

**STATE OF UTAH GRANT AGREEMENT
UTAH LAKE PRESERVATION GRANT PROGRAM
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER QUALITY**

**Payson City
State Fiscal Year 2023**

- 1. GRANT AGREEMENT PARTIES:** This Utah Lake Preservation Grant Program Grant Agreement (this “Agreement”) is between the State of Utah, Division of Water Quality (the “Division”), and the following Grantee:

Grantee Name: Payson City
Grantee Address: 439 West Utah
Avenue
Payson, UT 84651

Federal Tax ID: 87-6000262
Legal Status of Grantee: Local Government
SAM UEI#: _____

Contact Person: Travis Jockumsen
Phone #: (801) 465-5200
Email: travisj@payson.org

2. METHOD OF DISTRIBUTION:

Upon completion of this Agreement, the Grantee shall submit invoices requesting payments per section 3 of Attachment C – TERMS AND CONDITIONS.

3. GENERAL PURPOSE OF AGREEMENT:

The general purpose of this Agreement is to provide American Rescue Plan Act of 2021, Coronavirus State Fiscal Recovery Fund (CFDA #: 21.027) (FAIN: SLFRP3929) to Grantee, as directed by the Utah State Legislature in Utah Code § 63J-4-801, *et seq.*, to be used, in conjunction with Grantee’s matching funds, for the following project: Payson City Wastewater Treatment Plant Upgrade.

4. AGREEMENT PERIOD:

Effective Date: 12/14/2022
Termination Date: December 31, 2026, with no option for renewal or extension.
Incurred Costs Period: As set forth in the U.S. Department of the Treasury’s implementing regulations, Grantee may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024, as long as the award funds for the obligations incurred by December 31, 2024 are expended by December 31, 2026.

Unless either party terminates this Agreement in accordance with the terms and conditions herein, this Agreement will remain in effect for the entire term.

- 5. AGREEMENT AMOUNT:** The Division shall pay to the Grantee no more than a maximum of \$6,065,355.00 for costs authorized under this Agreement. All expenditures and activities must comply

with all attachments herein and must occur before this Agreement terminates. Funding must not be used for purposes contrary to federal, state, or local laws.

6. ATTACHMENTS INCLUDED AND MADE PART OF THIS AGREEMENT:

Attachment A – SCOPE OF WORK

Attachment B – REPORTING REQUIREMENTS

Attachment C – TERMS AND CONDITIONS

Attachment D – FFATA CERTIFICATION

Attachment E – DISBURSEMENT REQUEST FORMS

Any conflicts between Attachment C and any other Attachment will be resolved in favor of Attachment C.

7. AGREEMENT INFORMATION:

Grantor: Utah Division of Water Quality
Address: 195 N. 1950 West, Salt Lake City, UT 84114
Contact Name: Ken Hoffman
Contact Title: Engineering Section Manager
Contact Phone: (801) 536-4313
Contact Email: kenhoffman@utah.gov

8. AGREEMENT EXECUTION:

Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal Agreement binding on the parties and enforceable in accordance with its terms. This Agreement is not fully executed until all parties have signed this Agreement.

BY SIGNING THIS AGREEMENT, THE GRANTEE HEREBY ACKNOWLEDGES THAT THE GRANTEE HAS READ, UNDERSTOOD, AND AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

THE STATE OF UTAH
Division of Water Quality

Payson City

Name: John K. Mackey
Title: Director
Date:

Name: William R. Wright
Title: Mayor
Date: November 1, 2023

ATTEST:

Kim E. Holindrake, City Recorder

**ATTACHMENT A:
UTAH LAKE PRESERVATION GRANT PROGRAM
SCOPE OF WORK**

Project Statement:

This project consists of the construction of upgrades to the Payson City Wastewater Treatment plant by installation of a BNR process, as well as improvements to influent and effluent treatment processes. From the \$6,065,355 total funding, \$2,000,000 of the funding must be utilized to construct capacity for Payson Fruit Growers to discharge BOD loading into the treatment plant.

Project Deliverables / Performance Measures:

We will measure the benefit of this project by ongoing monitoring of effluent quality which is required to be submitted through DMR reporting requirements, monitoring will show the improvement in discharged water quality vs the existing facility.

Project Budget (identify all funding sources and total project costs):

<u>Funding Source</u>	<u>Cost Sharing</u>	<u>Percent of Project</u>
ARPA (Utah Lake Preservation Fund Grant Program)	\$6,065,355	8.8%
Utah State Revolving Loan Fund	\$14,500,000	21.1%
Local Contribution (Loan, Rate, Local ARPA Funds)	\$48,115,645	70.1%
Total	\$68,681,000	100%

Minimum Project Match Requirement: \$24,262,000

Grantee acknowledges that this project is subject to the STATE OF UTAH – UTAH LAKE PRESERVATION GRANT PROGRAM GRANT AGREEMENT

SPECIAL CONDITIONS

1. The Grantee must demonstrate that \$2,000,000 of the funding will be used to construct treatment capacity for Payson Fruit Growers. Payson City shall provide documentation to the Division demonstrating how this capacity will be credited to the Payson Fruit Growers.
2. The Grantee must secure a construction permit and bid approval for the Project from the Division prior to soliciting bids. Final bidding and contract documents should be submitted to the Manager of the Engineering Section, Utah Division of Water Quality, for review.
3. The Grantee must secure an approval to award from the Division prior to signing the construction contract.
4. The Grantee shall acquire rights-of way and easements for construction and ongoing operation and maintenance of the Project facilities. The Grantee, through its engineer, shall furnish its attorney a right-of-way map showing the location of all lagoons, buildings, structures, pipelines, and other pertinent facilities in the Project. The engineer and presiding officer of the Grantee will sign this map.
5. The Grantee's attorney shall certify the following items in writing to the Division:
 - a. The Grantee is a legal entity as of the date of the construction contract award;
 - b. The Grantee has valid legal title to the rights-of way designated and shown on the right-of-way map, including rights-of-way both for the Project to be constructed and the remainder of the existing

wastewater system as of the date of bid closing;

- c. The bidding and contract documents for the construction of the Project have the proper and legal format and are in compliance with the Utah Code § 34-30-1 *et. seq.*; and
 - d. Following review by the Grantee's attorney of the completed and executed construction contract, performance and payment bonds, and evidence of necessary insurance, the Grantee's attorney shall furnish to the Division the legal opinion that all of such items are legal and binding and in compliance with the Utah Code.
6. The Grantee shall provide certification of the following items, in writing, to the Division:
- a. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion;
 - b. Certification of Non-Segregated Facilities; and
 - c. Certification that Grantee agrees, in accepting these funds, to comply with all applicable state and federal regulations related to the Coronavirus State and Local Fiscal Recovery Funds. These requirements include, but are not limited to, 31 C.F.R. Part 35, the Coronavirus State and Local Fiscal Recovery Funds Final Rule, The Single Audit Act of 1996, the Utah Money Management Act, the Utah Procurement Code and the State of Utah Legal Compliance Audit Guide and Generally Accepted Accounting Principles.
 - d. State, territorial, metropolitan city, county, Tribal governments, and Non-Entitlement Units that receive funding from the State and Local Fiscal Recovery Funds Programs are required to meet compliance and reporting responsibilities. Treasury released the updated Compliance and Reporting Guidance for the SLFRF Program. The guidance provides additional detail and clarification for each recipient's compliance and reporting responsibilities, and should be read in concert with the Award Terms and Conditions, the authorizing statute, the final rule, and other regulatory and statutory requirements. see: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds/recipient-compliance-and-reporting-responsibilities>)
 - e. It should be noted that the for projects with an expected total cost greater than \$10 million among other things the recipient will need to provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:
 - i. The number of employees of contractors and sub-contractors working on the project;
 - ii. The number of employees on the project hired directly and hired through a third party;
 - iii. The wages and benefits of workers on the project by classification; and
 - iv. Whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

**ATTACHMENT B:
UTAH LAKE PRESERVATION GRANT PROGRAM
REPORTING REQUIREMENTS**

- 1. PUBLIC FUNDS:** Grantee shall comply with applicable state statutes on reporting and expenditure of public funds. Specifically, Utah Code § 63J-1-220(2)(b) requires the recipient entity to provide the Division with annual reports and a final report. Grantee understands and acknowledges that the Governor's Office of Planning and Budget is required to report to the United States Treasury regarding the American Rescue Plan Act of 2021, Coronavirus State Fiscal Recovery Fund funds. Grantee will provide the information and reports required by this agreement and any additional information or reporting that may be required by the State.
- 2. SEMIANNUAL REPORT:** Grantee shall submit a report to the Division, as directed by the Division, semiannually on January 31 and July 31 of every year until the project is complete. The report shall provide information regarding the subject project's obligations, expenditures, contracts, grants, sub-awards, and specifics of how the expenditures were for eligible uses. The report also must respond to each of the items below in the order specified:
 - a. The actual amount spent on the project and the time frame this amount was spent;
 - b. A breakdown of how funds were spent, by funding source;
 - c. The projected spending by fiscal year-end (June 30 of each year);
 - d. The amount of remaining unspent Local Assistance Monies;
 - e. An assessment of implementation which includes: (i) what month and year the project is expected to be fully implemented; (ii) whether the project encountered any factors that caused a delay in implementation and explanation of these factors; and (iii) whether the project encountered any factors that caused a change in scope and an explanation of these factors;
 - f. An assessment of accuracy which includes: (i) how much of the Local Assistance Monies were spent as of the last reporting period; (ii) how much of the Grantee's matching funds were spent as of the last reporting period; and (iii) how much of the awarded Local Assistance monies is expected to be spent by fiscal year-end (June 30 of each year); and
 - g. An assessment of performance which includes: (i) how the success of the project is being measured; and (ii) how successful the project has been according to those metrics.
- 3. FINAL PAYMENT REQUEST:** Grantee acknowledges Grantee's responsibility to submit reports, respond to legislative or governor inquiries, and comply with other reporting rules to receive Final Payment. To request the remaining 20% of the granted Local Assistance Monies, the Grantee shall submit a Final Payment Request, which will include the following information:
 - a. Summary and documentation of actual project expenditures to date, including the source of the funds spent;
 - b. The anticipated date that the project will be completed; and
 - c. Demonstration of commitment of all funds necessary for the completion of the project.
- 4. FINAL REPORT:** The Final Report consists of one final quarterly Report submitted after the project has been completed and closed out. Grantee must provide this Final Report within three months after completing the project.
- 5. REPORTING CERTIFICATION:** By signing and entering into this Agreement with the State, the Grantee certifies that the Grantee shall provide an itemized report semiannually, a final payment request, and a final report when the project is completed.

**ATTACHMENT C:
UTAH LAKE PRESERVATION GRANT PROGRAM
TERMS AND CONDITIONS**

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a. **“Agreement”** means these terms and conditions, the cover pages, and all other attachments and documents incorporated by reference.
 - b. **“ARPA”** means the American Rescue Plan Act of 2021
 - c. **“Grantee”** means the local government entity which is the recipient of Local Assistance SFRF monies from the State. The term “Grantee” includes Grantee’s agents, officers, employees, and partners.
 - d. **“Local Assistance Monies”** means funds distributed through the Utah Lake Preservation Grant Program (Utah Code § 63J-4-801, *et seq.*) from the State’s ARPA- Coronavirus State Fiscal Recovery Fund funds.
 - e. **“Matching amount”** means the difference between the total project cost and the Local Assistance Monies provided under this Agreement. This matching amount can include the Grantee’s own funds and funds from other sources dedicated to the completion of the project. Matching amount does not include Local Assistance Monies provided under this agreement.
 - f. **“Non-Public Information”** means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (“GRAMA”) or as non-public under other applicable State and federal laws. Non-Public Information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional information that must be kept non-public under federal and State laws.
 - g. **“Project”** means the project identified in ATTACHMENT A: SCOPE OF WORK
 - h. **“State”** means the State of Utah, Department, Division, Office, Bureau, Agency, or other State entity identified in this Agreement.
 - i. **“SubGrantees”** means persons or entities under the direct or indirect control or responsibility of Grantee, including, but not limited to: Grantee’s agents; consultants; employees; authorized resellers; or anyone else for whom Grantee may be liable at any tier, including a person or entity providing or performing this Agreement, such as Grantee’s manufacturers, distributors, and suppliers. SubGrantees also include other collaborating entities that will assist in the execution of the project.
2. **MATCH REQUIREMENT:** Grantee agrees to spend the matching amount concurrently with the Local Assistance Monies in that same proportion that the matching amount bears to the overall cost of the project.
3. **PAYMENT:** Unless otherwise stated in this Agreement, the State agrees to reimburse the Grantee.
 - a. Consistent with requirements of the law, the actual payment of funds by the Division to the Grantee will not take place until the Division has assurance the funds will be used for Project costs and the Project will actually be completed.
 - b. All disbursements shall demonstrate the co-investment (matching funds) by the Grantee.
 - c. Disbursements requests will be reviewed and approved by the Division of Water Quality. The disbursement request forms contained in ATTACHMENT E: DISBURSEMENT FORMS must be completed and submitted along with each request.
 - d. Grantee will receive up to 80% of the maximum amount to be paid under this Agreement during project construction after approval of the signed Agreement.
 - e. Grantee will receive the remaining percentage of the maximum amount to be paid under this amount upon submission of a Final Payment Request as outlined in ATTACHMENT B:

REPORTING REQUIREMENTS.

- f. The acceptance by Grantee of final Local Assistance Monies payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to Grantee. No State payment is to be construed to prejudice any claims that the State may have against Grantee. The State may withhold, adjust payment amount, or require repayment of any Local Assistance Monies under this Agreement that is: (i) provided in reliance on an inaccurate or incomplete representation; (ii) unsupported by sufficient invoices or other documentation; (iii) not used by Grantee for the project identified; (iv) used for any purpose in violation of the terms of this Agreement or in violation of the law; or (v) paid in excess of what is actually owed.

4. PERMISSIBLE USE OF FUNDING:

- a. Funds awarded as part of this Agreement can only be used for expenditures directly related to completing the project as described in ATTACHMENT A: SCOPE OF WORK. Any changes to the approved project must be submitted in writing and approval must be obtained prior to using funding outside of the originally approved project parameters. Funding obtained through this Agreement cannot be used to reimburse expenditures incurred prior to the Period of Performance.
- b. Due to the Local Assistance Monies being federal funds from the ARPA, it is the responsibility of the Grantee to adhere to all use of funding requirements as outlined in the applicable laws, including but not limited to American Rescue Plan Act of 2021, Public Law 117-2, codified at 42 U.S.C. 802 *et seq.*, Section 603 of the Social Security Act, 31 C.F.R. Part 35, and the U.S. Department of the Treasury's Interim Final Rule and any final rule(s) regarding Coronavirus State and Local Fiscal Recovery Funds, and Utah Code § 63J-4-801, *et seq.*
- c. Funds provided through this agreement are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. The CFDA number assigned to the CRF is 21.027, pending completion of registration by the federal government.
- d. Grantee acknowledges and agrees that that the State is subject to reporting requirements regarding the use of the Local Assistance Monies and that the State may be subject to recoupment by/to the United States Treasury for amounts that are not expended for eligible uses. Any use of awarded funding by Grantee that is contrary to the agreed upon project parameters or federal regulations will be subject to project cancellation and recoupment of awarded funds. See section 5 for additional information regarding recoupment of funds.
- e. Grantee may not loan, grant, or collateralize the Local Assistance Monies.

5. RECOUPMENT OF FUNDS

If state or federal audit findings determine that any funds expended by the Grantee violate the terms of this Agreement, the Grantee shall provide funds to the state sufficient to meet such repayment request(s). The Grantee assumes responsibility for ensuring compliance of all subgrantees. The Grantee is to be held responsible for the repayment of funds expended by any subgrantees which violates the terms of this Agreement. If the Grantee is unwilling or unable to repay the funds, the repayment request amount will become a past due obligation of the Grantee to the State and may be collected as such.

6. PERIOD OF PERFORMANCE

The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in the U.S. Department of the Treasury's implementing regulations, Grantee may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024, as long as the award funds for the obligations incurred by December 31, 2024 are expended by December 31, 2026.

7. PERFORMANCE MEASURES

The Grantee agrees to establish and maintain performance measures for the project and to report on them in compliance with ATTACHMENT C: SCOPE OF WORK.

8. REPORTING ON THE USE OF FUNDS

The Grantee agrees to the reporting requirements as explained in ATTACHMENT B: REPORTING REQUIREMENTS.

9. GRANTEE MONITORING

The Grantee agrees to comply with monitoring by the State of all programmatic and financial activity in relation to the approved project. Post-award monitoring may be conducted to determine the Grantee's progress towards implementing the planned award activities, review compliance with relevant laws and regulations, and provide technical assistance as needed. The Grantee assumes responsibility for ensuring the relevant copies of all reports and correspondence are maintained and are accurate and complete. If Grantee awards funds to SubGrantees, they assume responsibility for all monitoring and compliance of all programmatic and financial activity of said SubGrantee.

10. LAWS AND REGULATIONS:

- a. During the term of this Agreement, Grantee will comply with all applicable federal and State constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements and including but not limited to American Rescue Plan Act of 2021, Public Law 117-2, codified at 42 U.S.C. 802 *et seq.*, Section 603 of the Social Security Act, 31 C.F.R. Part 35, and the U.S. Department of the Treasury's Interim Final Rule and any final rule(s) regarding Coronavirus State and Local Fiscal Recovery Funds, and Utah Code § 63J- 4-801, *et seq.*
- b. Grantee understands and agrees to comply with applicable provisions of Utah Code § 51-2a-102, -201, and -301. Before receiving any Local Assistance Monies, Grantee shall provide all documentation required by the sections of the Utah Code referenced in this section. Grantee acknowledges that the State is bound by the provisions referenced in this section, and may withhold or demand return of Local Assistance Monies if the Grantee fails to comply with any provisions of these sections of the Utah Code, as amended. Grantee shall provide to the State, in a form and manner prescribed by the State, an itemized report at least semiannually detailing the expenditure of Local Assistance Monies.

11. RECORDS ADMINISTRATION: Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for: (i) payments made by the State to Grantee under this Agreement; (ii) Grantee's performance of this Agreement terms and milestones; and (iii) outcomes reported to the State by Grantee. Grantee shall retain these records for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee shall allow, at no additional cost, State of Utah and federal auditors, State staff, and/or a party hired by the State, access to all records necessary to account for all Local Assistance Monies received by Grantee as a result of this Agreement and to verify that Grantee's use of the Local Assistance Monies is appropriate and has been properly reported.

12. CONFLICT OF INTEREST: Grantee represents that no material conflict of interest exists in relation to its receipt of Local Assistance Monies under this Agreement and that none of Grantee's officers or employees are officers or employees of the State of Utah, unless full and complete disclosure has been made to the State.

13. INDEPENDENT CAPACITY: Grantee and SubGrantees, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

- 14. EMPLOYMENT PRACTICES:** Grantee shall abide by federal and State employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 C.F.R. 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Grantee shall further abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee's employees.
- 15. AMENDMENTS:** The parties may amend this Agreement only by mutual written agreement, which amendment will be attached to this Agreement. Automatic renewals will not apply to this Agreement even if listed elsewhere in this Agreement.
- 16. TERMINATION:** Unless otherwise stated in this Agreement, either party may terminate this Agreement with or without cause and upon written notice to the other party, at any time prior to the date on which the State disburses any of the Local Assistance Monies to Grantee. Under this section, "cause" means, without limitation, any material violation of the terms of the program or this Agreement. This agreement may only be terminated after the State disburses any of the Local Assistance Monies to Grantee if the Grantee returns all of the Local Assistance Monies that have been disbursed.
- 17. NOTICE OF CHANGE OR REORGANIZATION:** If a change or reorganization occurs which affects Grantee's ability to perform under this Agreement, Grantee shall immediately notify the State. Changes or organizations that require notification to the State include, but are not limited to the following:

 - a. Material change in the amount of type of facilities, assistance, or staff Grantee provides to facilitate this Agreement; or
 - b. Any other change or reorganization that Grantee reasonably expects would be of interest or value to the State in the administration of this Agreement.
- 18. NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to Grantee, the State may terminate this Agreement, in whole or in part, if the State determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) a change in available funds affects the State's ability to pay under this Agreement. A change of available funds as used in this section, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
- 19. WORKERS COMPENSATION INSURANCE:** Grantee shall maintain, during the term of this Agreement, workers' compensation insurance for all its employees, as well as any SubGrantees as required by law.
- 20. REVIEWS:** The State may perform reviews, and/or comment upon Grantee's use of the Local Assistance Monies. Such reviews will not waive the requirement of Grantee to meet all the terms and conditions of this Agreement.
- 21. ASSIGNMENT:** Grantee may not assign, sell, transfer, subagreement or sublet rights, or delegate any right or obligation under this Agreement, in whole or in part, without the prior written approval of the State. Grantee may not loan, grant, or collateralize the Local Assistance Monies.
- 22. PUBLIC INFORMATION:** This Agreement and invoices will be public records in accordance with GRAMA. Grantee gives the State express permission to make copies of this Agreement, related

documents, and invoices, available in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that non-protected portions of Grantee's Application will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not required to inform Grantee of any GRAMA requests for disclosure of this Agreement, related documents, or invoices.

- 23. NON-PUBLIC INFORMATION:** If Non-Public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and SubGrantees of the obligations set forth in this Agreement; (ii) keep all Non-Public Information strictly confidential; and (iii) not disclose any Non-Public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-Public Information. Grantee shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Upon termination or expiration of this Agreement and upon request by the State, Grantee will return all copies of Non-Public Information to the State or certify, in writing, that the Non-Public Information has been destroyed. This duty of confidentiality will be ongoing and survive the termination or expiration of this Agreement.
- 24. INDEMNITIES:**
- a. For Governmental Entity Grantees:** Both parties to this Agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code § 63G-7-101 *et. seq.*). Nothing in this Agreement will be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Utah Governmental Immunity Act. Nor shall this Agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Agreement is otherwise entitled. Subject to and consistent with the Utah Governmental Immunity Act, each party is responsible for its own actions or negligence and will defend against any claim or lawsuit brought against it. There are no indemnity obligations between these parties, except for indemnification for infringement and indemnification for breach of duty of confidentiality as specified in this section.
 - b. Indemnification for Infringement:** Grantee indemnifies and holds the State harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. If there are any limitations of Grantee's liability, such limitations of liability will not apply to this section.
 - c. Indemnification for Breach of Duty of Confidentiality:** As permitted by law, Grantee indemnifies, holds harmless, and will defend the State, including anyone for whom the State is liable, from claims related to a breach of the duty of confidentiality, including any notification requirements, by Grantee or anyone for whom Grantee is liable.
- 25. OWNERSHIP IN INTELLECTUAL PROPERTY:** Each party recognizes that it has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other party, unless otherwise agreed upon by both parties in writing.
- 26. PUBLICITY:** Grantee shall submit to the Division for written approval all advertising and publicity matters relating to this Agreement. The Division may, at its sole discretion, provide approval, which must be in writing. If the State provides approval for advertising or publicity, Grantee shall give recognition and credit to the State of Utah in Advertising or public notice, at least in the form of a public acknowledgement of the receipt of Local Assistance Monies.
- 27. WAIVER:** A waiver of any right, power, or privilege will not be construed as a waiver of any subsequent right, power, or privilege.
- 28. ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Agreement,

the order of precedence shall be: (i) this Attachment C; (ii) STATE OF UTAH – UTAH LAKE PRESERVATION GRANT PROGRAM GRANT AGREEMENT with signature(s); (iii) Attachment B regarding reporting; (iv) the State's additional terms and conditions, if any; (v) any other document listed or referenced in Agreement; and then (vi) Grantee's terms and conditions that are attached to this Agreement, if any. Any provision attempting to limit the liability of Grantee or the rights of the State must be in writing and attached to this Agreement, or the provision will be void.

29. **GOVERNING LAW AND VENUE:** This Agreement is governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement will be brought in a court of competent jurisdiction in the State of Utah. Venue will be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
30. **SURVIVAL OF TERMS:** Termination or expiration of this Agreement will not extinguish or prejudice the State's right to enforce this Agreement with respect to any default or defect in the Services that has not been cured.
31. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Agreement will not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which will remain in full force and effect.
32. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: 24 January 2023)

**ATTACHMENT D:
FFATA CERTIFICATION**

(Not required for State Agencies and Compnet Units)

Organization Name (Grantee): XXXXX

SAM UEI Number:

Federal Funding Accountability and Transparency Act of 2006 requires that the Grantee report the names and total compensation of the Grantee's five most highly compensated executives, if the following requirements are met.

In the Grantee's preceding completed fiscal year, did the Grantee receive:

1. 80 percent or more of the Grantee's annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and
2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☐ NO: Skip to Attestation below

☐ YES: Continue, complete Executive Compensation and Attestation below

Executive Compensation

	Name	Title	Total Compensation Level
1			
2			
3			
4			
5			

*Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 C.F.R. 229.402(c)(2)):

1. Salary and bonus.
2. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards 2 C.F.R. 200 (Revised 2004) (FAS 123R), Shared Based Payments.
3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
5. Above-market earnings on deferred compensation which is not tax-qualified.
6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Attestation

By signing, you attest that the Grantee information and certification provided above is true and correct. Knowingly providing false or misleading information may result in criminal or civil penalties as per Title 18, Section 1001 of the US Criminal Code.

Signature of Chief Executive Officer or Designee: _____

Name:

Title:

Date:

Equal Opportunity Employer/Program

Auxiliary aids and services are available upon request to individuals with disabilities by calling 801-526-9240. Individuals who are deaf, hard of hearing, or have speech impairments may call Relay Utah by dialing 711. Spanish Relay Utah: 1-888-346-3162.

ATTACHMENT E: DISBURSEMENT REQUEST FORMS
EXHIBIT E-1

WRITTEN AUTHORIZATION AND REQUEST FOR REIMBURSEMENT

TO: The Division of Water Quality (Division).

DATE: _____

WRITTEN REQUEST NO.: _____

I, the undersigned authorized officer of _____, (the "Entity"), do hereby certify and request to the Division as follows:

1. Pursuant to the provisions of the Grant Agreement by and between the Entity and the Division dated _____, (the "Grant Agreement"), the undersigned hereby authorizes and requests a reimbursement to pay the amounts shown on the attached Payment Schedule.
2. Each payment proposed to be made as set forth on the Payment Schedule has been incurred and is a proper charge against the Grant Agreement.
3. To the extent that the payment of any item set forth on the Payment Schedule is for other than work, materials, equipment or supplies, in connection with this authorization and request, the undersigned certifies that each payment proposed to be made on the Payment Schedules is a proper charge against the Grant Agreement, is a reasonable amount and has not been heretofore included in a prior Written Authorization and Request for Reimbursement for the Grant Agreement.
4. This Written Authorization and Request, including the Payment Schedule attached hereto, shall be conclusive evidence of the facts and statements set forth herein.
5. A copy of this Written Authorization and Request is being kept on file in the official records of the Entity.

The terms used herein, which are defined in the Grant Agreement, shall have the respective meanings therein assigned to them.

Entity: _____

Signature: _____

Title: _____

EXHIBIT E-2

I/we, the undersigned authorized officer(s) of the State, do hereby certify and request to the Treasurer as follows:

1. I/we have reviewed the foregoing statements of the authorized officer of the Entity attached hereto, and on behalf of the State approve the request for payment from the Fund made therein; provided that the State has not independently verified the statements of such authorized officer of the Entity attached hereto and makes no representations or certifications with respect thereto.
2. A copy of this Written Authorization and Request is being kept on file in the official records of the State.

The terms used herein shall have the same meanings assigned to them in the attached statements of the authorized officer of the Entity.

Dated the date appearing at the top of the attached statements of the authorized officer of the Entity.

State: Utah Division of Water Quality

Signature: _____

Title: _____

EXHIBIT E-3

REIMBURSEMENT SCHEDULE

Check No.	Person or Firm	Amount	Purpose
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Reimbursement for the above listed payments totaling \$_____ is to be made to _____
("Entity") by transfer of funds.

Contact person at time of funds transfer: _____
(name) (phone #)