

A. LOUIS ZUNGUZE
DIRECTOR

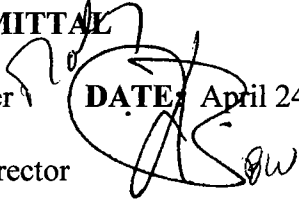
BRENT B. WILDE
DEPUTY DIRECTOR

SALT LAKE CITY CORPORATION

DEPT. OF COMMUNITY DEVELOPMENT
OFFICE OF THE DIRECTOR

ROSS C. "ROCKY" ANDERSON
MAYOR

CITY COUNCIL TRANSMITTAL

TO: Rocky J. Fluhart, Chief Administrative Officer  **DATE:** April 24, 2006

FROM: Louis Zunguze, Community Development Director

SUBJECT: U.S. Environmental Protection Agency Grant

STAFF CONTACTS: Sherrie Collins at 535-6150 or sherrie.collins@slc.gov

ACTION REQUIRED: Adoption of Resolution by the City Council

DOCUMENT TYPE: Resolution

BUDGET IMPACT: \$350,000 Grant Revenue and \$180,000 private funds

DISCUSSION:

Issue Origin: The Salt Lake City Public Utilities Department applied for and received a U.S. Environmental Protection Agency grant in the amount of \$350,000 to participate in a nationwide water efficiency benchmarking of single family homes. In addition, Public Utilities will partner with nine (9) other nationwide water departments who will provide \$20,000 each (\$180,000) to Salt Lake City to participate in the study. Other water departments include Roseville, CA; Las Vegas, NV; Clearwater, FL; Phoenix, AZ; Aurora, CO; Eugene, OR; Daytona Beach, FL; Denver, CO; and Cary, NC.

Analysis: Acting as the lead agency, Salt Lake City will contract with Aquacraft, Inc. to serve as the principal investigator to provide the data collection and analysis for the research study. The intent of this project is to collect data from several large water utilities across the United States that will provide information and answers pertaining to water usage in new and existing homes in an effort to demonstrate how the use of advanced technologies can reduce water use. Funds will be used for payment to consultant and grant monitor for grant oversight and management.

Recommendations: The Administration recommends that the City Council adopt the resolution authorizing the City to accept the grant and allocate the necessary budget to facilitate the program.

PUBLIC PROCESS:

This award/grant requires no other public process other than Council adoption by resolution and Public Hearing pertaining to the budget opening.

RELEVANT ORDINANCES: None

TABLE OF CONTENTS

- I. Attachment A: US Environmental Protection Agency Grant

Attachment A
US Environmental Protection Agency Grant

Salt Lake City Corporation
CAMP DOCUMENT ROUTING FORM
CITY SIGNATURE AND ACTIVATION PROCESS

April 6, 2006

Contract Number: 06-5-06-1923	Project:
Contractor: 04383 E P A	
Contract Title: U S DEPARTMENT OF EPA GRANT AGREEMENT	
Monitor: SHERRIE COLLINS	

Please complete your Step and forward to the next Step.

STEP 1	ACCOUNTING DIVISION - Encumber Funds
<i>No encumbrance April Dec</i>	I certify that funds are available. _____ OR Accounting Signature _____ Date _____ I certify that no encumbrance is required at this time and any future encumbrance will be checked against available budget by the accounting system.
	Accounting Signature <u><i>Camryn But</i></u> _____ Date <u><i>4/6/06</i></u> _____
	Funding Source: _____ Dept _____ Cost Center _____ Object Code _____ \$ _____
	Attach additional paperwork if more funding sources are needed. Limit \$ _____

STEP 2	CITY ATTORNEY'S OFFICE - Final Approval
Leave Blank For Date Stamp	Attorney: <u><i>Rory Spendlove</i></u> Insurance Required: N Perf Bond Required: N Pmt Bond Required: N This document has been approved as to form. <u><i>Rory Spendlove</i></u> <u><i>4/10/06</i></u> Attorney's Signature _____ Date _____

STEP 3	MAYOR'S OFFICE - Sign Document
Leave Blank For Date Stamp	INSTRUCTIONS: <u>Sign ALL documents.</u> Authorized Signer: <u><i>Ross C. Anderson</i></u> <u><i>Mayor</i></u> Name _____ Dept/Div _____ Forward ALL Signed documents to the Recorder's Office

STEP 4	RECORDER'S OFFICE - Activate
Leave Blank For Date Stamp	INSTRUCTIONS: When activated, keep 1 signed document, send other signed document(s) to: <u><i>Sherrie Collins</i></u> <u><i>HAND</i></u> <u><i>60150</i></u> Name _____ Department or Division _____ Phone _____

RESOLUTION NO. _____ OF 2006

AUTHORIZING SALT LAKE CITY CORPORATION
TO ACCEPT THE UNITED STATE ENVIRONMENTAL PROTECTION AGENCY GRANT

WHEREAS, the United State Environmental Protection Agency has awarded a grant to Salt Lake City Corporation, in the sum of \$350,000.00 to conduct a nationwide water efficiency benchmarking study of single family homes; and

WHEREAS, the attached grant Award has been prepared to accomplish said purposes;

THEREFORE, BE IT RESOLVED by the City Council of Salt Lake City, Utah:

1. It does hereby authorize and approve of Salt Lake City Corporation accepting the \$350,000.00 grant from the United States Environmental Protection Agency, for the purpose of providing financial aid to the City's Public Utilities Department to conduct a nationwide water efficiency benchmarking study of single family homes.

2. Ross C. Anderson, Mayor of Salt Lake City, Utah, is hereby authorized to receive said grant award and execute any and all subsequent agreements between the City and other entities resulting from said Award on behalf of Salt Lake City Corporation, so long as such subsequent agreements do not depart substantively from the grant award approved herein.

Passed by the City council of Salt Lake City, Utah, this day _____ day of _____, 2006.

Salt Lake City Council

By _____
Chairperson

ATTEST:

Approved as to Form:
Salt Lake City Attorney's Office
By: *W. Spauldine*
Date: 4/10/2006

LUANN CLARK
DIRECTOR

SALT LAKE CITY CORPORATION

COMMUNITY DEVELOPMENT
DIVISION OF HOUSING AND NEIGHBORHOOD DEVELOPMENT

ROSS C. ANDERSON
MAYOR

April 6, 2006

TO: Mayor Anderson

RE: AGREEMENT BETWEEN SALT LAKE CITY CORPORATION AND US ENVIRONMENTAL PROTECTION AGENCY

RECOMMENDATION: That you sign the two attached grant award documents between SLC Corporation and the US Environmental Protection Agency for the City to receive a \$350,000 grant from the EPA.

BACKGROUND AND DISCUSSION: The Public Utilities Department applied for and received this US Environmental Protection Agency grant in the amount of \$350,000 to participate in a water efficiency benchmarking of single family homes.

In addition, Salt Lake City Public Utilities will partner with nine (9) other nationwide water departments who will provide \$20,000 each (\$180,000) to Salt Lake City, to participate in the water efficiency benchmarking study. Other water departments include Roseville CA., Las Vegas NV., Clearwater FL., Phoenix AZ., Aurora CO., Eugene OR., Daytona Beach FL., Denver Co., and Cary NC.

Acting as the lead agency, Salt Lake City will contract with Aquacraft Inc, to serve as the principal investigator and to provide the data collection and analysis for the research study. The intent of the project is to collect data from several large water utilities across the US that will provide information and answers pertaining to water usage in new and existing homes, in an effort to demonstrate how the use of advanced technologies can reduce water use. Fund will be used for payment to consultant and grant monitor for grant oversight and management.

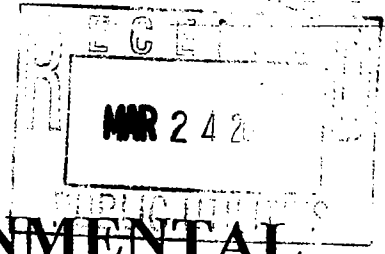
CONTACT PERSON: Sherrie Collins, 535-6150



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

WASHINGTON, D.C. 20460

OFFICE OF ADMINISTRATION
AND RESOURCES
MANAGEMENT



MAR 21 2006

Dear EPA Grant Recipient:

Federal funds have been approved for the project identified on the enclosed assistance agreement or assistance amendment. Please make a copy for your records and provide the appropriate copies within your organization. You must accept this assistance agreement or amendment by **signing and returning it to EPA within three weeks to the following address:**

U.S. Environmental Protection Agency
Grants Administration Division
Grants Operations Branch (3903R)
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460

Please note that the above address is EPA's mailing address for normal delivery. If you want to send the agreement/amendment via courier, the following address should be used:

U.S. Environmental Protection Agency
Ronald Reagan Building
Grants Administration Division (3903R)
Room 51288 (Mail Room)
1300 Pennsylvania Avenue, N.W.
Washington, D.C. 20004
(202) 564-5305

If the assistance agreement or amendment includes any terms and conditions requiring signed certifications or assurances, you must return them with the agreement or amendment. Payment will not be made until required certifications and assurances are received.

This project is subject to post award monitoring activities such as site visits, correspondence and/or telephone calls as appropriate.


At the conclusion of this agreement, you are required to submit, within 90 calendar days, all financial, performance and other reports as required by the terms and conditions and applicable EPA regulations (40 CFR 30 or 40 CFR 31). EPA regulations governing this grant may be viewed at: www.epa.gov/ogd/grants

If you have any questions, please contact the Grants Specialist identified on the award document.

Enclosures

EPA OFFICIAL FILE COPY
RETURNS AFTER SIGNATURE

EPA OFFICIAL FILE COPY
RETURNS AFTER SIGNATURE

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement	ASSISTANCE ID NO.			DATE OF AWARD 3/14/06	
		PRG	DOC ID	AMEND#		
		CP - 83285601 - 0			MAILING DATE 3/21/06	
		TYPE OF ACTION New			ACH# 80183	
RECIPIENT TYPE: Municipal		Send Payment Request to: Las Vegas Finance Center				
RECIPIENT:		PAYEE:				
Salt Lake City Corporation 1530 South West Temple Salt Lake City, UT 84115 EIN: 87-6000279		Controller, Salt Lake City Corporation 451 South State Street, Room 245 Salt Lake City, UT 84111				
PROJECT MANAGER		EPA PROJECT OFFICER		EPA GRANT SPECIALIST		
Stephanie Duer 1530 South West Temple Salt Lake City, UT 84115 E-Mail: stephanie.duer@slcgov.com Phone: 801-483-6860		John Flowers 1200 Pennsylvania Ave, NW, 4204M Washington, DC 20460 E-Mail: Flowers.John@epa.gov Phone: 202-564-0624		Jessica Durand 1200 Pennsylvania Ave, NW Washington, DC 20460, 3903R E-Mail: Durand.Jessica@epa.gov Phone: 202-564-5351		
PROJECT TITLE AND DESCRIPTION Water Efficiency Benchmarking for Single Family Homes This project will demonstrate how the use of advanced technologies can reduce water use and, therefore, lead to the reduction of water pollution. Data will be collected from several large water utilities on water use in standard new homes and in homes with highly water efficient appliances and fixtures in order to benchmark water use.						
BUDGET PERIOD 03/29/2006 - 12/14/2008		PROJECT PERIOD 03/29/2006 - 12/14/2008		TOTAL PROJECT PERIOD COST \$530,000.00		
				TOTAL BUDGET PERIOD COST \$530,000.00		
NOTE: The Agreement must be completed in duplicate and the Original returned to the appropriate Grants Management Office listed below, within 3 calendar weeks after receipt or within any extension of time as may be granted by EPA. Receipt of a written refusal or failure to return the properly executed document within the prescribed time, may result in the withdrawal of the offer by the Agency. Any change to the Agreement by the Recipient subsequent to the document being signed by the EPA Award Official, which the Award Official determines to materially alter the Agreement, shall void the Agreement.						
OFFER AND ACCEPTANCE						
The United States, acting by and through the U.S. Environmental Protection Agency (EPA), hereby offers Assistance/Amendment to the <u>Salt Lake City Corporation</u> for <u>67.00</u> % of all approved costs incurred up to and not exceeding <u>\$350,000</u> for the support of approved budget period effort described in application (including all application modifications) cited in the Project Title and Description above, signed <u>10/18/2005</u> included herein by reference.						
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE			
ORGANIZATION / ADDRESS Grants Administration Division 1200 Pennsylvania Ave, NW 3903R Washington, DC 20460			ORGANIZATION / ADDRESS Environmental Protection Agency Office of Water 1200 Pennsylvania Ave, NW Washington, DC 20460			
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY						
SIGNATURE OF AWARD OFFICIAL <i>Jeff Meabe</i>		TYPED NAME AND TITLE Mildred Lee, Chief - Grants Operations Branch A			DATE 3/14/06	
This agreement is subject to applicable U.S. Environmental Protection Agency statutory provisions and assistance regulations. In accepting this award or amendment and any payments made pursuant thereto, (1) the undersigned represents that he is duly authorized to act on behalf of the recipient organization, and (2) the recipient agrees (a) that the award is subject to the applicable provisions of 40 CFR Chapter 1, Subchapter B and of the provisions of this agreement (and all attachments), and (b) that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by EPA to have been overpaid will be refunded or credited in full to EPA.						
BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION						
SIGNATURE		TYPED NAME AND TITLE Ross C. Anderson, Mayor			DATE	

APPROVED AS TO FORM
Salt Lake City Attorneys Office
Date 4/10/2006
By *[Signature]*

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 350,000	\$ 350,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$ 180,000	\$ 180,000
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 530,000	\$ 530,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.463 - Water Quality Cooperative Agreements	Clean Water Act: Sec. 104(b)(3)	40 CFR PART 31

Fiscal									
Site Name	DCN	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
	W10010	06	E1C	23C	202B02E	41.83			350,000
									350,000

Budget Summary Page: Water Quality Cooperative Agreement

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$12,375
2. Fringe Benefits	\$4,409
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$513,216
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$530,000
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient <u>33.00</u> % Federal <u>67.00</u> %.)	\$530,000
12. Total Approved Assistance Amount	\$350,000
13. Program Income	\$0

Administrative Conditions

1. In accordance with Section 2(d) of the Prompt Payment Act (P.L. 97-177), Federal funds may not be used by the recipient for the payment of interest penalties to contractors when bills are paid late nor may interest penalties be used to satisfy cost sharing requirements. Obligations to pay such interest penalties will not be obligations of the United States.
2. Rights to inventions made under this assistance agreement are subject to the provisions of Title 37 Code of Federal Regulations (CFR), Part 401, 'Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements', as revised through the date of this assistance agreement.
3. The recipient agrees to comply with the MBE/WBE terms and conditions outlined in Attachment A.
4. In accordance with EPA regulations (40 C.F.R. 31.40 for State, local and tribal governments; 40 C.F.R. 30.51 for other recipients), the recipient agrees to submit quarterly progress reports to the EPA Project Officer within thirty days after each reporting period. These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

In addition, the report shall include brief information on each of the following areas: 1) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement work plan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The recipient agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan.

5. By accepting this agreement for the electronic method of payment through the Automated Clearing House (ACH) network using the EPA-ACH payment system, the recipient agrees to:

- (a) Request funds based on the recipient's immediate disbursement requirements by presenting an EPA-ACH Payment Request to your EPA Servicing Finance Office (see EPA-ACH Payment System Recipient's Manual for additional information).
- (b) Provide timely reporting of cash disbursements and balances in accordance with the EPA-ACH Payment System Recipient's Manual; and
- (c) Impose the same standards of timing and reporting on subrecipients, if any.

Failure on the part of the recipient to comply with the above conditions may cause the recipient to be placed on the reimbursement payment method.

6. As required by EPA regulations, the recipient agrees to submit a final **Financial Status Report (FSR) (Standard Form 269)** within 90 days after the end of this budget period to the following address:

U.S. Environmental Protection Agency
Las Vegas Finance Center
P.O. Box 98515
Las Vegas, Nevada 89193-8515

When the recipient submits a final FSR, the recipient will in one of the following ways make an adjustment for the amount of Federal funds, if any, received in excess of the EPA share of the reported total budget

period costs:

- (a) If the recipient is paid through EPA-ACH, they shall, in accordance with the enclosed payment guidance dated May 1995, refund excess assistance funds by either submitting a credit on a current EPA-ACH Payment Request or by sending a check to the lockbox address: U.S. Environmental Protection Agency, Las Vegas Financial Management Center, P.O. Box 371293M, Pittsburgh, Pennsylvania 15251.
- (b) If the recipient is paid by treasury check, they shall, in accordance with the enclosed payment guidance dated May 1995, refund excess assistance funds by submitting a check to the lockbox address in paragraph (a).

If funds are due to the recipient at the time of submission of the final FSR, the recipient shall follow the procedures as outlined on the enclosed payment guidance to request the appropriate amount of funds from EPA.

7. In accordance with EPA regulations (40 C.F.R. 31.40 for State, local and tribal governments; 40 C.F.R. 30.51 for other recipients), the recipient agrees to submit to the EPA Project Officer within 90 days after the expiration or termination of the approved project period a final report and at least one reproducible copy suitable for printing. The final report shall document project activities over the entire project period and shall include brief information on each of the following areas: 1) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement work plan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The recipient agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan.

8. Payment to consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2006, the limit is \$548.08 per day and \$68.51 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 CFR 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provided the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 31.36(j) or 30.27(b)

9. In accordance with EPA Order 1000.25, dated January 24, 1990, the recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to Standard Forms. These forms are printed on recycled paper and are available through the General Services Administration.

10. If a contract is awarded under this assistance agreement, the recipient agrees and is required to utilize the following affirmative steps to the maximum extent practicable:

- (1) Placing Small Businesses in Rural Areas (SBRAs) on solicitation lists;
- (2) Making sure that SBRAs are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by SBRAs;
- (4) Establishing delivery schedules, where the requirements of work will permit, which would

encourage participation by SBRAs;

(5) Using the service of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate; and

(6) Requiring the contractor to take the affirmative steps in subparagraphs (1) through (5) of this Condition, if subcontracts are awarded.

11. The recipient agrees to ensure that all requisitions for conference, meeting, convention, or training space funded in whole or in part with Federal funds comply with the Hotel and Motel Fire Safety Act of 1990.

12. The recipient agrees to provide EPA Form 5700-53, Lobbying and Litigation Certificate as mandated by EPA's annual appropriations act. A chief executive officer of any entity receiving funds under this Act shall certify that none of these funds have been used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The certification must be submitted in accordance with the instructions provided by the EPA award official and is due 90 days after the end of the project period.

13. Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (EPA). Current guidelines are contained in 40 CFR 247-254. State and local recipients and subrecipients of grants, loans, cooperative agreements or other instruments funded by appropriated Federal funds shall give preference in procurement programs to the purchase of recycled products pursuant to the EPA guidelines.

14. Recipients shall fully comply with Subpart C of 40 CFR Part 32, entitled "Responsibilities of Participants Regarding Transactions." Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 40 CFR Part 32, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 40 CFR 32.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipients may access the Excluded Parties List System at <http://www.epls.gov>. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

Programmatic Conditions

1. The recipient agrees that the EPA Project Officer or his designee will attend the kickoff meeting for the project and make the recipient aware of public information on resource efficient home programs that EPA and others have produced.

Utah
Attachment A

Minority Business Enterprises (MBE)/Womens' Business Enterprises (WBE) Terms and Conditions for non-SRF Recipients with EPA-approved FY 1999 MBE/WBE Goals that were not based on historical data of dollars awarded to MBEs and WBEs

1. The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements:

(a) The recipient accepts the applicable FY 1998 Minority Business Enterprise (MBE)/Womens' Business Enterprise (WBE) "fair share" goals/objectives negotiated with EPA by the State as the FY 1999 MBE/WBE "fair share" goals/objectives as follows:

	MBE	WBE
Construction	<u>4</u> %	<u>2</u> %
Supplies	<u>0.25</u> %	<u>0.25</u> %
Services	<u>0.5</u> %	<u>0.5</u> %
Equipment	<u>0.25</u> %	<u>0.25</u> %

OR

Combined Rate: _____ % _____ %

(b)(1) The recipient agrees to ensure, to the fullest extent possible, that at least the applicable "fair share" objectives of Federal funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and Historically Black Colleges and Universities.

(2) For assistance agreements related to research under the Clean Air Act Amendments of 1990, the recipient agrees to ensure, to the fullest extent possible, that at least the applicable "fair share" objectives of Federal funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women, disabled Americans, Historically Black Colleges and Universities, Colleges and Universities having a student body in which 40% or more of the students are Hispanic, minority institutions having a minority student body of 50% or more, and private and voluntary organizations controlled by individuals who are socially and economically disadvantaged.

(c) The recipient agrees to include in its bid documents the applicable "fair share" objectives and require all of its prime contractors to include in their bid documents for subcontracts the negotiated "fair share" percentages.

(d) The recipient agrees to follow the six affirmative steps or positive efforts stated in 40 CFR §30.44(b), 40 CFR §31.36(e), or 40 CFR §35.6580, as appropriate, and retain records documenting compliance.


(e) The recipient agrees to submit an EPA form 5700-52A "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements," beginning with the Federal fiscal year quarter the recipient receives the award and continuing until the project is completed. These reports must be submitted to MBE/WBE Coordinator, Lupe Saldana, U.S. Environmental Protection Agency, 1200 Pennsylvania Avenue, NW, Mail Code 3903R, Room 51288, Washington, D.C. 20460, 202-564-5353, within 30 days of the end of the Federal fiscal quarter (January 30, April 30, July 30, and October 30). For assistance awards for continuing environmental programs and assistance awards with institutions of higher education, hospitals and other non-profit organizations, the recipient agrees to submit an EPA form 5700-52A to MBE/WBE Coordinator, Lupe Saldana by October 30 of each year.

(f) If race and /or gender neutral efforts prove inadequate to achieve a "fair share" objective, the recipient agrees to notify EPA in advance of any race and/or gender conscious action it plans to take to more closely achieve the "fair share" objective.

2. EPA may take corrective action under 40 CFR Parts 30, 31, and 35, as appropriate, if the recipient fails to comply with these terms and conditions.

EPA OFFICIAL FILE COPY
RETURN AFTER SIGNATURE

EPA OFFICIAL FILE COPY
RETURN AFTER SIGNATURE

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement	ASSISTANCE ID NO.			DATE OF AWARD 3/14/06
		PRG	DOC ID	AMEND#	
		CP -	83285601	- 0	
		TYPE OF ACTION New			
PAYMENT METHOD: ACH				ACH# 80183	
RECIPIENT TYPE: Municipal		Send Payment Request to: Las Vegas Finance Center			
RECIPIENT:		PAYEE:			
Salt Lake City Corporation 1530 South West Temple Salt Lake City, UT 84115 EIN: 87-6000279		Controller, Salt Lake City Corporation 451 South State Street, Room 245 Salt Lake City, UT 84111			
PROJECT MANAGER		EPA PROJECT OFFICER		EPA GRANT SPECIALIST	
Stephanie Duer 1530 South West Temple Salt Lake City, UT 84115 E-Mail: stephanie.duer@slcgov.com Phone: 801-483-6860		John Flowers 1200 Pennsylvania Ave, NW, 4204M Washington, DC 20460 E-Mail: Flowers.John@epa.gov Phone: 202-564-0624		Jessica Durand 1200 Pennsylvania Ave, NW Washington, DC 20460, 3903R E-Mail: Durand.Jessica@epa.gov Phone: 202-564-5351	
PROJECT TITLE AND DESCRIPTION Water Efficiency Benchmarking for Single Family Homes This project will demonstrate how the use of advanced technologies can reduce water use and, therefore, lead to the reduction of water pollution. Data will be collected from several large water utilities on water use in standard new homes and in homes with highly water efficient appliances and fixtures in order to benchmark water use.					
BUDGET PERIOD 03/29/2006 - 12/14/2008		PROJECT PERIOD 03/29/2006 - 12/14/2008		TOTAL BUDGET PERIOD COST \$530,000.00	
				TOTAL PROJECT PERIOD COST \$530,000.00	
NOTE: The Agreement must be completed in duplicate and the Original returned to the appropriate Grants Management Office listed below, within 3 calendar weeks after receipt or within any extension of time as may be granted by EPA. Receipt of a written refusal or failure to return the properly executed document within the prescribed time, may result in the withdrawal of the offer by the Agency. Any change to the Agreement by the Recipient subsequent to the document being signed by the EPA Award Official, which the Award Official determines to materially alter the Agreement, shall void the Agreement.					
OFFER AND ACCEPTANCE					
The United States, acting by and through the U.S. Environmental Protection Agency (EPA), hereby offers Assistance/Amendment to the <u>Salt Lake City Corporation</u> for <u>67.00</u> % of all approved costs incurred up to and not exceeding <u>\$350,000</u> for the support of approved budget period effort described in application (including all application modifications) cited in the Project Title and Description above, signed <u>10/18/2005</u> included herein by reference.					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS			ORGANIZATION / ADDRESS		
Grants Administration Division 1200 Pennsylvania Ave, NW 3903R Washington, DC 20460			Environmental Protection Agency Office of Water 1200 Pennsylvania Ave, NW Washington, DC 20460		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
SIGNATURE OF AWARD OFFICIAL <i>Jeff Meade</i>		TYPED NAME AND TITLE Mildred Lee, Chief - Grants Operations Branch A		DATE 3/14/06	
This agreement is subject to applicable U.S. Environmental Protection Agency statutory provisions and assistance regulations. In accepting this award or amendment and any payments made pursuant thereto, (1) the undersigned represents that he is duly authorized to act on behalf of the recipient organization, and (2) the recipient agrees (a) that the award is subject to the applicable provisions of 40 CFR Chapter 1, Subchapter B and of the provisions of this agreement (and all attachments), and (b) that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by EPA to have been overpaid will be refunded or credited in full to EPA.					
BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION					
SIGNATURE		TYPED NAME AND TITLE		DATE	
		Ross.CC Anderson, Mayor			

APPROVED AS TO FORM
Salt Lake City Attorneys Office
Date 4/10/2006
By J. Spendlove

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 350,000	\$ 350,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$ 180,000	\$ 180,000
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 530,000	\$ 530,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.463 - Water Quality Cooperative Agreements	Clean Water Act: Sec. 104(b)(3)	40 CFR PART 31

Fiscal									
Site Name	DCN	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
	W10010	06	E1C	23C	202B02E	41.83			350,000
									350,000

Budget Summary Page: Water Quality Cooperative Agreement

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$12,375
2. Fringe Benefits	\$4,409
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$513,216
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$530,000
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient <u>33.00</u> % Federal <u>67.00</u> %.)	\$530,000
12. Total Approved Assistance Amount	\$350,000
13. Program Income	\$0

Administrative Conditions

1. In accordance with Section 2(d) of the Prompt Payment Act (P.L. 97-177), Federal funds may not be used by the recipient for the payment of interest penalties to contractors when bills are paid late nor may interest penalties be used to satisfy cost sharing requirements. Obligations to pay such interest penalties will not be obligations of the United States.
2. Rights to inventions made under this assistance agreement are subject to the provisions of Title 37 Code of Federal Regulations (CFR), Part 401, 'Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements', as revised through the date of this assistance agreement.
3. The recipient agrees to comply with the MBE/WBE terms and conditions outlined in Attachment A.
4. In accordance with EPA regulations (40 C.F.R. 31.40 for State, local and tribal governments; 40 C.F.R. 30.51 for other recipients), the recipient agrees to submit quarterly progress reports to the EPA Project Officer within thirty days after each reporting period. These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

In addition, the report shall include brief information on each of the following areas: 1) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement work plan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The recipient agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan.

5. By accepting this agreement for the electronic method of payment through the Automated Clearing House (ACH) network using the EPA-ACH payment system, the recipient agrees to:

- (a) Request funds based on the recipient's immediate disbursement requirements by presenting an EPA-ACH Payment Request to your EPA Servicing Finance Office (see EPA-ACH Payment System Recipient's Manual for additional information).
- (b) Provide timely reporting of cash disbursements and balances in accordance with the EPA-ACH Payment System Recipient's Manual; and
- (c) Impose the same standards of timing and reporting on subrecipients, if any.

Failure on the part of the recipient to comply with the above conditions may cause the recipient to be placed on the reimbursement payment method.

6. As required by EPA regulations, the recipient agrees to submit a final **Financial Status Report (FSR)** (Standard Form 269) within 90 days after the end of this budget period to the following address:

U.S. Environmental Protection Agency
Las Vegas Finance Center
P.O. Box 98515
Las Vegas, Nevada 89193-8515

When the recipient submits a final FSR, the recipient will in one of the following ways make an adjustment for the amount of Federal funds, if any, received in excess of the EPA share of the reported total budget

period costs:

- (a) If the recipient is paid through EPA-ACH, they shall, in accordance with the enclosed payment guidance dated May 1995, refund excess assistance funds by either submitting a credit on a current EPA-ACH Payment Request or by sending a check to the lockbox address: U.S. Environmental Protection Agency, Las Vegas Financial Management Center, P.O. Box 371293M, Pittsburgh, Pennsylvania 15251.
- (b) If the recipient is paid by treasury check, they shall, in accordance with the enclosed payment guidance dated May 1995, refund excess assistance funds by submitting a check to the lockbox address in paragraph (a).

If funds are due to the recipient at the time of submission of the final FSR, the recipient shall follow the procedures as outlined on the enclosed payment guidance to request the appropriate amount of funds from EPA.

7. In accordance with EPA regulations (40 C.F.R. 31.40 for State, local and tribal governments; 40 C.F.R. 30.51 for other recipients), the recipient agrees to submit to the EPA Project Officer within 90 days after the expiration or termination of the approved project period a final report and at least one reproducible copy suitable for printing. The final report shall document project activities over the entire project period and shall include brief information on each of the following areas: 1) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement work plan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The recipient agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan.

8. Payment to consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2006, the limit is \$548.08 per day and \$68.51 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 CFR 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provided the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 31.36(j) or 30.27(b)

9. In accordance with EPA Order 1000.25, dated January 24, 1990, the recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to Standard Forms. These forms are printed on recycled paper and are available through the General Services Administration.

10. If a contract is awarded under this assistance agreement, the recipient agrees and is required to utilize the following affirmative steps to the maximum extent practicable:

- (1) Placing Small Businesses in Rural Areas (SBRAs) on solicitation lists;
 - (2) Making sure that SBRAs are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by SBRAs;
 - (4) Establishing delivery schedules, where the requirements of work will permit, which would
-

encourage participation by SBRAs;

(5) Using the service of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate; and

(6) Requiring the contractor to take the affirmative steps in subparagraphs (1) through (5) of this Condition, if subcontracts are awarded.

11. The recipient agrees to ensure that all requisitions for conference, meeting, convention, or training space funded in whole or in part with Federal funds comply with the Hotel and Motel Fire Safety Act of 1990.

12. The recipient agrees to provide EPA Form 5700-53, Lobbying and Litigation Certificate as mandated by EPA's annual appropriations act. A chief executive officer of any entity receiving funds under this Act shall certify that none of these funds have been used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The certification must be submitted in accordance with the instructions provided by the EPA award official and is due 90 days after the end of the project period.

13. Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (EPA). Current guidelines are contained in 40 CFR 247-254. State and local recipients and subrecipients of grants, loans, cooperative agreements or other instruments funded by appropriated Federal funds shall give preference in procurement programs to the purchase of recycled products pursuant to the EPA guidelines.

14. Recipients shall fully comply with Subpart C of 40 CFR Part 32, entitled "Responsibilities of Participants Regarding Transactions." Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 40 CFR Part 32, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 40 CFR 32.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipients may access the Excluded Parties List System at <http://www.epls.gov>. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

Programmatic Conditions

1. The recipient agrees that the EPA Project Officer or his designee will attend the kickoff meeting for the project and make the recipient aware of public information on resource efficient home programs that EPA and others have produced.

Utah
Attachment A

Minority Business Enterprises (MBE)/Womens' Business Enterprises (WBE) Terms and Conditions for non-SRF Recipients with EPA-approved FY 1999 MBE/WBE Goals that were not based on historical data of dollars awarded to MBEs and WBEs

1. The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements:

(a) The recipient accepts the applicable FY 1998 Minority Business Enterprise (MBE)/Womens' Business Enterprise (WBE) "fair share" goals/objectives negotiated with EPA by the State as the FY 1999 MBE/WBE "fair share" goals/objectives as follows:

	MBE	WBE
Construction	<u>4</u> %	<u>2</u> %
Supplies	<u>0.25</u> %	<u>0.25</u> %
Services	<u>0.5</u> %	<u>0.5</u> %
Equipment	<u>0.25</u> %	<u>0.25</u> %

OR

Combined Rate: _____ % _____ %

(b)(1) The recipient agrees to ensure, to the fullest extent possible, that at least the applicable "fair share" objectives of Federal funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and Historically Black Colleges and Universities.

(2) For assistance agreements related to research under the Clean Air Act Amendments of 1990, the recipient agrees to ensure, to the fullest extent possible, that at least the applicable "fair share" objectives of Federal funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women, disabled Americans, Historically Black Colleges and Universities, Colleges and Universities having a student body in which 40% or more of the students are Hispanic, minority institutions having a minority student body of 50% or more, and private and voluntary organizations controlled by individuals who are socially and economically disadvantaged.

(c) The recipient agrees to include in its bid documents the applicable "fair share" objectives and require all of its prime contractors to include in their bid documents for subcontracts the negotiated "fair share" percentages.

(d) The recipient agrees to follow the six affirmative steps or positive efforts stated in 40 CFR §30.44(b), 40 CFR §31.36(e), or 40 CFR §35.6580, as appropriate, and retain records documenting compliance.

(e) The recipient agrees to submit an EPA form 5700-52A "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements," beginning with the Federal fiscal year quarter the recipient receives the award and continuing until the project is completed. These reports must be submitted to MBE/WBE Coordinator, Lupe Saldana, U.S. Environmental Protection Agency, 1200 Pennsylvania Avenue, NW, Mail Code 3903R, Room 51288, Washington, D.C. 20460, 202-564-5353, within 30 days of the end of the Federal fiscal quarter (January 30, April 30, July 30, and October 30). For assistance awards for continuing environmental programs and assistance awards with institutions of higher education, hospitals and other non-profit organizations, the recipient agrees to submit an EPA form 5700-52A to MBE/WBE Coordinator, Lupe Saldana by October 30 of each year.

(f) If race and /or gender neutral efforts prove inadequate to achieve a "fair share" objective, the recipient agrees to notify EPA in advance of any race and/or gender conscious action it plans to take to more closely achieve the "fair share" objective.

2. EPA may take corrective action under 40 CFR Parts 30, 31, and 35, as appropriate, if the recipient fails to comply with these terms and conditions.