimates changed by 5% or more due to a Change Order or other project/program event? If Yes, explain	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Projected/actual construction start date (month/year)			
Projected/actual initiation of operations date (month/year)			
Project/Program Location (address, City, and zipcode)			
Does the project/program prioritize local hires?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Does the project/program have a Community Benefit Agreement? If yes include a description of any such agreement	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Is this project aligned with another federal award? If yes, provide the federal award information and the PWS # for drinking water projects or the NPDES # for clean water projects	<input type="checkbox"/> Yes <input type="checkbox"/> No		
	Federal Grant: PWS: NPDES:		
Award Information (Subaward) – One per vendor			
Obligated Amount/Contract Amount			
Date Obligated/Contract Executed Date			
Vendor Name			
Vendor Physical Address			
Vendor City, State, Zip			
Vendor Sam.Gov UEI #			
Vendor Debarment Statement Y or N			
Expenditure during this reporting period (attach invoices for payment)			
Remaining contract amount			

All procurement documentation of Award expenditures has been maintained and can be produced upon request?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Invoices, Receipts, and other Payment Tracking – One per receipt / invoice / request for funds	
List of each contractor, subcontractor, or vendor that provided supplies, equipment, construction, or other goods or services included in this disbursement request.	
List of each invoice number and invoice date	
The amount being requested from grant proceeds	
The amount the grantee will provide as part of the 25% match requirement and the source of the match	
The total invoice amount (the amount requested, plus the match amount must equal the total invoice amount)	
Performance Measures & Outcomes	
Have you started the program/project?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If you answered Yes, what date did program/project start?	
Is the program/project 25% complete?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the program/project 50% complete?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the program/project 75% complete?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the program/project on schedule to complete the Scope of Work as described in the grant agreement? <i>If no, please note an amended Scope of Work Schedule must be submitted</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Actual water savings in acre-feet associated with this grant award (as available)	
Projected water savings in acre- feet associated with this grant award (if changed from original application)	
Most recent reported system deliveries:	
Narrative – Description of how the funds were used and what was accomplished.	

To receive reimbursement:

- **Grantee must attach invoices for costs incurred;**
- **Vendors must be registered through SAM.GOV and have an active Unique Entity Identifier (UEI) Number.**

Grantee Representative Signature

Printed Name			
Title			
Signature		Date	











WCGF Grant Agreement - El Mirage WC6-227-2024s

Final Audit Report

2024-03-15

Created:	2024-03-07
By:	Laurie Gehlsen (LGehlsen@azwifa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAACFELXt-dRXJ6IG8BqRNWeB7K-GGEwntY

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-  Document created by Laurie Gehlsen (LGehlsen@azwifa.gov)
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✔ Agreement completed.

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