

TOWN OF PINETOP-LAKESIDE

RESOLUTION NO. 22-1644

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PINETOP-LAKESIDE, ARIZONA, ACCEPTING THE GRANT AGREEMENT WITH ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY FOR BILLY CREEK WATERSHED ASSESSMENT AND OUTREACH; AND AUTHORIZE THE TOWN MANAGER TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO COMPLETE THIS PROJECT.

WHEREAS, the Project is funded by Arizona Department of Environmental Quality; and

WHEREAS, the Town of Pinetop-Lakeside submitted an application for Arizona Department of Environmental Quality 604(b) Water Quality Grant for the Billy Creek Watershed Assessment and Outreach (“Project”); and

WHEREAS, the Town of Pinetop-Lakeside was awarded the Arizona Department of Environmental Quality 604(b) Water Quality Grant in the amount of \$80,000; and

WHEREAS, Town Staff, after reviewing the Agreement for the Arizona Department of Environmental Quality 604(b) Water Quality Grant for the Billy Creek Watershed Assessment and Outreach (Exhibit A), recommends entering into an Agreement with Arizona Department of Environmental Quality for this Project; and

WHEREAS, the Town of Pinetop-Lakeside is in agreement with the terms and conditions set forth in the Contract Documents between Arizona Department of Environmental Quality and the Town;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Town Council of the Town of Pinetop-Lakeside, Arizona approve Resolution No. 22-1644.

1. Accepting the Arizona Department of Environmental Quality Grant funds for Billy Creek Watershed Assessment and Outreach with a total amount of \$80,000; and
2. Authorizing the Town Manager to execute any and all documents necessary to complete this project.

PASSED AND ADOPTED by a majority vote of the Mayor and Town Council of the Town of Pinetop-Lakeside in an open meeting on this 17th day of November 2022.

TOWN OF PINETOP-LAKESIDE



Stephanie Irwin
Stephanie Irwin
Mayor

ATTEST:

APPROVED AS TO FORM:

Kristi Salskov
Kristi Salskov
Town Clerk

William J. Sims, III
William J. Sims, III
Town Attorney



ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

Page 1 of 5
Agreement No.: EV23-0011
Effective Date: Upon date of the last party's signature
Termination Date: December 31, 202

Agreement

THIS AGREEMENT is between the STATE OF ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY [hereinafter referred to as the "Department" or "ADEQ"], authorized to contract pursuant to A.R.S. § 49-104, and the Town of Pinetop-Lakeside.

The purpose of this Agreement is to fund surface water improvement through the Clean Water Act Section 604(b). This agreement is part of the competitive 604(b) grant for the improvement of surface water quality. This written Agreement, including Agreement Terms, Attachments, Exhibits, Amendments, and any modifications approved in accordance herewith, shall constitute the entire Agreement between the parties and supersede all other understandings, oral or written.

This Agreement contains the following documents: Agreement Terms, Attachment 1 - Scope of Work and Budget, Attachment 2 - Subrecipient Supplement, Exhibit 1 - EPA Flow Down to Subrecipients, Exhibit 2 - EPA General Terms and Conditions, Exhibit 3 - Subrecipient and Federal Award Identification, and Exhibit 4 - Federal Award Funding.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Agreement.

[AGENCY/PARTY]

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

Signature

Signature

Printed Name

Printed Name

Keith Johnson
Title

Trevor Baggiore
Title

Town Manager
Town of Pinetop-Lakeside
Title

Division Director, Water Quality Division
The above referenced Agreement is hereby executed this
Day of _____, 20__.

#EV23-0011
AGREEMENT TERMS

1. **Recitals:** The purpose of this Agreement is to fund and administer the competitive 604(b) grant as required by Clean Water Act section 604(b).
2. **Definitions:** The following definitions shall apply to the terms used in this Agreement, except where the context necessarily requires otherwise.
 - 2.1. "A.A.C." means Arizona Administrative Code.
 - 2.2. "A.R.S." means Arizona Revised Statutes.
 - 2.3. "Agency" means ADEQ.
 - 2.4. "Agreement" means this written document between ADEQ and Town of Pinetop-Lakeside.
 - 2.5. "Department" or "ADEQ" means the Arizona Department of Environmental Quality.
 - 2.6. "Parties" means ADEQ and Agency.
 - 2.7. "State" means the State of Arizona.
3. **Amendment:** This Agreement may be modified only by written Agreement Amendment signed and dated by the Director or designee of ADEQ and the person duly authorized to act on behalf of the Agency. Amendments to this Agreement shall be executed with the same formalities as this Agreement and become effective upon dated signature of the last party. Executed copies of any Amendment shall be provided to both parties.
4. **Budget:** ADEQ will pay the Town of Pinetop-Lakeside up to a **maximum of \$80,000.00** to execute State Fiscal Year (SFY) 2023 Billy Creek Watershed Assessment and Outreach as per the workplan attached to this Agreement and incorporated by reference as though set forth verbatim herein. During the term of this Agreement, any changes or modification to any part of this Agreement shall be modified only by written Agreement Amendment.
5. **Non-Availability of Funds:** Pursuant to A.R.S. §35-154(A), every payment obligation of ADEQ under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either party at the end of the period for which funds are available. No liability shall accrue to either party 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.
6. **Payment Mechanism:** Invoices shall be paid within thirty days after receipt of an invoice and accompanying documentation that meets the Completeness Criteria in the Scope of Work for the Scope of Work activity type completed and invoiced.

7. **Conflict Resolution Procedures:**
- 7.1. This Contract shall be governed by and construed in accordance with the laws of the State of Arizona and the Arizona Procurement Code.
- 7.2. In the event of any judicial proceeding related to this Agreement or any unauthorized Subcontract the parties agree that venue shall be proper in Maricopa County, Arizona. *See* A.R.S. §§ 12-123 and 12-401(17).
- 7.3. The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41)
8. **Assignment:** Neither Party may assign any rights hereunder without the express, written, prior consent of the other Party.
9. **Conflict of Interest:** Either party may cancel this Agreement for conflict of interest in accordance with the termination terms of this Agreement, without penalty or further obligation, pursuant to A.R.S. § 38-511.
10. **Agreement Term:** The initial term of this Agreement shall be from the date of the last party's signature through December 31, 2023. The Agreement may be renegotiated for additional periods, by formal Contract Amendment, subject to the requirements and/or limitations by Federal or State regulations.
11. **Effective Date:** This Agreement shall become effective upon execution the date of the last party's signature.
12. **Notices, Correspondence, Reports and Invoices:**
- 12.1. All notices and correspondence from the Agency shall be sent to:
Julia Rowe, rowe.julia@azdeq.gov
- 12.2. All correspondence relating to the execution of the Agreement, clarification of this Agreement, and Amendments to this Agreement shall be sent to:

For ADEQ: Julia Rowe Rowe.julia@azdeq.gov	Other Agency/Party: Malaina Spillman mspillman@pinetoplakesideaz.gov
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- 12.3. Either party to this Agreement may designate a new contact by filing a notice with the other party in accordance with these notice requirements.
13. **Ownership of Information:** Both parties retain title to all documents, reports, data, and other materials prepared as a part of the Program. ADEQ and the Town of Pinetop-Lakeside shall have full and complete rights to reproduce, duplicate, disclose, perform and otherwise use all information prepared under this Agreement.
14. **Printing Credit:** Promotional materials, such as brochures, advertisements, videos, maps, technical reports, etc. developed for the Program, shall show credit to the producing party. All promotional materials shall be printed to the extent possible on recycled paper with the statement "Printed on Recycled Paper" printed on the cover sheet.
15. **Program Review:** It is the responsibility of the Town of Pinetop-Lakeside to coordinate with ADEQ regarding the progress of the Program at least [quarterly]. ADEQ may request, at its discretion, progress updates.
16. **Severability:** The provisions of this Agreement are severable to the extent that any provision or application to be invalid shall not affect any other provision or application of the Agreement, which shall remain in effect without the invalid provision or application.

17. **Termination:**

- 17.1. ADEQ or the Town of Pinetop-Lakeside may terminate this Agreement at any time, with or without cause, after giving 30 days written notice of termination to the Town of Pinetop-Lakeside or ADEQ, as appropriate. The notice shall specify the effective date of termination.
- 17.2. In the event the Agreement is terminated, with or without cause, the Town of Pinetop-Lakeside shall deliver all finished or unfinished documents, data, and reports prepared as a result of this Agreement to ADEQ. Repayment to ADEQ of a pro-rated portion of payment received by the Town of Pinetop-Lakeside may be required for work that was not finished during the invoiced period.

18. **Indemnification:**

[Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.

In addition, should the Town of Pinetop-Lakeside utilize a contractor(s) and subcontractor(s) the indemnification clause between the Town of Pinetop-Lakeside and its contractor(s) and subcontractor(s) shall include the following:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Town of Pinetop-Lakeside and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally, on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.]

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.]

19. **Federal Immigration and Nationality Act:** The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

20. **E-Verify Requirements:** In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
21. **Waiver:** The waiver or failure to enforce any provision of this Agreement will not operate as a waiver of any future breach of any such provision or any other provision hereof.
22. **Non-Discrimination:** Pursuant to Title 41, Chapter 9, Article 4 of the Arizona Revised Statutes and Executive Order 2009-09, the Contractor shall provide access to equal employment opportunities for all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, and to all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Both parties shall take affirmative action to ensure that applicants for employment and employees are treated without regard to race, age, color, religion, sex, or national origin and in compliance with the Americans with Disabilities Act.
23. **Implied Consent 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.
24. **Entire Agreement:** This Agreement contains the entire agreement of the parties with respect to the subject matters hereof, and it may be amended, modified, or waived only by an instrument in writing signed and dated by both parties.
25. **Record Keeping Requirements:** Pursuant to A.R.S. §§ 35-214 and 35-215, both Parties shall retain all data, books, accounts, reports, files and other records (“records”) relating to this Contract for a period of five years after completion of the Contract, any litigation, claim, negotiation, audit, cost recovery, or action involving the records has been completed or from the date of complete resolution of any dispute and any applicable appeals, unless a longer period is required by statute or rule. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, either Party shall produce the original of any or all such records.
26. **Lobbying:** The Agency shall not engage in lobbying activities, as defined in 40 CFR part 34 and ARS §41-1231 *et seq.*, using monies paid under this Agreement. Upon signature of this Agreement, the Agency shall disclose all lobbying activities to ADEQ to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. The Agency shall implement and maintain adequate controls to ensure that monies paid this Agreement shall not be used for lobbying.
27. **Antitrust Recovery:** Agency assigns to ADEQ any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Agency toward fulfillment of this Agreement.

ATTACHMENT 1

EV23-0011

SCOPE OF WORK AND BUDGET

1 PURPOSE

The purpose of this agreement is to use the competitive 604(b) grant to fund the "Billy Creek Watershed Assessment and Outreach" work by the Town of Pinetop-Lakeside.

2 PROGRAM OVERVIEW

By integrating technical work and community outreach and education the Town of Pinetop-Lakeside intends to provide a science based decision making process to the community to influence change for a healthy watershed.

3 OBJECTIVES

The Billy Creek Watershed is located in Southern Navajo County (County) and encompasses the Town of Pinetop-Lakeside and unincorporated portions of the County. Billy Creek Watershed is a 17,835-acre sub-watershed that is part of the larger Little Colorado Watershed, of which 9,468-acres are owned by the USFS. Based on the USDA-USFS Watershed Condition Framework Billy Creek is classified as Functioning at Risk. Within the watershed there are two main creeks (Billy Creek and Walnut Creek) that flow E-SE to the W-NW and ultimately converge downstream of Rainbow Lake at the northwestern watershed boundary and converge with Porter Creek at the watershed Boundary. Common concerns and complaints in the community are algae in the lakes, declining stream flows, aging septic systems and a lack of community outreach addressing these issues.

4 ACTIVITIES

A list of general activities that may be conducted under the current agreement. This list is meant to be a general guide to planning activities, and is only to be used as a baseline referral to the various activities that can be conducted.

- a) Complete a septic survey to determine areas within the community that are most at risk of contaminating streams, springs or the shallow aquifer.
- b) Compile historical spring, stream and shallow groundwater data to evaluate historical quantity and quality of sources.
- c) Complete geologic cross sections throughout the watershed to determine shallow groundwater flow paths, interception of groundwater and surface water and potential groundwater flow paths.
- d) Survey springs, streams and shallow wells within the community and complete 4 quarters of water quality sampling.
- e) Develop and host the Town of Pinetop-Lakeside Community STEaM days that will include hands on learning workshops focusing on monitoring springs and streams and interpreting the data and providing experts to discuss topics such as private well and septic system best management practices.
- f) Continue work with the Blue Ridge Jr. High and High School Science Club focusing on the components and health of the Billy Creek Watershed.

5 DELIVERABLES

- a) report for septic survey results
- b) report for septic impacts on surface water and groundwater
- c) Narrative summary concerning geologic data
- d) Surface water and spring monitoring plan and permit

- e) Quarter 1 water quality monitoring and water level report
- f) Quarter 2 water quality monitoring and water level report
- g) Quarter 3 water quality monitoring and water level report
- h) Quarter 4 water quality monitoring and water level report
- i) Spring Survey summary report
- j) Private well and septic workshop – summary
- k) Water sampling and analysis workshop 1 – summary
- l) Water sampling and analysis workshop 2- summary
- m) Wet- dry mapping season – summary report

6 COMPENSATION

Payments will be made on an ongoing reimbursement basis. Reports and reimbursements at least on a quarterly basis. May be more frequently if necessary

e.g.: \$80,000 for the period from time of execution through December 31, 2023.

- i. Website build - \$1,506.40*
- ii. Monthly updates- \$895.68*
- iii. Data acquisition, analysis and report- \$14,800*
- iv. Report of septic impacts on surface water and groundwater - \$2,800*
- v. Data Acquisition. - \$5,600*
- vi. Deliverable: Report of historical data - \$2,800*
- vii. Data Acquisition. - \$1,100*
- viii. Geologic overview. - \$920*
- ix. Geologic cross-sections. - \$3,050*
- x. Narrative Summary - \$1,070*
- xi. Surface and spring monitoring plan and research permit. Deliverable: plan and permit - \$2,800*
- xii. Recruitment for shallow well monitoring plan – \$1,120*
- xiii. Q1 Sampling and analysis, GW Levels and quarterly report - \$6,499.16*
- xiv. Q2 Sampling and analysis, GW Levels and quarterly report - \$6,499.16*
- xv. Q3 Sampling and analysis, GW Levels and quarterly report - \$6,499.16*
- xvi. Q4 Sampling and analysis, GW Levels and quarterly report - \$6,499.16*
- xvii. Spring Survey and Reporting - \$4,000*
- xviii. Private well and septic workshop. Deliverable: summary of events - \$2,682.56*
- xix. Water sampling and analysis workshops. Deliverable: summary of events – \$1,421.28*
- xx. Spring survey workshop. Deliverable: summary of events - \$5,800*
- xxi. Wet-dry mapping (2 seasons). Deliverable: summary of events - \$1,637.44*

Town of Pinetop-Lakeside
 State Fiscal Year 2023-2024 (through December 31, 2023)
 Detailed Line Item Budget and Justification
 ADEQ Agreement Number EV23-0011

Category	Subtotal	Proposed budget
A. Salaries and Wages		\$10,777
B. Fringe Benefits		\$4,202
C. Travel		\$0
In-State	\$0	
Out-of-State	\$0	
D. Equipment		\$0
E. Supplies		
7000 - General Office Supplies		\$5,837
8500 - PCs, Monitors, Laptop purchases	\$5,837	\$0
F. Contractual Costs		
6200 - Professional & Outside Services	\$59,184	\$59,184
6800 - Assistance to Others	\$0	\$0
9111 - Federal Transfers Out	\$0	\$0
G. Construction		\$0
H. Other		\$0
7000 - Additional Project Costs	\$0	
I. Total Direct Costs		\$80,000
J. Indirect Costs		\$0
K. Total Amount Requested		\$80,000

Town of Pinetop-Lakeside
 State Fiscal Year 2023-2024 (through December 31, 2023)
 Detailed Line Item Budget and Justification
 ADEQ Agreement Number EV23-0011

A. Salaries and Wages (ADEQ Obj Class 6000) Total: \$10,777

Position Title and Name	Annual Salary	FTE	Number of Months	Amount of Request
Annie DeRosier-Ourreach Coordinator/Website and Social Media	\$78,333	0.13	13	\$10,777
Total FTE/Salaries		0.13 FTE		\$10,777
Justification of Positions:				
Annie DeRosier-Ourreach Coordinator/Website and Social Media Job description: The Outreach Coordinator will be responsible for building and maintaining a website and providing social media posts weekly to promote all phases of this project. Website maintenance will include posting all finished products as well as promote Community STEaM workshops.				
				Request: \$10,777

B. Fringe Benefits (ADEQ Obj Class 6100) Total: \$4,202

Position Title and Name	Requested Salary	Fringe Rate	Request
Annie DeRosier-Ourreach Coordinator/Website and Social Media	\$10,777	39.00%	\$4,202
			Total: \$4,202

C. Travel (ADEQ Obj Classes 6500 & 6600) Total: \$0
D. Equipment (ADEQ Obj Class 8400) Total: \$0

Town of Pinetop-Lakeside
 State Fiscal Year 2023-2024 (through December 31, 2023)
 Detailed Line Item Budget and Justification
 ADEQ Agreement Number EV23-0011

E. Supplies (ADEQ Obj Class 7000 and 8500) Total: \$5,837

General Office Supplies (ADEQ Obj Class 7000)				
Item Requested	Unit Cost	Quantity (ea.)	Request	
Field Supplies	\$ 5,837.00	x 1	\$5,837	Total: \$5,837
Justification of Supplies:				
Field supplies include water quality monitoring equipment such as photometers for water quality testing, reagents for utilizing the photometer, turbidity meter for field measurements and calibration fluids for multiparamter meter for field measurements				

F. Contractual Costs (ADEQ Obj Class 6200, 6800, and 9111) Total: \$59,184

Consultant/Contractor (P&O) Costs (ADEQ Obj Class 6200)	
<p>Sara Chudnoff Nature of Services to be Rendered: Project manager Relevance of Service to the Project: The Project Manager will ensure all deliverables are completed on time and on budget and submitted to ADEQ. They will meet monthly with PTLs to update them on tasks completed during the month, invoices to be paid and quarterly reimbursement submittals for ADEQ. No. Days of Consultation: Duration of Project Expected Rate of Compensation: \$50/hour Method of Accountability: Performance reports as specified in the Scope of Work.</p>	\$3,000

Town of Pinetop-Lakeside
 State Fiscal Year 2023-2024 (through December 31, 2023)
 Detailed Line Item Budget and Justification
 ADEQ Agreement Number EV23-0011

<p>Sara Chudnoff and Doug Wolfe</p> <p>Nature of Services to be Rendered: Hydrogeologist</p> <p>Relevance of Service to the Project: The hydrogeologist will oversee the septic system survey and report, historical data report, water quality sampling, groundwater levels and spring inventory, community outreach and the Blue Ridge/4H science club. They will be responsible for all data acquisition, analysis and reporting for these tasks. They will work with the GIS contractors to ensure that the Septic Survey is completed as described in the proposal. They will work with the spring inventory contractors to ensure work is completed and submitted per the proposal. They will work with PTLs Tourism Marketing Coordinator in website development and social media posting as well as promoting and facilitating events. They will also provide review of technical reports in all phases of the project.</p> <p>No. Days of Consultation: Duration of Project</p> <p>Expected Rate of Compensation: \$70-\$90/hour</p> <p>Method of Accountability: Performance reports as specified in the Scope of Work.</p>	<p>\$31,094</p>
<p>Doug Wolfe</p> <p>Nature of Services to be Rendered: Geologist</p> <p>Relevance of Service to the Project: The geologist will be responsible for the completing the Hydrogeology of the Billy Creek Watershed. They will be responsible for all data acquisition and fieldwork, as well as all drafting and reporting. They will work with the Project Manager to ensure cross sections fulfill the purpose as described in the proposal and that will also aid in the understanding of groundwater flow direction and groundwater/surface water interactions.</p> <p>No. Days of Consultation: Duration of Project</p> <p>Expected Rate of Compensation: \$30-\$75/hour</p> <p>Method of Accountability: Performance reports as specified in the Scope of Work.</p>	<p>\$5,340</p>

Town of Pinetop-Lakeside
 State Fiscal Year 2023-2024 (through December 31, 2023)
 Detailed Line Item Budget and Justification
 ADEQ Agreement Number EV23-0011

<p>GIS Specialist</p> <p>Organizational Affiliation: PACE</p> <p>Nature of Services to be Rendered: GIS Services</p> <p>Relevance of Service to the Project: The GIS Specialist will be responsible in working with the Hydrogeologist in providing spatial analysis to fulfill the septic survey, create and maintain a geodatabase of the information obtained and provide figures to support work complete in all phases of the project.</p> <p>No. Days of Consultation: Duration of Project</p> <p>Expected Rate of Compensation: \$100/hour</p> <p>Method of Accountability: Performance reports as specified in the Scope of Work.</p>	\$12,000
<p>Gary Hix</p> <p>Nature of Services to be Rendered: Provide training class on private well and septic system BMPs</p> <p>Expected Rate of Compensation: Fixed</p> <p>Method of Accountability: Confirmation that training class was provided, including date and attendee(s).</p>	\$750
<p>Instructor TBD</p> <p>Organizational Affiliation: Spring Stewardship Institute</p> <p>Nature of Services to be Rendered: Teach one day spring survey class and provide spring inventory on select locations in watershed</p> <p>Expected Rate of Compensation: Fixed</p> <p>Method of Accountability: Confirmation that survey class was provided, including date and attendee(s).</p>	\$7,000
Consultant/Contractor (Professional & Outside Services) Total:	\$59,184

G. Construction	Total:	\$0
H. Other (ADEQ Obj Class 7000)	Total:	\$0
I. Total Direct Costs		\$80,000
J. Indirect Rate and Costs (ADEQ Obj Class 9100: 9102)		\$0
K. Total Amount Requested		\$80,000

EXHIBIT 4
EV23-0011; Attachment 2

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 <p align="center">U.S. ENVIRONMENTAL PROTECTION AGENCY</p> <p align="center">Cooperative Agreement</p>	GRANT NUMBER (FAIN): 96973523 MODIFICATION NUMBER: 0 PROGRAM CODE: C6	DATE OF AWARD 08/31/2022
	TYPE OF ACTION New	MAILING DATE 09/06/2022
	PAYMENT METHOD: ASAP	ACH# 90007
	RECIPIENT TYPE: State	
RECIPIENT: AZ Dept of Env Quality 1110 West Washington Street Phoenix, AZ 85007-2952 EIN: 86-6004791		PAYEE: AZ Dept of Env Quality 1110 West Washington Street Phoenix, AZ 85007-2952
PROJECT MANAGER Justin Bern 1110 W Washington St Phoenix, AZ 85007-2952 Email: bern.justin@azdeq.gov Phone: 602-771-3958	EPA PROJECT OFFICER Ephraim Leon-Guerrero 75 Hawthorne Street, WTR-3-1 San Francisco, CA 94105 Email: leon-guerrero.ephraim@epa.gov Phone: 415-972-3444	EPA GRANT SPECIALIST Darlene Fernandez Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105 Email: fernandez.darlene@epa.gov Phone: 415-972-3664
PROJECT TITLE AND DESCRIPTION Water Quality Management Planning See Attachment 1 for project description.		
BUDGET PERIOD 10/01/2022 - 09/30/2023	PROJECT PERIOD 10/01/2022 - 09/30/2023	TOTAL BUDGET PERIOD COST \$206,000.00
		TOTAL PROJECT PERIOD COST \$206,000.00

NOTICE OF AWARD

Based on your Application dated 07/15/2022 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$206,000.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$206,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	AWARD APPROVAL OFFICE
ORGANIZATION / ADDRESS U.S. EPA, Region 9 , U.S. EPA, Region 9 Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105	ORGANIZATION / ADDRESS U.S. EPA, Region 9, Water Division, WTR-1 R9 - Region 9 75 Hawthorne Street San Francisco, CA 94105
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY	
Digital signature applied by EPA Award Official Carolyn Truong - Grants Management Officer	DATE 08/31/2022

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$0	\$206,000	\$206,000
EPA In-Kind Amount	\$0	\$0	\$0
Unexpended Prior Year Balance	\$0	\$0	\$0
Other Federal Funds	\$0	\$0	\$0
Recipient Contribution	\$0	\$0	\$0
State Contribution	\$0	\$0	\$0
Local Contribution	\$0	\$0	\$0
Other Contribution	\$0	\$0	\$0
Allowable Project Cost	\$0	\$206,000	\$206,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.454 - Water Quality Management Planning	Clean Water Act: Secs. 205(j)(1) & 205(j)(2) & Sec. 604(b)	2 CFR 200, 2 CFR 1500, 40 CFR 33 and 40 CFR 35 Subpart A

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2209W32017	22	E2SD	09L1	000B80X70	4117	22CB	-	\$121,000
-	2209W32017	22	E2	09L1	000B80	4117	22CB	-	\$79,000
-	2209W32017	22	E2SD	09L1	000B80X72	4117	22CB	-	\$6,000
									\$206,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$0
7. Construction	\$0
8. Other	\$206,000
9. Total Direct Charges	\$206,000
10. Indirect Costs: 0.00 % Base	\$0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$206,000
12. Total Approved Assistance Amount	\$206,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$206,000
15. Total EPA Amount Awarded To Date	\$206,000

Attachment 1 - Project Description

This agreement is to fund the State of Arizona's Water Quality Management Planning program to improve impaired water and protect unimpaired waters across the state by conducting planning that informs and supports implementation of Clean Water Act (CWA) programs. In accordance with Clean Water Act section 205(j)(3), unless a waiver request is approved by EPA, the recipient will jointly develop workplans with and provide at least 40% of this award to regional or interstate watershed management planning agencies.

This assistance agreement provides full federal funding in the amount of \$206,000.

This agreement is supported by funding provided under the Infrastructure Investment and Jobs Act (IIJA) (PL 117-58).

The activities to be performed include the following water quality management planning activities: planning for emerging contaminants such as per-and polyfluoroalkyl substances (PFAS), equity assessments, climate assessments, and other water quality management planning tasks conducted by sub-awardees. The deliverables to be provided under this agreement are: water quality management plans, equity assessment documents, and climate assessment documents. The expected outcomes resulting from these efforts include: water quality and watershed improvements, restoration, and protection. The intended beneficiaries include the residents of the State of Arizona.

The activities to be performed include the following water quality management planning activities such as: planning for emerging contaminants such as PFAS, equity assessments, climate assessments, CWA Sec 208 plans, TMDLs, monitoring, standards development, etc.

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at:

<https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2021-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Federal Financial Reporting (FFR)

For awards with cumulative project and budget periods greater than 12 months, the recipient will submit an annual FFR (SF 425) covering the period from "project/budget period start date" to **September 30** of each calendar year to the EPA Finance Center in Research Triangle Park, NC. The annual FFR will be submitted electronically to rtpfc-grants@epa.gov no later than **December 30** of the same calendar year. Find additional information at <https://www.epa.gov/financial/grants>. (NOTE: The grantee must submit the Final FFR to rtpfc-grants@epa.gov within 120 days after the end of the project period.)

B. Procurement

State recipients must follow procurement procedures as outlined in 2 CFR Part 200.317.

C. Indirect Costs

The Cost Principles under 2 CFR Part 200, Subpart E apply to this award. Since there are no indirect costs included in the assistance budget, they are not allowable under this Assistance Agreement.

D. Recipient Contribution (Cost Share)

The required recipient cost share for this assistance agreement is 0% of total project costs. EPA agrees to pay up to 100% of total eligible project costs, not to exceed the Total Approved Assistance Amount. The assistance agreement may reflect a percentage shown under the "Notice of Award" section which is based on estimated costs requested in the recipient's application.

Programmatic Conditions

a. PERFORMANCE REPORTING AND FINAL PERFORMANCE REPORT

Performance Reports – Content

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially

impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

Performance Reports - Frequency

The recipient agrees to submit annual performance reports electronically to the EPA Project Officer within 30 - 90 days after the annual reporting period ends on September 30. The recipient must submit the final performance report no later than 120 calendar days after the end date of the period of performance on September 30, 2025.

Semi-annual performance reports are required each year of the three year workplan/budget, and are to be submitted electronically to the EPA Project Officer within 30 days after the reporting period (e.g., after the first six months. The first reporting period is October 1 through March 31 (report due April 30) and the second reporting period is April 1 through September 30 (report due October 30).

Subaward Performance Reporting

The recipient must report on its subaward monitoring activities under 2 CFR 200.332(d). Examples of items that must be reported if the pass-through entity has the information available are:

1. Summaries of results of reviews of financial and programmatic reports.
2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
3. Environmental results the subrecipient achieved.
4. Summaries of audit findings and related pass-through entity management decisions.
5. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.332(e), 2 CFR 200.208 and the 2 CFR Part 200.339 Remedies for Noncompliance.

Note: EPA Project Officers may customize this reporting requirement based on programmatic information needs.

b. Cybersecurity Condition

State Grant Cybersecurity

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

c. Requirements for Tracking and Reporting Infrastructure Investment and Jobs Act Funding and Benefits

EPA may amend this agreement to specify additional requirements applicable to Infrastructure Investment and Jobs Act funding as information becomes available. In the interim, the recipient agrees to have financial management and programmatic management systems in place to:

- 1) track Infrastructure Investment and Jobs Act and "regular" 604(b) funds separately using Agency-provided accounting codes and report separately on expenditures of Infrastructure Investment and Jobs Act funds.
- 2) track and report on outputs and outcomes achieved with Infrastructure Investment and Jobs Act funds: Outputs and outcomes associated with Infrastructure Investment and Jobs Act 604(b) appropriations will be estimated by examining the proportion of activities funded by Infrastructure Investment and Jobs Act relative to those funded by "regular" 604(b) allotments.
- 3) states shall report to EPA Regions no less than annually (or more often as required by Infrastructure Investment and Jobs Act reporting requirements) on key project characteristics and milestone information, applying the proportional ratio to estimate those benefits resulting from Infrastructure Investment and Jobs Act-funded activities.

Additional Agency direction on tracking and reporting Infrastructure Investment and Jobs Act funding is contained in EPA's [Interim Implementation Guidelines for Clean Water Act Section 604\(b\) Water Quality Management Planning Grants for Fiscal Years 2022 through 2026](#).

d. Competency Policy

Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, [Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements](#).

Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.

e. Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>.

f. Quality Assurance

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in [2 C.F.R. § 1500.12](#) Quality Assurance.

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement Quality Assurance (QA) planning documents in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents.

1. Quality Assurance Project Plan (QAPP)

Prior to beginning environmental information operations, the recipient must:

- i. Develop a QAPP,
- ii. Prepare QAPP in accordance with the most current version of [EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#),
- iii. Submit the document for EPA review, and
- iv. Obtain EPA Quality Assurance Manager or designee (hereafter referred to as QAM) approval.

For Reference:

- [EPA QA/R-2: EPA Requirements for Quality Management Plans](#) and [EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#); contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.
- [EPA QA/G-5: Guidance for Quality Assurance Project Plans](#), Appendix C provides a QAPP Checklist.
- [EPA's Quality Program](#) website has a [list of QA managers](#), and [Quality Specifications for non-EPA Organizations to do business with EPA](#).
- [The Office of Grants and Debarment Quality Assurance Requirements](#).

g. Use of Logos

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the [\[Insert Recipient or subrecipient NAME\]](#) received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy>

h. Substantial Involvement

EPA will be substantially involved in this agreement. Substantial involvement by the EPA Project Officer may include:

- 1.) monthly telephone calls and other monitoring,
- 2.) reviewing project phases and providing approval to continue to the next phase,
- 3.) reviewing and commenting on any documents, web content, or other materials developed under this agreement (the recipient will make final decisions on these matters),
- 4.) approving substantive terms included in contracts or subawards (EPA's Project Officer will not suggest, recommend or direct the recipient to select any particular contractor or subrecipient except to the extent permitted in Section 10 of EPA's Subaward Policy).
- 5.) reviewing and commenting on the programmatic progress reports
- 6) Consultation with EPA regarding the selection of key personnel (EPA's involvement is limited to reviewing the technical qualifications of key personnel and the recipient will make the final decisions on selection. EPA's Project Officer will not suggest, recommend or direct the recipient to select any individual).
- 7.) Joint operational involvement, participation, and/or collaboration between EPA and the recipient.

i. Significant Changes

To determine if a postaward change in work plan commitments is significant and requires prior written approval for the purposes of 40 CFR §35.114(a) or 40 CFR §35.514(a), the recipient agrees to consult the EPA Project Officer (PO) before making the change. The term work plan commitments is defined at 40 CFR §35.102. If the PO determines the change is significant, the recipient cannot make the change without prior written approval by the EPA Award Official.

In addition, the recipient must provide written notice to EPA's PO and Grant Specialist (GS) of proposed transfers of funds of among direct budget categories, programs, functions and activities or transfers that change amounts budgeted for indirect costs, pursuant to the "Transfer of Funds" General Term and Condition. If the PO determines that a proposed transfer of funds significantly changes work plan commitments, the recipient must consult with the PO and obtain written approval by the EPA Award Official prior to making the transfer of funds. All transfers must be reported in required performance reports.

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