



## **Resolution 09-01-2022**

### **A Resolution Approving an Agreement between Utah County and Santaquin City Regarding Award of \$3 Million of County ARPA Funds**

**WHEREAS**, the American Rescue Plan Act (“ARPA”) established the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program to provide support to local governments in responding to the economic and public health impacts of COVID-19 and the local governments’ efforts to minimize impacts on their communities; and

**WHEREAS**, Santaquin City, is in the process of constructing approximately \$7.6 million in City pressure irrigation infrastructure, in the form of a water tank and supporting booster pump station and water lines: and

**WHEREAS**, Utah County is the recipient of a SLFRF award and Santaquin City has applied to Utah County for a subaward to assist in the construction of the aforementioned water tank, booster pump station and water lines, which is a qualifying use under the ARPA and the SLFRF program; and

**WHEREAS**, Utah County has awarded Santaquin City \$3 Million of their excess ARPA funds to help pay for City pressure irrigation infrastructure; and

**WHEREAS**, Utah County and Santaquin City, now desire to enter into an agreement regarding the terms and conditions of Utah County’s award of ARPA funds to the City;

**NOW THEREFORE**, be it resolved by the Santaquin City Council as follows:

1. The Agreement between Utah County and Santaquin City, a copy of which is attached hereto, is hereby approved.
2. The Mayor is authorized to execute the aforementioned Agreement and to take all actions necessary to effectuate said Agreement and the terms and conditions set forth therein.
3. This Resolution shall be effective upon approval.

Adopted and approved this 6<sup>th</sup> day of September, 2022.


  
Lynn Mecham, Mayor pro tem



Councilmember Art Adcock  
Councilmember Elizabeth Montoya  
Councilmember Lynn Mecham  
Councilmember Jeff Siddoway  
Councilmember David Hathaway

Voted YES  
Voted YES  
Voted YES  
Voted YES  
Voted YES

ATTEST:

  
\_\_\_\_\_  
Amalie R. Ottley, City Recorder

**AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between Utah County, a political and corporate body of the State of Utah, located at 100 East Center Street, Provo, Utah 84606, and the following CONTRACTOR:

Name: Santaquin City Corporation Contact Person: Norm Beagley, City Manager

Address: 275 West Main Street Phone #: 801-754-3211

City: Santaquin State: Utah Zipcode: 84655 Email: nbeagley@santaquin.org

Legal Status of Contractor:  Sole Proprietor  Non-Profit Corporation  
 Partnership  For-Profit Corporation  
 Government Department: Santaquin City

1. **PURPOSE OF CONTRACT:** As specified in Attachment B – Contractor’s Proposal / Scope of Work.

**2. CONTRACT COSTS**

Contractor will be paid a maximum of \$ 3,000,000.00 for costs authorized by this agreement in accordance with ATTACHMENT B: CONTRACTOR’s Proposal / Scope of Work.

**3. CONTRACT PERIOD**

The term of this agreement shall commence on the date of execution listed below and shall terminate in accordance with the terms of Attachment C.

**4. ATTACHMENTS**

The following indicated attachments are fully incorporated into this agreement:

- A: Utah County Standard Terms and Conditions
- B: CONTRACTOR’s Proposal / Scope of Work
- C: ARPA / SLFRF Provisions
- D: General Liability and Workers Compensation Certificate

5. Information required to be shared under 2 C.F.R. § 200.331; Utah County as the pass-through entity:

- Subrecipient Name: Santaquin City Corporation
- Subrecipient DUNS/UEI number: 168737682
- Federal Award Identification Number: \_\_\_\_\_
- Federal Award Date: \_\_\_\_\_
- Subaward Period of Performance Start & End Date: \_\_\_\_\_
- Amount of Federal Funds Obligated by this action by the County to the Subrecipient: \$3,000,000.00
- Total Amount of Federal Funds Obligated to the Subrecipient by the County including the current obligation: \$3,000,000.00
- Total Amount of Federal Award committed to the Subrecipient by the County: \$3,000,000.00
- Federal award project description: \_\_\_\_\_
- Name of Federal awarding agency: \_\_\_\_\_
- Name of pass-through entity: \_\_\_\_\_

- Contact information for awarding official of the pass-through entity: \_\_\_\_\_
- CFDA Number and Name: \_\_\_\_\_
- Is the award for Research and Development? No
- Indirect cost rate for the Federal Award: \_\_\_\_\_

Except as explicitly modified by ATTACHMENT C: Special Provisions, any ambiguities or conflicting terms will be resolved by granting deference to the terms of ATTACHMENT A: Utah County's Standard Terms and Conditions.

IN WITNESS WHEREOF, the parties have executed this agreement on 6th of September, 2022.

ATTEST:  
 JOSH DANIELS  
 Utah County Clerk/Auditor

BOARD OF COUNTY COMMISSIONERS,  
 UTAH COUNTY, UTAH

By: \_\_\_\_\_  
 Deputy Clerk/Auditor

By: \_\_\_\_\_  
 THOMAS V. SAKIEVICH, Chair

APPROVED AS TO FORM AND LEGALITY:  
 DAVID O. LEAVITT  
 Utah County Attorney

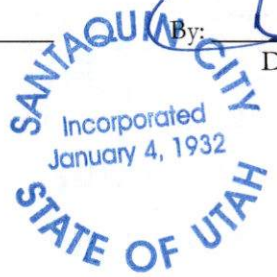
By: \_\_\_\_\_  
 Deputy Utah County Attorney

ATTEST:  
 AMALIE R. OTTLEY  
 Santaquin City Recorder

SANTAQUIN CITY

By: [Signature]  
 Deputy Clerk/Auditor

By: [Signature]  
 DANIEL M. OLSON, Mayor



**ATTACHMENT A:**  
**UTAH COUNTY STANDARD TERMS AND CONDITIONS FOR PRODUCTS AND SERVICES**

**1. DEFINITIONS.** The following terms shall have the meanings set forth below:

(A) The "Agreement" consists of the following documents:

- (i) The Utah County Agreement cover page, which contains the signatures of Utah County and Contractor;
- (ii) This Attachment A: Utah County Standard Terms and Conditions for Products and Services; and
- (iii) Any other express written attachments that are incorporated by reference on the Utah County Agreement cover page.

(B) "Contractor" means the individual or entity delivering the Products and Services identified in the Agreement. The term "Contractor" shall include the individual's or entities' agents, officers, employees, and partners.

(C) The "County" means Utah County, a political subdivision of the State of Utah, as directed and managed by a majority vote of the Board of County Commissioners of Utah County.

(D) "Products" means any products to be delivered to the County by Contractor as described in the Utah County Agreement cover page, including any products described in any attachments that are incorporated by reference on the Utah County Agreement cover page.

(E) "Services" means any services to be performed for the County by Contractor as described in the Utah County Agreement cover page, including any services described in any attachments that are incorporated by reference on the Utah County Agreement cover page.

(F) "Subcontractors" mean subcontractors or subconsultants that are under the direct or indirect control or responsibility of Contractor, and includes all independent contractors, agents, employees, or authorized resellers.

**2. EXTRA WORK.**

(A) Extra work shall be undertaken only when previously authorized in writing by the County and is defined as additional work which is neither shown nor defined in the Agreement or the attached Contractor's proposal (if any) but determined by the County to be necessary to the project. Extra work is also defined as that additional effort necessary by reason of changed conditions which are radical and unforeseeable.

(B) Miscellaneous items normally associated with the major work items included in the Agreement, but which may not be specifically identified, shall be furnished by Contractor as if they had been included in the Agreement, without additional cost to the County. After written prior authorization of the Board of County Commissioners of Utah County, payment for authorized extra work will be made in the previously authorized amount only.

**3. PAYMENT.** Payments from the County are normally made by the end of the month following the date an order is delivered, service is performed, or the date a correct invoice is received, whichever is later. All payments for the Agreement will be remitted electronically, by mail, or as otherwise determined by the County. Contractor shall accept payment by check or by Purchasing Card without any additional fees.

**4. OWNERSHIP IN INTELLECTUAL PROPERTY.** The County and Contractor each recognize that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. The County will have all rights, title, and

ownership of all websites and social media accounts, including any passwords, usernames, or other pertinent login information or hosting credentials; advertising materials, including any content or work product; images; newsletters; and intellectual property, including derivative works, created, or arising out of the performance of the Agreement, unless otherwise indicated in the Agreement. Contractor will give the County a list of all current passwords, usernames, and any other relevant information or credentials necessary for access and control of any property under the Agreement upon completion of the Agreement or upon the County's request.

**5. INSURANCE.**

(A) Contractor agrees to carry Commercial General Liability insurance coverage equal to or greater than three million dollars (\$3,000,000) per occurrence, or in a lesser amount if explicitly authorized and identified on the Utah County Agreement cover page. This coverage shall provide liability insurance to cover the activities of Contractor and its subcontractors, all equipment and vehicles, public or private, used in the performance of the Agreement, and to add the County as an additional insured for any Services in the contract. Prior to commencement of work, Contractor shall furnish a Certificate of Insurance to the County evidencing that Contractor has this insurance in place and that the County is an additional insured. An umbrella policy may be used to supplement the Commercial General Liability insurance coverage if needed to reach the coverage requirement.

(B) Prior to commencement of Services, Contractor shall furnish a Certificate of Insurance to the County evidencing that Contractor has Workers Compensation Insurance for the Contractor and Subcontractors.

**6. GOVERNING LAW AND VENUE.** The Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Utah and Utah County. Any action or proceeding arising from the Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Provo, in the Fourth Judicial District Court for Utah County.

**7. COMPLIANCE WITH LAWS AND REGULATIONS.** At all times during the Agreement, Contractor and all Products and Services performed under the Agreement shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. Any violation by Contractor of applicable law shall constitute an event of default under the Agreement and Contractor shall indemnify the County from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the County as a result of the violation. Contractor is responsible, at its expense, to acquire, maintain, and renew all necessary permits and licenses required for its lawful performance of its duties and obligations under the Agreement during the term of the Agreement. To the extent that Contractor uses, stores, transfers, or manipulates any data in the performance of its obligations, Contractor will further comply with all applicable privacy and data laws and regulations, including but not limited to General Data Protection Regulation 2016/679 of the European Union ("GDPR") and similar provisions from any jurisdiction in the United States and any locations where data is or may be stored.

**8. EMPLOYMENT STATUS VERIFICATION.** Contractor shall register and participate in the Status Verification System and comply with Utah Code section 63G-12-302 of the Identity Documents and Verification Act. Contractor shall require an affidavit verifying compliance with Utah Code section 63-G-12-302 from each of its contractors and subcontractors.

**9. INDEPENDENT CONTRACTOR.** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the County, and therefore is not entitled to any of the benefits associated with such employment. As an independent contractor, Contractor shall have no express or implied authority to bind the County to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the County. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.

10. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgements, losses, risks of loss, damages, expenses, and liabilities arising out of or related to the Agreement. Contractor shall also pay any litigation expenses that the County incurs, including attorney's fees, arising out of or related to the Agreement. Contractor shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of the Agreement. The County reserves the right to conduct, control, and direct its own defense for any claims, demands, causes of action, orders, decrees, judgements, losses, damages, expenses, and liabilities arising out of or related to the Agreement.
11. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY.** Contractor shall indemnify and hold the County harmless from and against any and all damages, expenses (including reasonable attorney's fees), claims, judgments, liabilities, and costs in any action or claim brought against the County for infringement of a third party's copyright, trademark, trade secret, or other proprietary right.
12. **GOVERNMENTAL IMMUNITY.** The County is a corporate and political subdivision of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"). The County does not waive any procedural or substantive defense or benefit provided or to be provided by the Act or any comparable legislative enactment. The parties agree that the County shall only be liable within the parameters of the Act. Nothing contained in the Agreement shall be construed in any way to modify the limits set forth in that Act or the basis for liability as established in the Act.
13. **NON-FUNDING CLAUSE.** The County intends to request the appropriation of funds to be paid for the services provided by Contractor under the Agreement. The Agreement shall create no obligation on the County as to succeeding annual budget cycles and if funds are not available beyond December 31 of any effective annual budget cycle of the Agreement, or if the budget is amended and such funds are no longer available, the County's obligation for performance of the Agreement shall be null and void. This termination shall not be construed as a breach of the Agreement or any event of default under the Agreement and the termination shall be without penalty, and no right of action for damages or other relief shall accrue to the benefit of Contractor, its successors, or its assigns, as to the Agreement. If funds are not appropriated for a succeeding annual budget cycle to fund performance by the County under the Agreement, or if the budget is amended to make such funds no longer available, the County shall attempt to notify Contractor of non-funding and the termination of the Agreement.
14. **SALES TAX EXEMPTION.** The County's sales and use tax exemption number is 11748944 002 STC. The tangible personal property or services being purchased are to be paid from the County's funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the Agreement. As such, Contractor shall not charge the County any sales tax for the product(s) purchased under the Agreement.
15. **CONFIDENTIALITY.** Materials, information, data, reports, plans, analyses, budgets, and similar documentation provided to or prepared by Contractor in performance of the Agreement shall be owned by the County and shall be held confidential by Contractor. In addition, all information provided to Contractor by the County for the purposes of Contractor's performance of the Products or Services, whether provided in writing or any other form, shall be held in confidence by Contractor and Contractor shall not release any of the information to any third party, any member of Contractor's firm who is not involved in the performance of Products or Services, or to any representative of the news media without prior written consent of the County. The County shall have the sole obligation or privilege of releasing such information as required by law. Any employee or member of the Contractor's firm, subcontractor, or agent with whom Contractor shares any information as described in this section will be under the same obligations of confidentiality, and Contractor is required to secure and provide to County written commitments to that effect from each such recipient of information.

16. **TERMINATION.** Unless otherwise stated in Attachment C: Special Provisions, the Agreement may be terminated with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. If the violation is reasonably subject to cure, the party in violation will be given 10 working days after notification to correct and cease the violation, after which the Agreement may be terminated for cause. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. The Agreement may be terminated without cause, in advance of the specified expiration date, by the County upon 30 days prior written notice being given to Contractor. On termination of the Agreement, all accounts and payments will be processed according to the financial arrangements in the Agreement for approved services rendered prior to the date of termination, subject to any offsetting claims by the County.
17. **FORCE MAJEURE.** The County will not be held liable for delay or default caused by fire, riot, acts of God, State or Utah County declared state of emergency, or war. The County may terminate the Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.
18. **SEVERABILITY OF AGREEMENT.** The invalidity of any portion of the Agreement shall not prevent the remainder from being carried into effect.
19. **LEGAL SUPPORT.** Contractor shall be responsible to provide all legal support for the project including but not limited to the preparation of contracts with subcontractors.
20. **NO PRESUMPTION.** Should any provision of the Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms in the Agreement shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.
21. **WARRANTY.** Contractor warrants to the County that all services and materials furnished under the Agreement will be of the highest quality, consistent with the degree of skill and care ordinarily exercised by similarly situated members of Contractor's profession, and in conformance with the terms hereof.

Contractor warrants and assumes responsibility for all products (including hardware, firmware, and software products) that it licenses, contracts, or sells to the County under the Agreement for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in the Agreement or Contractor's proposal, attached hereto (if any). Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Agreement. Product liability disclaimers and warranty disclaimers from the seller are not applicable to the Agreement unless otherwise specified and mutually agreed upon elsewhere in the Agreement. In general, Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the County has relied upon Contractor's skill or judgment to consider when it advised the County about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of defects or unusual problems about which the County has not been warned in writing prior to entering into the Agreement. Remedies available to the County include, without limitation, the following: Contractor will repair or replace (at no charge to the County) the product whose nonconformance is discovered and made known to Contractor in writing. If the repaired or replaced product proves to be inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the County may otherwise have under the Agreement.

22. **TIME IS OF THE ESSENCE.** The County and Contractor recognize that time is of the essence here and the County will suffer financial loss if any Products or Services are not delivered and performed within the time specified in the Agreement, plus any extensions approved in writing by the County. Contractor shall be liable for all reasonable damages to the County and to anyone whom the County may be liable to as a



result of Contractor's failure to timely deliver and perform the Products and Services.

23. **DELIVERY.** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the County except as to latent defects, fraud, and Contractor's warranty obligations.
24. **CONDITION AND TITLE.** The products delivered by Contractor to the County shall be new and free of all faults and defects. Upon payment of the purchase price by the County to Contractor, Contractor shall provide the County with clear title, free and clear of all liens and encumbrances.
25. **INTERPRETATION OF AGREEMENT.** Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include all genders. The paragraph and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.
26. **NOTICES.** All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their respective places of business, or at such other addresses as may be designated by notice given hereunder, including by email to the contact person for Contractor at the email address identified on the Utah County Agreement cover page.
27. **COUNTERPARTS AND FACSIMILE SIGNATURES.** The Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed to be an original, binding between the executing parties, and all of which together constitute one and the same instrument. Original, facsimile, emailed, texted, electronic, or power of attorney signatures shall be binding upon the executing party.
28. **AMENDMENTS.** No oral modifications or amendments to the Agreement shall be effective. The Agreement may be modified or amended by a written agreement signed by the parties.
29. **ASSIGNMENT.** The parties to the Agreement shall not assign the Agreement without the prior written consent of the other party to the Agreement. No assignment shall relieve the original parties from any liability arising out of or related to the Agreement.
30. **SUCCESSORS IN INTEREST.** The Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties.
31. **WAIVER.** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. Any waiver must be in writing and signed by the party making the waiver.
32. **SURVIVAL.** The provisions of this Agreement which by their terms call for performance subsequent to termination of the Agreement shall so survive such expiration or termination, such as but not limited to: **Section 4. Ownership of Intellectual Property, Section 10. Indemnification, Section 11. Indemnification Relating to Intellectual Property, and Section 15. Confidentiality.**
33. **ENTIRE AGREEMENT.** The Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of the Agreement shall not be binding upon either party except to the extent incorporated in the Agreement.

Revised October 6, 2021

ATTACHMENT B:  
Contractor's Proposal / Scope of Work

## Application Details

	Santaquin City
Applicant Address	275 West Main Street, Santaquin, UT 84655
Organization DUNS number	168737682
Organization Federal Tax Identification Number	87-6000900
Contact Person Name	Norm Beagley, CPE
Contact Person Title	City Manager
Contact Person Email	nbeagley@santaquin.org
Contact Person Phone	801-754-1973
In which city is the project?	Santaquin City

## Project Details

*Project Title:*

Santaquin Pressurized Irrigation Water Tank

*Project Location:*

Santaquin, Utah (39°57'19.79"N 111°49'46.07"W)

*Detailed summary of the project:*

Santaquin's proposed project includes construction of a 3.3-million-gallon tank, a supporting booster pump station and installation of 8,100 feet of pipe. This project will move approximately ⅓ of the city residents from a culinary water-based irrigation system to a secondary water system that includes reclaimed wastewater source for outdoor irrigation purposes. This conversion will preserve culinary water resources in an amount of approximately 165M gallons annually.

Because this Scope of Work does not involve the Contractor supplying or delivering Products or Services to the County, unless the context specifically indicates otherwise, the use of those terms in Attachment A and Attachment C shall refer to the work described in this "Detailed summary of the project" and the completion of that work. The term "Product" shall refer to the Santaquin Pressurized Irrigation Water Tank; and the term "Delivery" shall refer to the work performed in construction of the Santaquin Pressurized Irrigation Water Tank. The Agreement does not anticipate or require that the Santaquin Pressurized Irrigation Water Tank, or any portion thereof will be delivered, either physically, or by transfer of title, to the County or any other entity.

*What are the long-term benefits of this project?*

According to the Environmental Protection Agency (EPA), in dry climates like Utah's, a household's outdoor water use can be as high as 60% of their total water use. Shifting a third of our city's residents from a pressurized irrigation system that utilizes high quality culinary water to lower quality Type I, treated water effectively conserves millions of gallons of culinary water in the system while still providing the needed water flows for agricultural operations, wildfire protection, and residential households. This project is a perpetuation of the city's wastewater reclamation and reuse system started in 2013. Coupled with the adopted tiered irrigation rate system and fully metered customer

irrigation connections, the city will be able to closely monitor water usage and waste in the city's overall water conservation system.

*How are you going to measure the intended benefits of this project?*

Santaquin will measure the benefits of the Summit Ridge Irrigation Tank project through the operational cost savings it provides and monthly water usage billings. Unlike most irrigation systems in the state, Santaquin meters all customer irrigation connections in order to account for water usage, enforces laws against abuse, and appropriately charges for usage utilizing a tiered rate schedule. Santaquin's sewer effluent reclamation and reuse metered irrigation system is the preeminent example of sustainable water stewardship in Utah. Continued intergovernmental investment into this system will perpetuate the state interest and emphasis in proper water management.

## Project Timeline

*When is the anticipated start date?*

December 1, 2021. Construction of the project has begun. The city is leveraging capital bonds to pay for the project until other ARPA funds become available.

*When is the anticipated end date?*

May 30, 2023. So far, construction is on schedule and within the engineer's cost estimates.

*Please summarize the project timeline, including key milestones, and when expenditures will be complete.*

November 15th, 2021 - Engineering completed and general contractor is hired

December 1, 2021 – Start construction on project

July 2022 - Tank construction completed

May 2023 - Final project completion

June 30, 2023 - Project closeout

*How will this project be fiscally sustained after these one-time stimulus funds are exhausted?*

A water tank in and of itself has negligible annual operations and maintenance costs. The associated booster pump and water lines, however, will have annual operations and maintenance costs of approximately \$1,000 in labor and \$1,000 in parts and lubrication, as well as between \$7,000 and \$8,000 in electricity costs. Total operational cost impacts per resident will be less than \$4 per year for the new tank system. Those costs will be offset by the reduced water pumping costs that includes 400' less of lifting and nearly 1,000 feet of linear pipe costs with the new tank.

*Are your budget and price estimates current and factoring in the current inflationary environment we are experiencing?*

This project was designed and out for bid in fall 2021. Recognizing the long lead times for materials and the potential for increased pricing, the Santaquin City Council authorized the purchase of all pipe (2.9 miles in length) and rebar needed for this project in September and October, 2021 respectively. Those 5 purchases totaled more than \$1.7 million or 23% of the project cost. It is estimated that those early purchases will save nearly the same amount in potential inflation costs for the same materials. The construction contract for the project was awarded with a guaranteed maximum price for two of the three major project elements (Piping with valves and fittings, and the Pressurized Irrigation Tank construction). Those two elements will cost \$4,700,000 or 63% of the project. The Santaquin City Council approved that contract on December 14, 2021. The third phase of the project is estimated to cost \$2.8 million and was still under design when the other elements were bid out. Santaquin continues to work with the Construction Manager/General Contractor, to monitor material costs and potential alternatives to keep the overall project at the \$7.5 million funding level. Any costs over the projected \$ 7.5 million will be borne by the city.

*What is the amount of time your project will need to reach full impact?*

The project is on schedule and all elements are anticipated to be complete May 31, 2023, for full beneficial use.

## Attachment C:

### Special Provisions for Subrecipient Agreements Under the American Rescue Plan Act and the Coronavirus State and Local Fiscal Recovery Fund (CFDA No. 21.027)

1. The American Rescue Plan Act (ARPA) established the Coronavirus State and Local Fiscal Recovery Funds (SLFRF program). The SLFRF program is intended to provide support to local governments in responding to the economic and public health impacts of COVID-19 and local governments' efforts to minimize impacts on their communities, residents, and businesses. The County is the recipient of a SLFRF award from the federal government and CONTRACTOR has applied to the County for a subaward as detailed in Attachment B which is a qualifying use under the ARPA and the SLFRF program.
2. LIMITATIONS REGARDING THE USE OF ARPA/SLFRF FUNDS – CONTRACTOR shall use the SLFRF funds in compliance with the SLFRF Award Terms and Conditions, the Treasury's Interim Final Rule, and all other applicable state and federal laws and regulations, now in effect or that hereafter become effective. In addition, CONTRACTOR shall provide to the County proper documentation supporting determinations of costs and applicable compliance requirements and identifying how the requirements have been satisfied, as well as all other documentation necessary for the County's completion of quarterly and annual Project and Expenditure reports, including but not limited to subaward reporting. CONTRACTOR further understands and agrees that the funds disbursed under this Agreement may only be used in compliance with 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 CFR 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 Annotated § 63J-4-801, et seq. CONTRACTOR shall 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. CONTRACTOR agrees that the funds shall be used only in accordance with and in furtherance of the Project as detailed on Attachment B. Any changes to the approved project must be submitted in writing and approval must be obtained in writing 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.
3. COMPLIANCE– In order to ensure compliance with the existing ARPA guidelines set forth by the U.S. TREASURY – while also ensuring that all expenditures within the scope of this Agreement adhere to future guidelines that may be established by the TREASURY during the term of this Agreement – CONTRACTOR, when requesting reimbursement for eligible ARPA expenditures, shall provide to the COUNTY a comprehensive and detailed list of all such expenditures on an itemized invoice, and shall also provide any backup documentation to support such expenditures. Said invoice must include a statement, signed by CONTRACTOR, indicating that all expenditures therein comport with the guidelines of ARPA as set forth by the TREASURY. Reimbursement requests shall be submitted to the COUNTY no more than once per month. No reimbursement requests may be submitted to the COUNTY after December 31, 2024. 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.

4. REIMBURSEMENT OF FUNDS TO CONTRACTOR – County will have no financial obligation or legal liability whatsoever associated with the Project, and will merely reimburse pre-approved ARPA funding, up to the amount agreed upon by the parties. Upon receipt of the CONTRACTOR's complete reimbursement request, COUNTY shall disseminate funds for all eligible ARPA expenditures within thirty (30) days of receipt of said reimbursement request. The dissemination of SLFRF funds shall only occur after the COUNTY reviews CONTRACTOR's reimbursement request to ensure that all expenditures detailed therein qualify for reimbursement in accordance with all published federal, state, and local guidance regarding the use of SLFRF funds as specified in ARPA. All payments from COUNTY to CONTRACTOR are contingent on the availability of SLFRF funds to the COUNTY, and further subject to all applicable federal, state, and local laws regarding the governance of SLFRF funds within ARPA including, but not limited to, those directives issued from the TREASURY.

COUNTY will withhold the final 10% of reimbursement funding until the COUNTY, with the assistance of CONTRACTOR, verifies complete compliance in every respect (project completion, sufficient reporting, etc.) with ARPA/ SLFRF requirements along with the terms of this agreement.

5. REIMBURSEMENT OR PAYMENT OF FUNDS TO THE UNITED STATES GOVERNMENT – If, for any reason, including but not limited to noncompliance with any requirement associated with the use of ARPA/SLFRF FUNDS or reporting requirements arising from actions of Contractor, the United States Government claim that the funds awarded under this subrecipient agreement or any funds in association with the project(s) approved under this subrecipient agreement be reimbursed or paid to the U.S. Government, CONTRATCOR agrees to indemnify and hold County harmless from such claim. CONTRACTOR shall assume sole liability for such claims including, but not limited to the claim, litigation costs, and attorney's fees. COUNTY reserves the right to conduct, control, and direct its own defense for any claims, demands, causes of action, orders, decrees, judgments, losses, damages, expenses, and liabilities claimed against the COUNTY.
6. EVOLUTION OF ARPA GUIDANCE FROM THE TREASURY – COUNTY may request, and CONTRACTOR agrees to provide, additional information from CONTRACTOR, as needed, to meet any additional guidelines regarding the use of SLFRF funds that may be established by the TREASURY during the scope of this Agreement.
7. MAINTENANCE AND AUDIT OF RECORDS – CONTRACTOR shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by COUNTY or its designees, the SAO,

and the TREASURY for five (5) years following termination of this Agreement. If it is determined during the course of any audit that CONTRACTOR was reimbursed for unallowable costs under this Agreement CONTRACTOR agrees to promptly (within 60 days) reimburse COUNTY for such payments upon request. CONTRACTOR agrees that it shall maintain complete, accurate, documented, and current accounting of all program funds received and expended in accordance with OMB Uniform Guidance rules and shall file and provide the County with a copy of a "Uniform Guidance Audit" (formally called a single audit or federal audit) in accordance with the OMB Uniform Guidance rules.

8. FEDERAL REGULATIONS – applicable to this award include: 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, 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, 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, OMB Guidelines to Agencies on Government wide 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 (Agreements and Subcontractors 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, Subrecipient 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, Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20, New Restrictions on Lobbying, 31 C.F.R. Part 21.
9. CIVIL RIGHTS COMPLIANCE – Recipients of Federal financial assistance from the TREASURY are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the TREASURY do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.
10. EFFECTIVE DATE AND TERM – This Agreement is effective as of the date stated on the first page of this Agreement and shall remain in effect until the terms and obligations identified herein are

completed, but in no event, past December 31, 2024, for final obligation of funds and December 31, 2026, for final expenditure of funds.

11. **PRE-AWARD COSTS** – Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award. In no event may CONTRACTOR use funds under this Agreement for costs incurred before March 3, 2021.
12. **PUBLICITY** – CONTRACTOR agrees that any publicity generated by itself in connection with the project shall display the following language: “Sponsored in part by Utah County.”
13. **SUBMISSION OF PLANS AND SPECIFICATIONS** – CONTRACTOR will submit final and any amended final plans and specification to COUNTY within a reasonable time of finalizing said plans and specifications for the approved project(s) under this agreement, in all cases the plans and specifications shall be submitted to COUNTY prior to the start of construction, unless construction was already commenced, prior to this funding opportunity becoming available, for which reimbursement will be sought under this agreement. COUNTY will review the plans and specifications to ensure compliance with the approved scope of work in Attachment B and with the approved purposes of ARPA and the SLFRF program.
14. **INAPPLICABILITY OF CERTAIN PROVISIONS OF ATTACHMENT A** – The Parties acknowledge and agree that certain provisions of the Utah County Standard Terms and Conditions, Attachment A, are unlikely to be applicable to this Agreement and are therefore not integrated into this Agreement. Specifically, the Parties do not intend any data management of COUNTY data by CONTRACTOR, any need to transfer intellectual property access credentials or indemnify with respect to intellectual property, or to provide warranties to COUNTY on any deliverables. Therefore, the Parties agree that Section 4, the final sentence of Section 7 with respect to GDPR compliance, Section 11, and Section 21 of Attachment A are not applicable to this Agreement and are not binding on the Parties. Further, Section 15 of Attachment A, regarding confidentiality, is hereby expressly limited by and subject to the requirements of the Government Records Access and Management Act (“GRAMA”) for governmental entities.