

## FUNDING AGREEMENT

This AGREEMENT is made effective this 20 day of November, 2024, (“Effective Date”) between Pinal County, a political subdivision of the State of Arizona (hereinafter referred to as “Pinal County”) and Casa Grande, a municipal corporation of the state of Arizona (hereinafter referred to as “Sub Recipient”).

### RECITALS

**WHEREAS**, A.R.S. § 41-101.01 authorizes the Office of the Governor of the State of Arizona to execute and administer contracts and is charged with the responsibility of administering the Coronavirus State and Local Fiscal Recovery Funds allocated to the State of Arizona and A.R.S. §11-952 authorizes public agencies to enter into agreements to contract for services, to jointly exercise any powers common to the public agencies, and for joint or cooperative action.

**WHEREAS**, Pinal County has applied for and received American Rescue Plan Act of 2021 (hereinafter referred to as “ARPA”), H.R. 1319; Title IX—Committee on Finance; Subtitle M—Coronavirus State and Local Fiscal Recovery Funds; Section 9901, Coronavirus State and Local Fiscal Recovery Funds through the State of Arizona; and

**WHEREAS**, the U.S. Department of the Treasury has published final rules to implement the ARPA (Federal Register / Vol. 87, No. 14 / Thursday, January 27, 2022, 31 CFR Part 35 / (Rules and Regulations); and

**WHEREAS**, the ARPA funds may be used to provide investments in water, sewer and broadband infrastructure to maintain an adequate level of service; and

**WHEREAS**, § 35.6(e)(1) of the Treasury Department’s final rules identify water and sewer investments as acceptable programs and services for which ARPA funds may be used; and

**WHEREAS**, during the COVID-19 pandemic access to clean and reliable water impacted the spread of the COVID-19 virus; and

**WHEREAS**, the purpose of this Agreement is to respond to the public health emergency caused by COVID-19, and to provide funds to assist in the economic recovery from the pandemic. Therefore time is of the essence and the speedy use of these funds is vital to the effectiveness of the ARPA; and

**WHEREAS**, Sub Recipient provides services that include drinking water systems, and the ARPA funds expended in this Agreement will be used by Sub Recipient to address these public health needs. Specifically, Sub Recipient intends to use the funds to enhance drinking water systems for the purpose of improving drinking water quality and resilience for the drinking water system; and

**WHEREAS**, the funds must be used for costs incurred between June 1, 2023 and September 30, 2026. The funds must be obligated by December 31, 2024 and expended no later than September 30, 2026; and

**WHEREAS**, the Federal Government's published reporting requirements for the use of ARPA funds include, but are not limited to; Code of Federal Regulations, 2 CFR Part 200 (<https://ecfr.federalregister.gov/current/title-2/subtitle-A>), information from the General Services Administration (<https://sam.gov/fal/7cecfdef62dc42729a3fdcd449bd62b8/view>), Compliance and Reporting Guidance (<https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>) from the Department of the Treasury, the 2020 OMB Compliance Supplement Part 3, Compliance Requirements for 2 CFR Part 200, Appendix XI, issued on August 18, 2020 ([https://www.whitehouse.gov/wp-content/uploads/2020/08/2020-Compliance-Supplement-FINAL\\_08.06.20.pdf](https://www.whitehouse.gov/wp-content/uploads/2020/08/2020-Compliance-Supplement-FINAL_08.06.20.pdf)), and memorandums from the Office of Management and Budget (<https://www.whitehouse.gov/wp-content/uploads/2020/04/Implementation-Guidance-for-Supplemental-Funding-Provided-in-Response.pdf>, and [https://www.whitehouse.gov/wp-content/uploads/2021/03/M\\_21\\_20.pdf](https://www.whitehouse.gov/wp-content/uploads/2021/03/M_21_20.pdf)); and

**WHEREAS**, the ARPA funds are to be used to enhance and expand the existing water treatment and delivery systems for the benefit of the residents within the geographical boundaries of the area defined within the application which is approximately 31 square miles in southwestern Casa Grande, from Clayton to I-8, and Montgomery to Trezell Road, and for the benefit of residents with this area; and

**WHEREAS**, Pinal County is authorized to distribute the ARPA funds to sub-recipients. Sub-recipients are required to use ARPA funds to accomplish the purposes of the ARPA; and

**WHEREAS**, Casa Grande wishes to become a sub-recipient of ARPA funds and has requested \$15,000,000.

**WHEREAS**, the ARPA funds are subject to repayment if they are not spent consistent with the purposes, laws, rules, and guidelines of the ARPA.

**WHEREAS**, Pinal County and Sub Recipient believe the use of the funds pursuant to this Agreement is allowed by the laws, rules, and guidelines of the ARPA.

**WHEREAS**, Pinal County has the authority to enter into this Agreement pursuant to the ARPA, and A.R.S. §§ 11-201, and 11-251.

## **AGREEMENT**

**NOW THEREFORE**, Pinal County and Sub Recipient, in consideration of the mutual covenants set forth herein, agree to be legally bound as follows.

### **1. Incorporation of Recitals**

- a. The Recitals set forth above are incorporated into this Agreement.

## 2. Duration of this Agreement

This Agreement shall commence on the Effective Date and shall remain in effect until the end of the Federal Government's right to audit and require the return of any misspent funds.

## 3. Termination

- a. If either party fails to perform its respective obligations herein, the non-defaulting party shall give written notice of the default to the defaulting party. If the default is not cured within thirty (30) days of receipt of the notice of default, the non-defaulting party may terminate this Agreement upon written notice of termination delivered to the defaulting party. Any termination of this Agreement shall not relieve the parties of responsibility for obligations incurred prior to the effective date of the termination. Further, any monies not properly spent by Sub Recipient prior to termination shall be returned to Pinal County no later than ten (10) days from the date of termination. Paragraphs 6(e), 6(f), 6(g) and (7) shall survive the termination of this Agreement.

## 4. Conflict of Interest

- a. This Agreement is subject to cancellation under the conflict of interest provisions of A.R.S. § 38-511.

## 5. Duties of Pinal County

- a. Pinal County agrees to provide the ARPA funds as outlined in this Agreement.
- b. Pinal County shall review the Plan(s) submitted by Sub Recipient identifying projects it intends to accomplish with the ARPA funds. Only after Pinal County has approved Sub Recipient's plans can any ARPA monies be spent.
- c. Upon Sub Recipient providing Pinal County with documentation confirming payment for the project or purposes of this Agreement, Pinal County will reimburse Sub Recipient with ARPA funds within thirty (30) calendar days.
- d. Pinal County shall comply with the Federal Government's reporting requirements for the ARPA (including 2 CFR 200.1).
- e. Pinal County shall monitor the use of these ARPA funds by Sub Recipient, consistent with the Federal Government's requirements (including 2 CFR 200.332).

## 6. Duties of Sub Recipient

- a. Prior to spending any monies toward any projects, Sub Recipient shall submit a written Plan(s) to Pinal County identifying the projects it intends to accomplish, and how ARPA funds will be spent.

- b. Sub Recipient agrees to expend these ARPA funds solely for the following purposes:
  - i. the enhancement and expansion of existing water treatment and delivery systems for the benefit of the residents in the area of Thornton and Selma Roads;
- c. Sub Recipient's use of the ARPA funds shall be abide by all laws, rules, and guidelines of the Federal Government for these ARPA funds.
- d. Sub Recipient shall provide in a timely manner any information Pinal County needs to comply with the Federal Government's reporting requirements (including 2 CFR 200.1 and 2 CFR 200.332). This includes, but is not limited to; providing copies of contracts, contract amendments, line-item detail of project budgets, receipts, invoices, packing slips, purchase orders, and payments.
- e. Sub Recipient shall comply with, and assist Pinal County in complying, any Federal Government Audit requirements (including 2 CFR Part 200, Subpart F). Sub Recipient shall keep and maintain proper and complete books, records, files, and accounts of all its operations, which shall be open for inspection and audit by Pinal County or its auditors, at all reasonable times. All books, accounts, reports, files and other records relating to this Agreement shall be subject to inspection and audit by Pinal County for the later of five years after completion of the Agreement or the last date of the Federal Government's auditing of the use of ARPA funds.
- f. Sub Recipient shall reimburse Pinal County for any and all use of these ARPA funds in the event that the Federal Government determines the use did not comply with the ARPA laws, rules, and guidelines. The intent of the parties is that Sub Recipient will reimburse Pinal County within a timeframe that allows Pinal County to use the reimbursed funds to refund the money to the U.S. Department of the Treasury, as required by the ARPA.
- g. Sub Recipient shall comply with the Federal Government's requirements regarding the purchase, use, and disposition of real property and/or equipment. This includes, but is not limited to, the following:
  - i. Equipment and real property acquired with these funds must be used solely for the purpose(s) stated in this Agreement and consistent with the ARPA.
  - ii. Any purchase, use, and disposition of equipment or real property with these funds must comply with the Uniform Guidance at 2 CFR Part 200, Subpart D (including 2 CFR 200.311 and 2 CFR 200.313).

7. Indemnification

- a. To the fullest extent allowed by law, Sub Recipient shall indemnify, defend, and hold harmless Pinal County, its officials, board members, officers, agents and employees, from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including any attorney's fees, litigation expenses and/or arbitration expenses, which may be brought or made against or incurred by Pinal County on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, by reason of any omission, professional effort, fault, mistake or negligent act, whether active or passive, of Sub Recipient, its employees, agents or representatives or subcontractors, their employees, volunteers, agents or representatives in connection with or incident to the performance of this Agreement. Such indemnity shall not be limited by reason of remuneration of any insurance coverage herein provided. Every provision of this indemnification paragraph shall survive the termination of this Agreement.

8. Governing Law

- a. This Agreement is executed in the State of Arizona and this Agreement and every matter or thing arising therefrom shall be construed in accordance with the laws of the State of Arizona. In the event of litigation, jurisdiction and venue shall be Pinal County.

9. Alternative Dispute Resolution

- a. Pursuant to A.R.S. § 12-1518, disputes under this Agreement shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.

10. Entire Agreement

- a. This Agreement contains the entire, integrated agreement of the parties and there are no oral agreements, understandings, or representations relied upon by the parties. This Agreement supersedes all prior negotiations, representations, or agreements, whether written or oral.

11. Amendments and Modifications

- a. No modification or amendment of any provision of this Agreement shall be valid unless it is in writing and signed by the party against whom it is sought to be enforced.

12. Notice

- a. All notices and other communication authorized or required in this Agreement shall be in writing and shall be deemed to have been given when delivered personally or deposited in the United States mail in a postage pre-paid envelope addressed to the other party to the address provided herein.

**Pinal County**

Pinal County Manager  
P.O. Box 827  
Florence AZ 85132

**Casa Grande**

Larry Rains/City Manager  
City of Casa Grande  
510 E. Florence Blvd.  
Casa Grande, AZ 85122

13. Assignability

- a. Sub Recipient agrees that it shall not assign, sublet, or transfer its interest in this Agreement without the written consent of the Pinal County Board of Supervisors.

14. Successors and Assigns

- a. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties.

15. Waiver

- a. Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all parties. The failure of claimant to enforce the provisions of this Agreement or require performance by opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other subsequent breach of the Agreement.

16. Severability

- a. In case one or more provision of this Agreement is held invalid or voidable, the validity of the remaining provisions shall not be affected thereby, and the Agreement shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

17. Legal Agreement

- a. This Agreement is an important, binding legal document, and each Party warrants it has had an opportunity to consult with an attorney about the terms set forth herein. By signing this Agreement, each person signing this Agreement represents and warrants

that he or she is duly authorized and has the legal capacity to execute this Agreement and understands the meaning of all terms contained herein and agrees to their application and enforceability.


**APPROVALS**

By the signatures below of their duly authorized officials, the parties agree to, and accept, the terms of this Agreement.

**Pinal County, Arizona, a political subdivision of the State of Arizona**

**City of Casa Grande, Arizona, a political subdivision of the State of Arizona**

By: \_\_\_\_\_  
Mike Goodman, Chairman  
Pinal County Board of Supervisors

By:  \_\_\_\_\_  
Craig McFarland, Mayor  
City of Casa Grande

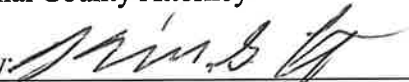
Date: \_\_\_\_\_

Date: 11-26-24

**This Agreement has been reviewed by the undersigned counsel who have determined that it is in appropriate form and within the powers and authority granted to each counsel's respective Party.**

Attorney for Pinal County  
Kent Volkmer  
Pinal County Attorney

Attorney for Sub-Recipient  
Brett Wallace  
City Attorney

By:  \_\_\_\_\_  
Kevin Costello, Deputy County Attorney


By:  \_\_\_\_\_  
Brett Wallace, City Attorney

Date: 12/11/24

Date: 11/22/24

**Attestation**

By: \_\_\_\_\_  
Natasha Kennedy, Clerk  
Pinal County Board of Supervisors

By:  \_\_\_\_\_  
Gloria Leija, MMC  
Clerk for the City of Casa Grande

**EXHIBIT A**

**I. SUBRECIPIENT INFORMATION**

Organization Name	City of Casa Grande
Address	510 East Florence Blvd
City, State, Zip Code	Casa Grande, Arizona 85122
Telephone	520-421-8600
Contact Person	Larry Rains
Tax Identification #	
UEI	CN49NAYFM7F9

**II. PROGRAM INFORMATION**

Grant	State of Arizona American Rescue Plan Act State and Local Fiscal Recovery Funds
Date of Agreement	April 10, 2024
Pinal County Award	\$15,000,000
Amount to Subrecipient	\$15,000,000
CFDA #	21.027
Period of Performance	June 1, 2023 – September 30, 2026
Budget Period	June 1, 2023 – September 30, 2026