

Exhibit No. 1

WORK DESCRIPTION & COST BREAKDOWN

Hildale City Water Department

**RECIPIENT AGREEMENT
FOR ARPA GRANT ASSISTANCE**

PROJECT DESCRIPTION

Hildale City Water Department has requested and been approved for construction funding from the Drinking Water Board. This construction funding is for drinking water system infrastructure improvements including a new booster pump station for Hildale City Water Department. To partially fund this work, the Board authorized construction grant funding of \$278,050 to the City.

SCOPE OF WORK

(Please attach a copy of the scope of work)

Contract #
SRF Loan # 3S2669
Amount: \$278,050
Recipient: Hildale City Water Department
Tax ID # 86-0266404

AMERICAN RESCUE PLAN ACT of 2021

RECIPIENT AGREEMENT
FOR ARPA GRANT ASSISTANCE

STATE OF UTAH

Department of Environmental Quality
Drinking Water Board

This Recipient Agreement (the "Agreement") is entered into by and between the State of Utah, Department of Environmental Quality, Drinking Water Board (hereinafter the "BOARD") and

Hildale City Water Department

an applicant for construction funding under the Drinking Water Board provisions contained in R309-705 of the Utah Administrative Code as authorized by Utah Code Title 73, Chapter 10c, (hereinafter the "RECIPIENT"). Pursuant to the provisions of the Statute, and the powers and functions of the Drinking Water Board, the BOARD hereby finds and determines, based upon the formal application of the RECIPIENT, the evidence provided by the RECIPIENT to the BOARD and its staff, and information developed by the BOARD in its own investigations and at the hearings on the application of the RECIPIENT, the following, that:

1. The RECIPIENT is a political subdivision of the State of Utah or a Utah Corporation.
2. The BOARD has determined that construction funding is necessary to complete the proposed Project as described hereafter as Exhibit-1.
3. The RECIPIENT has been authorized by the BOARD pursuant to Section R309-705 of the Utah Administrative Code and as authorized by Utah Code Title 73-10c-4 to receive funding for the project.

Based upon these findings, the BOARD is authorized and empowered to, and does hereby, enter into the following Agreement with the RECIPIENT.

GENERAL PROVISIONS

1. The BOARD shall provide the RECIPIENT the amount of \$ 278,050 (FUNDING AMOUNT) for the completion of the Project as described in Exhibit-1, Work Description and Cost Breakdown.
2. The RECIPIENT shall complete the Project described in Exhibit-1, Work Description and Cost Breakdown. Work must be completed, and final reimbursement requests submitted by **November 30, 2026** or this Agreement may be canceled by written notice from the BOARD to the RECIPIENT. No work completed after receipt of the notice shall be reimbursable.
3. The RECIPIENT shall notify the BOARD in writing of any proposed modifications to the Project which alters Exhibit-1, Work Description and Cost Breakdown. If such notification is not received, the cost of the proposed modification will be disallowed.
4. The FUNDING AMOUNT shall be deposited with other funds, including other principal forgiveness or loan monies, necessary to complete the Project into a supervised escrow account at the time this Agreement is executed. All disbursements from the escrow account must be reviewed and approved in advance by the RECIPIENT and the BOARD. Any unused funds remaining in the escrow account upon completion of the Project, limited to the FUNDING AMOUNT or a pro-rata share, must be returned to the BOARD.
5. The RECIPIENT shall comply with all laws which normally govern its affairs in regard to contracts, fiscal procedures and procurement procedures.
6. The RECIPIENT shall indemnify and hold harmless the State of Utah, the Department of Environmental Quality, the Division of Drinking Water, the BOARD and their officers, agents and employees from and against any and all loss, damage, injury, liability, and claims, including claims for personal injury or death, damages to personal property and liens of workmen and materialmen, howsoever caused, resulting directly or indirectly from the performance of this Agreement by the RECIPIENT, or the operations of the Project and the culinary water system for which this Project is a part including attorneys fees and costs in the investigation or defense of any claim, whether or not the claim has merit.
7. The RECIPIENT shall be an independent contractor, and, as such, shall have no authorization, express or implied, to bind the State of Utah, the Department of Environmental Quality, the Division of Drinking Water, or the Drinking Water Board to any agreement, settlement, liability, or understanding whatsoever, nor to perform any acts as agent for the State of Utah, except as herein expressly set forth.

EXECUTION

NOW, THEREFORE, by virtue of the authority contained in Utah Code Title 73, Chapter 10c, as amended, the parties hereto mutually agree to perform this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 20____. This Agreement will take effect upon approval as evidenced by the appropriate signatures.

RECIPIENT

Hildale City Water Department
320 E Newell Ave
PO Box 840490
Hildale, UT 84784

By: Donia Jessop
Date: 12-17-2024
Donia Jessop
Mayor

By: Sirrene J. Barlow
Date: 12-17-2024
Sirrene Barlow
Treasurer/Recorder

STATE

APPROVED - DRINKING WATER BOARD

By: _____
Date: _____
Michael J. Grange, P.E.
Assistant Executive Secretary

APPROVED - DIVISION OF FINANCE

By: _____
Date: _____

