



STATE OF UTAH GRANT AGREEMENT
COVID-19 LOCAL ASSISTANCE MATCHING GRANT PROGRAM
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF DRINKING WATER

[Contractor Name] Lead Free Learning Testing and Remediation Initiative
State Fiscal Year 2023

1. GRANT AGREEMENT PARTIES: This COVID-19 Local Assistance Matching Grant Program Grant Agreement ("Agreement") is between the State of Utah, Department of Environmental Quality, Division of Drinking Water ("the State"), and the following Contractor:

Contractor Name: [Name]
Contractor Address: [Address]
[Address]
[City, State Zip]

Legal Status of Contractor: [Local government, for-profit corporation, non-profit corporation, etc.]

Contact Person: [Name]
Phone #: [Number]
Email: [Email]

2. METHOD OF DISTRIBUTION:
Upon completion of this Agreement, the Contractor shall submit a reimbursement request for eligible remediation projects pursuant to section 2 of Attachment B – TERMS AND CONDITIONS.

3. GENERAL PURPOSE OF AGREEMENT:
Pursuant to the American Rescue Plan Act of 2021, the State of Utah received Coronavirus State Fiscal Recovery Fund funds (CFDA #: 21.0217) (FAIN: SLFRP3929) in order to address impacts caused by the COVID-19 pandemic and other infrastructure projects. The general purpose of this Agreement is to provide funds to Contractor, as directed by the Utah State Legislature in Utah Code § 63J-4-801, et seq., to reimburse Contractor for the costs associated with the following project: [Contractor Name] Lead Free Learning Testing and Remediation Initiative.

4. AGREEMENT PERIOD:
Effective Date: [Date agreement will take effect]
Termination Date: December 31, 2026, with no option for renewal or extension.
Incurred Costs Period: As set forth in the U.S. Department of the Treasury's implementing regulations, Contractor may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024. Award funds must be expended by December 31, 2026.

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

5. AGREEMENT AMOUNT: The State shall pay to the Contractor no more than \$1,500 for each refrigerated drinking fountain, water cooler, bottle fill station, drinking fountain with bottle fill station, or ice machine and \$300 per food preparation sink, non-refrigerated drinking fountain, or other fixture for costs authorized under

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

6. ATTACHMENTS INCLUDED AND MADE PART OF THIS AGREEMENT:

Attachment A – LEAD FREE LEARNING TESTING AND REMEDIATION INITIATIVE REQUIREMENTS

Attachment B – COVID-19 LOCAL ASSISTANCE MATCHING GRANT PROGRAM TERMS AND CONDITIONS

7. AGREEMENT INFORMATION:

Grantor: Department of Environmental Quality, Division of Drinking Water
Address: 195 North 1950 West, Salt Lake City, UT 84116
Contact Name: Dylan Martinez
Contact Title: Lead Free Learning Program Manager
Contact Phone: (385) 278-3807
Contact Email: dylanmartinez@utah.gov

8. AGREEMENT EXECUTION:

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

BY SIGNING THIS AGREEMENT, THE CONTRACTOR HEREBY ACKNOWLEDGES THAT THE CONTRACTOR HAS READ, UNDERSTOOD, AND AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, ATTACHMENT A, AND ATTACHMENT B.

THE STATE OF UTAH, DEPARTMENT
OF ENVIRONMENTAL QUALITY,
DIVISION OF DRINKING WATER

[Contractor Name]

Name:

Title:

Date:

Name:

Title:

Date:

ATTACHMENT A
LEAD FREE LEARNING TESTING AND REMEDIATION
INITIATIVE REQUIREMENTS

1. Contractor understands and agrees to receive reimbursement from the Division of Drinking Water (“DDW”) for purchases for lead remediation for drinking water taps. Reimbursement will be provided for taps that received a sample result with a lead concentration equal to or exceeding five parts per billion (ppb), and only for remedial actions which are in accordance with Utah Admin. Code R309-230-7.
2. Reimbursement may also be provided for the purchase of bottled water for taps that sampled above five ppb while the Contractor is in the process of taking permanent control measures to lower the lead concentration below the action level.
3. Contractor understands and agrees to receive reimbursement for purchases of remedial action for consumable taps, which yield the sample results of equal to or exceeding five ppb lead concentration, in accordance with Utah Admin. Code R309-230.
4. Contractor will receive reimbursement if samples taken from consumable taps are in accordance with EPA’s 3Ts for Reducing Lead in Drinking Water (<https://www.epa.gov/system/files/documents/2021-07/epa-3ts-guidance-document-english.pdf>) and samples were processed by a lab certified to conduct analysis for lead in drinking water in the State of Utah in accordance with Utah Admin. Code R444-14.
5. The payment to the Contractor shall not exceed \$1,500 for each refrigerated drinking fountain, water cooler, bottle fill station, drinking fountain with bottle fill station, or ice machine, and \$300 for each food preparation sink, non-refrigerated drinking fountain, or other fixture. In accordance with Utah Admin. Code R309-230, the water treatment device must be certified to capture lead according to NSF or ANSI Standard 53 or NSF or ANSI Standard 58. Schools shall follow the manufacturer's instructions for installation, use, and maintenance. For each water treatment device installed, schools shall create a maintenance schedule that identifies a point of contact to oversee making sure they are properly installed and maintained.
6. DDW will process the payment request once DDW receives the following: a signed Agreement; a completed and signed [Request for Reimbursement form](#), which can be found at leadfreeschools.utah.gov; an itemized receipt for all plumbing components and/or filters purchased; and the Contractor’s W-9 form.
7. Contractor acknowledges that this project is subject to the COVID-19 Local Assistance Matching Grant Program from the State’s American Rescue Plan Act Coronavirus State Fiscal Recovery Fund. Coronavirus State Fiscal Recovery Fund funds have been authorized to finance water infrastructure projects, including those authorized under the Water Infrastructure Improvements for the Nation (“WIIN”) Act grant program to reduce lead in drinking water in schools and childcare centers. Upon request, Contractor shall provide any necessary information to allow the DDW to comply with the reporting requirements of the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) Final Rule (87 Fed. Reg. 4338 (Jan. 27, 2022) (to be codified at 31 C.F.R. pt. 35)).

**ATTACHMENT B:
COVID-19 LOCAL ASSISTANCE MATCHING GRANT PROGRAM
TERMS AND CONDITIONS**

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a. **“Agreement”** means these terms and conditions, the cover pages, and all other attachments and documents incorporated by reference.
 - b. **“ARPA”** means the American Rescue Plan Act of 2021
 - c. **“Contractor”** means the local government entity which is the recipient of Local Assistance SLFRF monies from the State. The term “Contractor” includes Contractor’s agents, officers, employees, and partners.
 - d. **“Local Assistance Monies”** means funds distributed through the COVID-19 Local Assistance Matching Grant Program (Utah Code Annotated § 63J-4-801, et seq.) from the State’s ARPA-Coronavirus State Fiscal Recovery Fund funds.
 - e. **“Matching amount”** means the difference between the total project cost and the Local Assistance Monies provided under this Agreement. This matching amount can include the Contractor’s own funds and funds from other sources dedicated to the completion of the project. Matching amount does not include Local Assistance Monies provided under this agreement.
 - f. **“Non-Public Information”** means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (“GRAMA”) or as non-public under other applicable State and federal laws. Non-Public Information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional information that must be kept non-public under federal and State laws.
 - g. **“Project”** means the project identified in Attachment A: LEAD FREE LEARNING TESTING AND REMEDIATION INITIATIVE REQUIREMENTS.
 - h. **“State”** means the State of Utah Department, Division, Office, Bureau, Agency, or other State entity identified in this Agreement.
 - i. **“Sub-Contractors”** means persons or entities under the direct or indirect control or responsibility of Contractor, including, but not limited to: Contractor’s agents; consultants; employees; authorized resellers; or anyone else for whom Contractor may be liable at any tier, including a person or entity providing or performing this Agreement, such as Contractor’s manufacturers, distributors, and suppliers. Sub-Contractors also include other collaborating entities that will assist in the execution of the project.
2. **PAYMENT:** Unless otherwise stated in this Agreement, the State agrees to pay Contractor the full reimbursement amount upon submission of a reimbursement request.
 - a. The acceptance by Contractor of final Local Assistance Monies payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to Contractor. No State payment is to be construed to prejudice any claims that the State may have against Contractor. The State may withhold, adjust payment amount, or require repayment of any Local Assistance Monies under this Agreement that is: (i) provided in reliance on an inaccurate or incomplete representation, (ii) unsupported by sufficient invoices or other documentation, (iii) not used by Contractor for the project identified, (iv) used for any purpose in violation of the terms of this Agreement or in violation of the law, or (v) paid in excess of what is actually owed.
3. **PERMISSIBLE USE OF FUNDING:**

- a. Funds awarded as part of this Agreement can only be used for expenditures directly related to completing the project as described in Attachment A: LEAD FREE LEARNING TESTING AND REMEDIATION INITIATIVE REQUIREMENTS. Any changes to the approved project must be submitted in writing and approval must be obtained prior to using funding outside of the originally approved project parameters. Funding obtained through this Agreement cannot be used to reimburse expenditures incurred prior to the Period of Performance.
- b. Due to the Local Assistance Monies being federal funds from the ARPA, it is the responsibility of the Contractor to adhere to all use of funding requirements as outlined in the applicable laws, including but not limited to American Rescue Plan Act of 2021, Public Law 117-2, codified at 42 U.S.C. § 802 et seq., Section 603 of the Social Security Act, 31 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 § 63J-4-801, et seq.
- c. Funds provided through this agreement are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding contractor monitoring and management, and subpart F regarding audit requirements. The CFDA number assigned to the CRF is 21.027, pending completion of registration by the federal government. Contractors are not subject to an audit pursuant to the Single Audit Act and 2 C.F.R. subpart F; however, Contractors may need to provide necessary documentation to the State as requested in order to assist the State with any audits.
- d. Contractor acknowledges and agrees that the State is subject to reporting requirements regarding the use of the Local Assistance Monies and that the State may be subject to recoupment by/to the United States Treasury for amounts that are not expended for eligible uses. Any use of awarded funding by Contractor that is contrary to the agreed upon project parameters or federal regulations will be subject to project cancellation and recoupment of awarded funds. See section 4 for additional information regarding recoupment of funds.
- e. Contractor may not loan, grant, or collateralize the Local Assistance Monies.

4. RECOUPMENT OF FUNDS

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

5. PERIOD OF PERFORMANCE

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

6. PERFORMANCE MEASURES

The Contractor agrees to establish and maintain performance measures for the project and to report on them in compliance with Attachment A: LEAD FREE LEARNING TESTING AND REMEDIATION INITIATIVE REQUIREMENTS.

7. REPORTING ON THE USE OF FUNDS

The Contractor acknowledges the State is required to report the use of all funds in accordance with the SLFRF Final Rule (87 Fed. Reg. 4338 (Jan. 27, 2022) (to be codified at 31 C.F.R. pt. 35)) and SLFRF Compliance and Reporting Guidance. See section 10 for records Contractor must keep in order to help the State comply

with reporting requirements.

8. CONTRACTOR MONITORING

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

9. LAWS AND REGULATIONS:

- a. During the term of this Agreement, Contractor will comply with all applicable federal and State constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements and including but not limited to American Rescue Plan Act of 2021 , Public Law 117-2, codified at 42 U.S.C. 802 et seq., Section 603 of the Social Security Act, 31 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 § 63J- 4-801, et seq .
- b. Contractor understands and agrees to comply with applicable provisions of Utah Code § 51-2a-102, 51-2a-201, and 51-2a-301. Before receiving any Local Assistance Monies, Contractor shall provide all documentation required by the sections of the Utah Code referenced in this section. Contractor acknowledges that the State is bound by the provisions referenced in this section and may withhold or demand return of Local Assistance Monies if the Contractor fails to comply with any provisions of these sections of the Utah Code, as amended.

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

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

12. INDEPENDENT CAPACITY: Contractor and sub-Contractors, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

13. EMPLOYMENT PRACTICES: Contractor shall abide by federal and State employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace.

Contractor shall further abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.

14. **AMENDMENTS:** The parties may amend this Agreement only by mutual written agreement, which amendment will be attached to this Agreement. Automatic renewals will not apply to this Agreement even if listed elsewhere in this Agreement.
15. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
16. **TERMINATION:** Unless otherwise stated in this Agreement, either party may terminate this Agreement with or without cause and upon written notice to the other party, at any time prior to the date on which the State disburses any of the Local Assistance Monies to Contractor. Under this section, "cause" means, without limitation, any material violation of the terms of the program or this Agreement. This agreement may only be terminated after the State disburses any of the Local Assistance Monies to Contractor if the Contractor returns all of the Local Assistance Monies that have been disbursed.
17. **NOTICE OF CHANGE OR REORGANIZATION:** If a change or reorganization occurs which affects Contractor's ability to perform under this Agreement, Contractor shall immediately notify the State. Changes or organizations that require notification to the State include, but are not limited to the following:
 - a. Material change(s) in the amount(s) of type of facilities, assistance, or staff Contractor provides to facilitate this Agreement; or
 - b. Any other change or reorganization that Contractor reasonably expects would be of interest or value to the State in the administration of this Agreement.
18. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to Contractor, the State may terminate this Agreement, in whole or in part, if the State determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) a change in available funds affects the State's ability to pay under this Agreement. A change of available funds as used in this section, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
19. **WORKERS COMPENSATION INSURANCE:** Contractor shall maintain, during the term of this Agreement, workers' compensation insurance for all its employees, as well as any sub-Contractors as required by law.
20. **REVIEWS:** The State may perform reviews, and/or comment upon Contractor's use of the Local Assistance Monies. Such reviews will not waive the requirement of Contractor to meet all the terms and conditions of this Agreement.
21. **ASSIGNMENT:** Contractor may not assign, sell, transfer, sub-agreement or sublet rights, or delegate any right or obligation under this Agreement, in whole or in part, without the prior written approval of the State. Contractor may not loan, grant, or collateralize the Local Assistance Monies.
22. **PUBLIC INFORMATION:** This Agreement and invoices will be public records in accordance with GRAMA. Contractor gives the State express permission to make copies of this Agreement, related documents, and invoices, available in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General

Services, all of which must be in accordance with GRAMA, Contractor also agrees that non-protected portions of Contractor's Application will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not required to inform Contractor of any GRAMA requests for disclosure of this Agreement, related documents, or invoices.

- 23. NON-PUBLIC INFORMATION:** If Non-Public Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and sub-Contractors of the obligations set forth in this Agreement; (ii) keep all Non-Public Information strictly confidential; and (iii) not disclose any Non-Public Information received by it to any third parties. Contractor will promptly notify the State of any potential or actual misuse or misappropriation of Non-Public Information. Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Upon termination or expiration of this Agreement and upon request by the State, Contractor will return all copies of Non-Public Information to the State or certify, in writing, that the Non-Public Information has been destroyed. This duty of confidentiality will be ongoing and survive the termination or expiration of this Agreement.
- 24. INDEMNITIES:**
- a. For Governmental Entity Contractors:** Both parties to this Agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code § 63G-7-101 et. seq.). Nothing in this Agreement will be construed as a waiver by either or both parties of any rights, limits, protections, or defenses provided by the Utah Governmental Immunity Act. Nor shall this Agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Agreement is otherwise entitled. Subject to and consistent with the Utah Governmental Immunity Act, each party is responsible for its own actions or negligence and will defend against any claim or lawsuit brought against it. There are no indemnity obligations between these parties, except for indemnification for infringement and indemnification for breach of duty of confidentiality as specified in this section.
 - b. Indemnification for Infringement:** Contractor indemnifies and holds the State harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. If there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.
 - c. Indemnification for Breach of Duty of Confidentiality:** As permitted by law, Contractor indemnifies, holds harmless, and will defend the State, including anyone for whom the State is liable, from claims related to a breach of the duty of confidentiality, as described in section 18, including any notification requirements, by Contractor or anyone for whom Contractor is liable.
- 25. OWNERSHIP IN INTELLECTUAL PROPERTY:** Each party recognizes that it has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other party, unless otherwise agreed upon by both parties in writing.
- 26. PUBLICITY:** Contractor shall submit to the State for written approval all advertising and publicity matters relating to this Agreement. The State may, at its sole discretion, provide approval, which must be in writing. If the State provides approval for advertising or publicity, Contractor shall give recognition and credit to the State of Utah in Advertising or public notice, at least in the form of a public acknowledgement of the receipt of Local Assistance Monies.
- 27. WAIVER:** A waiver of any right, power, or privilege will not be construed as a waiver of any subsequent right, power, or privilege.
- 28. ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Agreement,

the order of precedence shall be: (i) STATE OF UTAH COVID-19 LOCAL ASSISTANCE MATCHING GRANT PROGRAM GRANT AGREEMENT with signature(s); (ii) this Attachment B; (iii) Attachment A regarding requirements of the Lead-Free Learning Program; (iv) the State's additional terms and conditions, if any; (v) any other document listed or referenced in Agreement; and then (vi) Contractor's terms and conditions that are attached to this Agreement, if any. Any provision attempting to limit the liability of Contractor or the rights of the State must be in writing and attached to this Agreement, or the provision will be void.

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

(Revision date: 5 November 2021)