

**WATER CONSERVATION GRANT FUND AGREEMENT**

**BETWEEN**

Town of Prescott Valley

**AND**

**The Water Infrastructure Finance Authority of Arizona**

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**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 Town of Prescott Valley (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

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**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 Seven Hundred Fourteen Thousand Two Hundred Seventy Four Dollars and 40/100 (\$ 714,274.40 ) (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)

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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.

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- 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 7<sup>th</sup> Ave, Suite 130  
Phoenix, AZ 85007  
Direct: (480) 647-4462  
[LGehlsen@azwifa.gov](mailto:LGehlsen@azwifa.gov)

**Grantee Project Manager**

Tracy Lund, Water Resources Advisor

7701 E. Skoog Blvd, Prescott Valley, AZ 86314

928-759-5502, tlund@prescottvalley-az.gov

Secondary contact: Melody Reifsnyder

Sage Consulting, 928-778-6759,

melodyreif95@gmail.com

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 (15<sup>th</sup>) 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

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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

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- 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

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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:

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- 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 (15<sup>th</sup>) day of each month following the date of this Agreement, and on the fifteenth (15<sup>th</sup>) 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.

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- 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.

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- 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, Town of Prescott Valley, 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: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

**Kell Palguta, Mayor**  
\_\_\_\_\_  
Print Name and Title

For: **Town of Prescott Valley** Tax ID No.: **86-0356435**  
\_\_\_\_\_  
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
_____ Date

_____ Signature <b>Kell Palguta</b> Printed Name
_____ <b>Mayor</b> Title
_____ Date

# **EXHIBIT A**

## **Application**

[See attached]

# Applications: Rainwater Harvesting for Aquifer Recharge

---

**Profile**

tlund@prescottvalley-az.gov

**Entity Name:**

Town of Prescott Valley

I. General Information

**1. Title of Project:**

Rainwater Harvesting for Aquifer Recharge

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

Programs or projects to promote groundwater recharge and improved aquifer health.

**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 Program

**Please describe the specific components that make it a program.**

The proposal includes three components that constitute a program.

1. Installation of 7 rainwater harvesting systems on public buildings owned by the Town of Prescott Valley and Yavapai-Prescott Indian Tribe. Five systems will be located on Town-owned buildings, and two on Tribal-owned buildings.
2. Implementation of a monitoring effort to track and report results.
3. Outreach and communication effort conducted by the applicant.

## 4. What is the location of conservation activity?

**City**

Town of Prescott Valley, Yavapai-Prescott Indian Tribe

**County**

Yavapai

**Program/Project Congressional District (check all that apply)**

1

**Program/Project Legislative District (check all that apply)**

2

**Watershed**

Upper Verde River & Agua Fria

**Active Management Area (if applicable):**

Prescott Active Management Area

**Irrigation Non-Expansion area (if applicable):**

NA

## 5.Conservation Activity Cost

**Amount requested from the WCGF for this activity:**

\$970,635.00

**Amount of matching funds:**

\$242,659.00

**Total conservation activity cost:**

\$1,231,294.00

***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?**

6

**Explain calculation:**

Total acre feet savings over 40-year system life is 221 (actual a.f.y. is 5.5). Calculations are included in the building specification spreadsheet uploaded with this proposal.

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

The life span of the rainwater harvesting for aquifer recharge systems is 40-years or longer, according to engineers working for Yavapai County Development Services. For the purpose of calculations required with this proposal, a lifespan of 40 years is used. Once installed, systems require little to no maintenance. The time required to install a system is one-day to two weeks, depending on its size and configuration.

Funding for the purchase and installation of monitoring supplies is included in the budget proposal; monitoring will commence immediately after installation of systems on public buildings. More information on the monitoring effort is included in the response to question #15

Funding for a comprehensive outreach and communication effort is included in the budget proposal. Outreach and communication will occur concurrently with system installation and continue throughout the grant-funded period. A detailed explanation of the outreach and communication strategy is included in the response to question #25.

All systems proposed with this application can be installed within timeframe required of ARPA funding. Time constraints associated with ARPA funding was a major factor in selecting this project. More information on the implementation timeline is included in the response to question #27.

**II. Conservation Activity Benefits and Results**

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

The Town of Prescott Valley will use grant monies to install 7 systems on public buildings owned by the Town and Yavapai-Prescott Indian Tribe. A list of public buildings identified for installation is included in the attached spreadsheet (RWH Building Specifications) uploaded with this proposal. Concurrently, the Town will launch and manage a comprehensive communication and outreach effort to educate the public about the systems and water conservation benefits/

Final system specifications are complete and uploaded with this proposal. Project implementation also includes monitoring and data collection and analysis to track and report results.

Rainwater harvesting for aquifer recharge is an innovative twist on the traditional approach to harvesting rainwater. The method uses a French-drain or concept or "recharger" that directs precipitation into the ground for long-term aquifer storage. Instead of attempting to capture rainwater in barrels or cisterns, this approach uses available storage capacity in the aquifer, capturing and recharging rainwater to offset groundwater overdraft from pumping. Systems do not require complex installation and require very little maintenance once installed.

Public building installations will require engineering to acquire building permits from the governing jurisdictions where the buildings are located.

**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.**

Non-appropriable stormwater is the water source to be conserved. According to the U.S. Geological Survey, less than 2% of precipitation landing on the watershed recharges the aquifer. This is a lost opportunity that can be mitigated with rainwater harvesting for aquifer recharge. Rainwater or sheet flow is not an appropriable source of water in Arizona, as long as it is collected prior to reaching a defined stream channel. Legislators have established few, if any, laws governing the use of rainwater or sheet flow. Rainwater or sheet flow can be used to recharge aquifers without requiring an aquifer protection permit, underground water storage permit or recharge permit from the State.

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

The Town of Prescott Valley is in central Yavapai County, approximately 80 miles northwest of the City of Phoenix, via U.S. Interstate 17 and State Route 69. It is situated between State Route 69 and State Route 89A, just east of Prescott and approximately 20 miles west of I-17 and six miles east of State Route 89. U.S. Interstate 40 is 60 miles north of Prescott Valley via State Route 89 North.

Prescott Valley, at an elevation of 5,110 feet, has a terrain characterized by rolling hills, long mesas and deep ravines that are covered with native grasses and shrubs. Two major drainage patterns cross the Town, one to the north and one to the south. In the north, the Agua Fria River flows from west to east, then southeasterly through the north and eastern portions of the area. On the south side of the Town, Lynx Creek flows from west to east, joining the Agua Fria to the east. Similarly, Clipper Wash flows through a small portion of the southern quadrant of Prescott Valley's planning area (General Plan 2035).

According to the most recent U.S. Census data, the Town population is 46,785. Median annual household income is \$60,033. Overall poverty rate is 11.6%. Approximately 20% of the population is Latino or Hispanic. There are six low-to-moderate income neighborhoods (CT6.06,BG1&2, CT6.09,BG1&2, CT6.10,BG1&2) located within Town limits that are designated as historically underserved areas with persistent poverty. Population of the six neighborhoods is 17,199 representing 36% of total residents.

Major economic activities include health and education, manufacturing, retail, and administration and government.

Town of Prescott Valley Major Employers (Prescott Valley General Plan 2035)

Employer Number of Employees

Yavapai Regional Medical Center 742

Humboldt Unified School District 680

Ace Hardware Retail Support Center 400

MI Windows and Doors 350

Walmart 330

Town of Prescott Valley 326

Fry's Food Store 230

Mountain Valley Regional Rehabilitation Hospital 225

Safeway 145

Home Depot 138

Yavapai College Prescott Valley Campus 123

The Yavapai-Prescott Indian Tribe Reservation is located on 1,400 acres that are wholly surrounded by the City of Prescott. According to Census data, the population is 309. Median per capita income is \$30,714. The tribal economy is dominated by the retail and services sector, and includes Bucky's and Yavapai Casinos, Prescott Resort, Sundog Industrial Park, and Frontier Village Shopping Center.

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

Improvements in water use efficiency

**Describe:**

Rainwater harvesting for aquifer recharge captures stormwater that would otherwise be lost and directs it into the ground for long-term aquifer storage, an efficient use of a supply that is often written off as wastewater. According to monitoring results of the four rainwater harvesting for aquifer recharge demonstration sites, 95% percent of precipitation is captured per event.

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

Groundwater depletion, Water quality issues

**Describe:**

The project area is in the Colorado River Basin, a critical conservation area identified by the Natural Resource Conservation Service with the primary resource concern insufficient water. It has been identified by the United States Bureau of Reclamation as likely to experience conflicts over water supply by 2025. In 1999, the Arizona Department of Water Resources declared a state of groundwater mining in the PrAMA. Current overdraft is about 7,000 acre-feet per year. The Northern Arizona Council of Governments in its Workforce Development Plan has identified depletion of groundwater resources as a major impediment to economic development. Stormwater management also address water quality concerns, as with the Rodeo Grounds in Prescott, one of the rainwater harvesting demonstration sites currently being managed by the Upper Verde River Watershed Protection Coalition. Rainwater harvesting for aquifer recharge reduces stormwater runoff and decreases surface water contamination resulting from residue left on parking lots, pesticides, feces from farm animals and fertilizers, etc. This request complements the Town's current efforts to develop a comprehensive municipal stormwater management plan, and its role as lead to develop a watershed wide stormwater management plan. Rainwater harvesting for aquifer recharge will also be a component of the watershed stormwater plan. The overarching goal is to support installation of the system by other jurisdictions, and homeowners served by exempt wells; the PrAMA includes the largest concentration of exempt wells in the state of Arizona.

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

Proposed conservation activities are aligned with numerous plans including the Arizona Department of Water Resources 4th and 5th Management Plans for the PrAMA, Town of Prescott Valley General Plan, Town Water Management Strategy, regional WaterSmart water conservation program, Yavapai County Comprehensive Plan, and Upper Verde River Watershed Restoration and Management Plan. All plans include a priority to support aquifer recharge, water conservation and efficient use of all water supplies. Yavapai County's Comprehensive Plan and the Coalition's Watershed Plan also include stormwater management as a priority. This request supports the Town's current effort to develop a municipality stormwater plan, and its current role as the lead government in developing a watershed wide stormwater management plan. Elements included in the Town's General Plan 2035 that support the proposal are included in Chapter 9 with the stated goal of municipal water conservation to make the most efficient use of available water supplies. The PrAMA 5th Management Plan goes into effect on January 1, 2024 when the Town's water conservation requirements will double from the current 5 to 10. This proposal addresses two Non-Per Capita Conservation Best Management Practices, further described in the response to question #29.

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

Rainwater harvesting benefits are well documented. Harvesting to support long-term aquifer recharge has additional benefits above those associated with traditional systems.

1. Supports improved aquifer recharge taking advantage of a water source that is often overlooked as a resource. All of the harvested rainwater (95% capture rate) is directed into the aquifer, supporting long-term storage in a groundwater dependent region that has been in a state of groundwater mining since 1999.
2. Minimize surface water contamination associated with stormwater runoff.
3. Systems can alleviate flooding at locations, such as public recreation areas and parking lots.
4. The system includes several configurations that allow for installation on smaller lots, and a hybrid system that allows water to be directed for landscape needs during dry periods, and redirected into the ground when outdoor watering is not required.
5. Applicability to all structures from single-family homes to larger commercial and government buildings and agricultural outbuildings located on farms and ranches.
6. Mitigates the impacts caused by human activities, such as residential and commercial development.

The budget includes:

Installation of systems - \$581,277

Engineering required for installation on non-commercial buildings - \$87,277

Purchasing of monitoring supplies including 7 pressure transducers, 4 BaroDivers, and 1 piezometer - \$32,900

Outreach and communication over the project period \$70,000'

Project and grant management over the project period - \$33,150

Indirect costs - \$88,239

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

A monitoring effort will include pressure transducers installed in the rechargers at each site, four BaroDivers to monitor barometric pressure, and a dual nesting piezometer at the Town Civic Center. Data will be downloaded no less than eight times a year and up to once a month. The Town's Water Resources Manager will be responsible for data collection and analysis. Monitoring will continue throughout the WIFA grant period and no less than three years thereafter. The monitoring effort satisfies State of Arizona requirements. Proof that the water entered the unsaturated zone or Vadose Zone, below the root zone, is the standard of practice required by the Arizona Department of Water Resources (ADWR) for calculating recharge credits on any recharge facility. It is also the standard of practice used by ADWR and the USGS in Groundwater Models and management plans for calculating incidental recharge from irrigation and from Municipal water deliveries. For example, in the Prescott AMA Fifth Management Plan, the target 80% Irrigation Efficiency for an annual irrigation demand of 3 acre-feet per acre would result in a recharge depth of around 7 inches per year compared to a Rainwater Recharger which would provide a depth of water for recharge of 36 inches per each 1" rainfall event.

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?**

The proposed activity does not qualify for funding from WIFA's Long-Term Water Augmentation Fund. It is not a water supply development project that would increase water supplies for the State of Arizona.

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

No. The Town is experiencing an issue with PFAS contamination in municipal wells. It will require an estimated \$9 million to remediate the contamination.

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

Leverage for the installation of RWH is provided through a \$2.7 Optimization of Recharge grant awarded through the USDA Natural Resource Conservation Service. A portion of that funding is dedicated to installing rainwater harvesting for aquifer recharge systems on farm and ranch outbuildings and is available to meet match requirements of WIFA funding. A match of \$242,659 represents 25% of the WIFA request..

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

Match for the current request has been secured through a federal grant.

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

The amount of the match is \$242,659 or 25% of the WIFA request. Its source is grant funding from the USDA Natural Resource Conservation Service, Regional Conservation Partnership Program.

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.**

There are no past managerial deficiencies. Parties responsible for managing the proposed activity include:

Tracy Lund is the Water Resources Manager for the Town of Prescott Valley and will be the project lead. Lund is a professional hydrogeologist with 12 years of experience in groundwater protection and conservation, as well as drinking water quality and quantity issues. She earned a Master's-of-Science from Arizona State University in Geological Sciences, with a focus on surface water-groundwater interaction. Lund is also a licensed Professional Geologist in the State of Minnesota (PG#50716) and is working to become a Registered Geologist with the State of Arizona. She will be responsible for data collection and analysis.

Heidi Dahms Foster is the Communications Manager for the Town of Prescott Valley and will oversee the communication and outreach effort proposed with this application. She supervises a growing team of four communications professionals who produce graphics, managed social media, the Town website, video content and PVTV, Prescott Valley's Community Access Channel 1056, Town News, and media and public relations. She formerly was an award-winning reporter and editor for Prescott News & Info's non-daily newspapers for 27 years and celebrated her 10th year at the Town in October 2023.

Melody Reifsnnyder, Sage Consulting, will be contracted to assist with project implementation, grant management, and public communication. A master's level geologist, she has worked with the Town for 14 years and has more than three decades of experience working in technical project development, program and project management, technical communications and outreach, and grant writing and management. She also holds a bachelor's degree in journalism and has worked as a newspaper editor, and developed and implemented numerous public relations campaigns over the years, including the WaterSmart indoor and outdoor water conservation program in use by the Town since 2009.

**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)**

There will be management impacts, and contracting assistance with project and grant management, and public outreach is included in the grant budget request.

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

The rainwater harvesting for aquifer recharge system was developed in partnership with the Towns of Prescott Valley and Chino Valley, City of Prescott, Yavapai County and the Yavapai-Prescott Indian Tribe. The first demonstration site at the Yavapai County Adult Probation Complex in Dewy-Humboldt was funded with additional funding from Yavapai County and the PrAMA Groundwater Users Advisory Commission. An additional three demonstration sites at City of Prescott Rodeo Grounds, Town of Chino Valley Library, and Territorial Elementary School in Chino Valley were funded with a grant from the Arizona Department of Water Resources. The overarching goal is to promote installation of rainwater harvesting for aquifer recharge systems across the region.

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

Primary stakeholders in the planning process included the Towns of Prescott Valley and Chino Valley, City of Prescott, Yavapai County and the Yavapai -Prescott Indian Tribe. The system was developed by the Upper Verde River Watershed Protection Coalition, a partnership of local governments.

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

Yes. Components of the outreach effort include:

- a. Development of a RWH brochure.
- b. Signage and informational materials at public schools and the library where systems are installed.
- c. Social media posts, and videos
- d. Press releases and public service announcements submitted to local print and electronic media.
- e. Project updates on the Town's website and in Town News distributed to all municipal water customers.
- f. Grassroots outreach to community groups, business and homeowner's associations, and attendance at community events, such as the Annual Yavapai County Home and Garden Show, Yavapai County Fair, Embry Riddle Aeronautical University Annual Sci-Tech Fest, and University of Arizona Cooperative Extension Project Wet Events.
- g. Distribution of print materials at high traffic locations, such as public libraries and community centers.
- h. Development of a multi-media presentation to support outreach at community meetings.

Sites selected for this project are highly visible and provide an opportunity for broad public exposure and education.

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

Yes. In 2022, the Town of Prescott Valley conducted community research to assess public knowledge of and interest in learning more about water conservation, Rainwater harvesting, in all of its possible iterations, was supported by 100% of respondents. The majority of respondents indicated they want to learn more about and participate in water conservation. They considered the Arizona Department of Water Resources; Town News, written by the Town communication's staff; and the Town's website to be the most trustworthy sources for information on water-related issues. Although research was contracted by the Town, to preserve the efficacy of results, municipal staff did not participate in conducting the focus groups, community survey, or tabulation of results. Research was conducted by a local, independent firm based in Prescott Valley.

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

Installation of a rainwater harvesting for aquifer recharge system is not a complicated construction project. This was a consideration when making the decision to apply for a grant with a timeline constrained by ARPA funding. It will require 18 months to two years to complete the project – nine months to get all systems installed followed by a year of monitoring. Outreach and communication will occur concurrently with installation and continue throughout the project period and beyond. Monitoring will begin immediately following installation and continue throughout the grant period, and for at least three years thereafter. Final system specifications are complete and are uploaded with this proposal.

Timeline:

1. Outreach and communication – start immediately after award and continue throughout the WIFA grant period. Publicity developed will include recognition of the WIFA award, and in accordance with WIFA policies for development and distribution of information.
2. Hire contractor(s) to install systems – Complete within 60 days of grant award, contractors identified through the Yavapai County Contractor's Association
3. Install systems throughout the first year of the WIFA grant period
4. Monitor results and analyze data during the second year of the grant period

**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?**

Yes, the activity is a continuation of ongoing activities. Rainwater Harvesting for Aquifer Recharge was developed by the Upper Verde Watershed Protection Coalition in 2017. The first demonstration site, located at the Yavapai County Adult Probation Complex in Dewey-Humboldt, was funded by Yavapai County and the Arizona Department of Water Resources Groundwater Users Advisory Commission. Installation of an additional three demonstration sites on public buildings in the City of Prescott and Town of Chino Valley was funded with a grant from the Arizona Department of Water Resources. That project will conclude in August 24. Demonstrations over the six years serve as proof of concept for the system. A semi-annual report submitted to the Arizona Department of Water Resources is uploaded with this proposal.

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

Yes. The proposed activities will result in an estimated water that is put in the ground for long-term aquifer storage, an identified Best Management Practice by the Arizona Department of Water Resources, Arizona Water Board, Central Arizona Water Conservation District, and in Arizona Revised Statutes. Rainwater harvesting is also an NRCS approved practice. The Arizona Department of Water Resources 5th Management Plan for the PrAMA will go into effect on January 1, 2024 when the Town of Prescott Valley's water conservation requirements double from the current five to 10. This proposal is aligned with two Non-Per Capita Best Management Practices:

1. Water providers contribute financial support or provides in-kind services for piloting a new technology or technique that will enhance their conservation program decision making and development, improve water efficiency, reduce reliance on non-renewable resources, improve demand management practices, or result in water savings.
2. Water providers or subject matter experts engaged by a provider conduct a quantitative analysis of an existing BMP or a new or emerging technology or practice that yields results regarding actual water savings. The evaluation should state the effectiveness of the practice or technology, volume of water savings, and should discuss potential for larger-scale implementation.

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

Rainwater Harvesting for Aquifer Recharge Specifications.pdf

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

2020-3128 ADWR Semi-Annual Report2 (1).docx

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

5th MP Municipal BMPs.pdf

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

RWH Bldg Specifications.xlsx

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

WIFA Budget Worksheet RWH.xlsx

**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/49D30F95-6CFD-488A-905F-213675C86DF5>

## Application Goals

**View Application Goals**

<https://portal.ecivis.com/peerGoals/BDA7236D-F788-4EDA-BA35-D531197B643B>

**Did you include indirect costs in your budget?**

Yes

## **EXHIBIT B**

### **Board Resolution**

[See attached]

***Grant Resolution 2024-274 – Town of Prescott Valley***  
***Water Infrastructure Finance Authority of Arizona***

**Section 1: Resolution**

WHEREAS, the Water Infrastructure Finance Authority of Arizona (the “*Authority*”) has received from the Town of Prescott Valley (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 a portion of the Grant Application as detailed in section 2 of this Grant Resolution.

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.

**PASSED AND ADOPTED** by the Board of Directors for the Water Infrastructure Finance Authority of Arizona on this 15th day of May 2024.

The Chairman of the Board of Directors certifies that the above is a true and correct copy of the resolution that was duly adopted at a public meeting of the Water Infrastructure Finance Authority on the date referenced above.

By: *David Beckham*  
David Beckham (May 16, 2024 14:20 PDT)  
Signature of Chairman

# ***Grant Resolution 2024-274 – Town of Prescott Valley***

## ***Water Infrastructure Finance Authority of Arizona***

### **Section 2: Summary**

#### **2.1 Grant Number**

**WC6-263-2024**

#### **2.2 Description**

The Town of Prescott Valley will install 7 rainwater harvesting systems on public buildings owned by the Town of Prescott Valley and Yavapai-Prescott Indian Tribe. The applicant will also have efforts for outreach/communication.

#### **2.3 Grant Amount**

**\$714,274.40**

## EXHIBIT C

### Scope of Work

Program/Project Title:	Rainwater Harvesting for Aquifer Recharge
Grant Award:	\$714,274.40
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: \$178,569.00 CASH: X IN-KIND:
<b>Scope of Work:</b>	
<p>WIFA personnel reduced the original Town of Prescott Valley grant request of \$970,635 to \$714, 274. The Town will install rainwater harvesting for aquifer recharge systems on as many buildings as funding allows. Project implementation steps include:</p> <ol style="list-style-type: none"> <li>1. Bid process to identify contractor to install systems. Bid process includes developing bid packet, establishing bid review committee, advertising, bid evaluation, and selection and hiring of contractor.</li> <li>2. Hire engineer either from the state approved vendor list, or the engineer of record for the Town of Prescott Valley</li> <li>3. Outreach and education throughout the project period. Outreach and communication will include news releases, site tour, regular project updates on town social media platforms, in Town News and on the town website, and development of a brochure on rainwater harvesting for aquifer recharge.</li> <li>4. Install systems and monitoring supplies according to engineering and system specifications.</li> <li>5. Monitor results quarterly and after significant precipitation events. Monitoring will continue throughout the project period and beyond.</li> <li>6. Project management throughout the project period</li> </ol>	
<b>Purpose of project/program:</b>	
<p>The Town of Prescott Valley will install 7 rainwater harvesting systems on public buildings owned by the Town of Prescott Valley and Yavapai-Prescott Indian Tribe. The applicant will also have efforts for outreach/communication.</p> <p>Note: Please see above Scope of Work. The Scope of the Project was revised to reflect a reduction in the grant amount originally requested from WIFA.</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
\$	\$	\$	\$	\$	\$ 38,000
Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25
\$	\$ 98,000	\$	\$	\$	\$ 198,000

Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25
\$	\$ 140,000	\$	\$	\$	\$ 160,000
Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26
\$	\$	\$ 80,274	\$	\$	\$

**Total \$ 714,274 -**

*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>
Project is expected to start in mid-July 2024. Funding is anticipated to be expended by March 2024. Project Schedule includes outreach and communication throughout project period, bid process to be complete by September 20, 2024, hiring of engineer by August 15, 2024 from state approved vendor list or town engineer of record, complete engineering by January 31, 2025, install systems and monitoring equipment by January 31, 2026, and monitoring and data collection.

## **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, Town of Prescott Valley, 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: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**Kell Palguta, Mayor**

\_\_\_\_\_  
Print Name and Title

For: Town of Prescott Valley  
Grantee Name

Tax ID No.: 86-0356435

## **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.

- 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

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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

- 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-

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

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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: MZF4F2NL88Y8 found at [www.sam.gov](http://www.sam.gov). Include date SAM.GOV registration begins and ends August 31 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

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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, Town of Prescott Valley, 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: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**Kell Palguta, Mayor**

\_\_\_\_\_  
Print Name and Title

For: **Town of Prescott Valley**  
\_\_\_\_\_  
Grantee Name

Tax ID No.: 86-0356435

**EXHIBIT F**  
**Affidavit**

**AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

I am the [title] Water Resources Advisor 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

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**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.

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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

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**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

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**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: \_\_\_\_\_

By: \_\_\_\_\_

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
<b>Invoices, Receipts, and other Payment Tracking – One per receipt / invoice / request for funds</b>	
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)	
<b>Performance Measures &amp; Outcomes</b>	
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:	
<b>Narrative – Description of how the funds were used and what was accomplished.</b>	

**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	