

AGREEMENT

NO. EV25-0034

between the

LAKE HAVASU CITY

and the

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

WHEREAS, **THIS AGREEMENT** is between the **STATE OF ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY** hereinafter referred to as the “Department” or “ADEQ”, authorized to contract pursuant to A.R.S. § 49-104(B), and **LAKE HAVASU CITY** [hereinafter referred to as the “Subrecipient” or “LAKE HAVASU CITY FIRE DEPARTMENT”].

THEREFORE, ADEQ and LAKE HAVASU CITY FIRE DEPARTMENT agree to the terms contained in this Agreement.

I. PURPOSE AND SCOPE OF AGREEMENT

The purpose of this Agreement is to fund and administer LAKE HAVASU CITY FIRE DEPARTMENT's proposed activities supporting the Hazardous Materials Emergency Preparedness (HMEP) grant program mission to ensure the safe transportation of hazardous materials. These activities are funded as a subaward made possible through HMEP Grant No. 693ZJK32240018HMEP, valid from October 1, 2024 through September 30, 2025.

Federally funded, the HMEP grant fund was established in 1990 through the Hazardous Materials Transportation Uniform Safety Act. In 1993 the Pipeline and Hazardous Materials Safety Administration (PHMSA) started issuing grants to assist States, Territories and Tribes to "develop, improve, and carry out emergency plans" within the National Response System and Emergency Planning and Community Right-To-Know Act of 1986.

The HMEP grant program is designed to allow grantees the flexibility to implement training and planning programs that address differing needs for each location based on demographics, emergency response capabilities, commodity flow studies and hazard analysis.

In Arizona, ADEQ is the agency designated to receive the grant funds and awards funds through AZSERC to provide to Local Emergency Planning Committees (LEPCs) and first responder organizations. The distribution amount of the funds from the HMEP grant is provided under A.R.S. § 49-123(H) and 49 U.S.C. part 5116 and is governed by the A.A.C. R18-18-110 and 49 CFR part 110.

This written Agreement includes all terms in this document; Attachment 1 – Award Notification Letter, dated October 3, 2024; Attachment 2 – Requirements for Pass-through Entities; Attachment 3 – ADEQ HMEP Reimbursement Request/Progress Report forms; and any modifications approved in accordance herewith.

II. TERM OF AGREEMENT, MODIFICATION, TERMINATION, AND INTEGRATION

- A. This Agreement shall be effective October 3, 2024 and shall terminate on October 31, 2025, contingent upon funding. LAKE HAVASU CITY FIRE DEPARTMENT shall complete all activities described in the project narratives submitted and approved by PHMSA (Attachment 1) by September 30, 2025.
- B. The Agreement may be modified or renegotiated for additional periods upon mutual written agreement by ADEQ and LAKE HAVASU CITY FIRE DEPARTMENT, by formal agreement amendment executed with the same formalities as this Agreement.
- C. Either party may terminate this Agreement at any earlier time by providing written notice to the other party at least thirty (30) days prior to the termination date. The notice shall specify the effective date of termination.
- D. This Agreement constitutes the entire Agreement between the parties and supersedes all other prior understandings, whether oral or written.

III. DESCRIPTION OF SERVICES

- A. ADEQ shall:
 - 1. Reimburse LAKE HAVASU CITY FIRE DEPARTMENT up to \$4,800 to complete the activities described in the project narrative submitted and approved by PHMSA (Attachment 1).
- B. LAKE HAVASU CITY FIRE DEPARTMENT shall:
 - 1. Complete the activities described in Attachment 1 by September 30, 2025; and
 - 2. Notify ADEQ as specified in section XV(B) of this Agreement if LAKE HAVASU CITY FIRE DEPARTMENT determines that the funds obligated through this Agreement will not be fully utilized during the grant period.

IV. MANNER OF FINANCING AND PAYMENT

- A. ADEQ shall reimburse LAKE HAVASU CITY FIRE DEPARTMENT for completion of the activities described in Attachment 1, not to exceed \$4,800.
- B. Reimbursements shall be paid within thirty days after receipt of an HMEP Reimbursement Request/Progress Report (HRRPR) and accompanying documentation that demonstrates the activity was completed. HRRPR shall include detailed support documentation so as to determine that expenses are reasonable, allowable, and allocable to the activities described in Attachment 1. Upon the receipt of proper HRRPR, ADEQ agrees to process payments in accordance with this Subaward and 2 CFR 200.305.
- C. Reimbursement for travel expenses are subject to the State of Arizona Accounting Manual (SAAM) Topic 50 Travel Policies, available at

<https://gao.az.gov/state-arizona-accounting-manual-saam>; or subrecipient's travel policy, when provided, whichever is most restrictive.

- D. HMEP Reimbursement Request/Progress Report must be submitted to ADEQ as specified in section XV(A) of this Agreement not later than thirty days after completion of activities described in Attachment 1.
- E. A final HMEP Reimbursement Request/Progress Report must be submitted to ADEQ as specified in section XV(A) of this Agreement not later than thirty days after the completion of the activities described in Attachment 1, or by the termination date of this Agreement, whichever occurs earlier.
- F. This Agreement is funded as a subaward made possible through a Federal Award from the U.S. Department of Transportation, Pipeline and Hazardous Material Safety Administration (PHMSA). As such, ADEQ is required to provide each subrecipient with specific information related to the Federal Award. This information can be found in Attachment 2 – Requirements for Pass-through Entities.

V. REPORTING REQUIREMENTS

Submittal of a proper HMEP Reimbursement Request/Progress Report shall serve as a Progress Report for activities completed under this Agreement.

VI. APPLICABLE LAW

- A. This Agreement shall be governed by and construed in accordance with Arizona Revised Statutes Title 49 and other laws and regulations of the State of Arizona as applicable, including the Arizona Procurement Code at A.R.S. § 41-2501 *et. seq.* and administrative rules and regulations A.A.C. R2-7-101 *et. seq.*
- B. In the event of any judicial proceeding related to this Agreement or any unauthorized Subcontract the parties agree that venue shall be proper in Maricopa County, Arizona. *See* A.R.S. §§ 12-123 and 12-401(17).
- C. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

VII. SUBAWARDS

LAKE HAVASU CITY FIRE DEPARTMENT shall request and receive approval from ADEQ prior to issuing subawards funded through this Agreement. The following definitions are applicable to this paragraph:

- A. "Subaward" means any payment to a subrecipient to carry out part of this Agreement.
- B. "Subrecipient" means a non-Federal entity that receives a subaward to carry out a part of this Agreement.
- C. "Non-Federal Entity" means a state, local government, Tribal Nation or Community, institution of higher education (IHE), or nonprofit organization that carries out a part of this Agreement.

VIII. NON-AVAILABILITY OF FUNDS

In accordance with A.R.S. § 35-154, every payment obligation of ADEQ under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADEQ at the end of the period for which funds are available. No liability shall accrue to ADEQ in the event this provision is exercised, and ADEQ shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

IX. FUND MANAGEMENT

LAKE HAVASU CITY FIRE DEPARTMENT must manage funds according to applicable federal regulations for administrative requirements, cost principles and audits in 2 CFR Part 200. LAKE HAVASU CITY FIRE DEPARTMENT must maintain adequate business systems to comply with federal requirements. The business systems that must be maintained are:

- A. Financial Management
- B. Procurement
- C. Personnel
- D. Property
- E. Travel

A system is adequate if it is: 1) written; 2) consistently followed - it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds. ADEQ reserves the right to review all business systems policies.

X. UEI

Each successful subrecipient must provide the following to ADEQ as specified in section XV(B) of this Agreement prior to this Agreement's execution: (a) Unique Entity Identifier (UEI) number for the fiscal agent; and (b) proof of current registration in the SAM.gov (SAM) website. SAM registration must be maintained for the term of the Agreement. SAM registration information may be found at <https://sam.gov/content/home>.

XI. FFATA REPORTING REQUIREMENTS

In compliance with the Federal Funding Accountability and Transparency Act of 2006 Reporting Requirements, Pub. L. No. 109-282, 120 Stat. 1186, as amended by Section 6202 (a) of Pub. L. No. 110-252, LAKE HAVASU CITY FIRE DEPARTMENT is required to provide information as requested. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) to be made available to the public via a single, searchable website, which is www.USASpending.gov.

XII. AUDIT

In accordance with A.R.S. § 35-214, LAKE HAVASU CITY FIRE DEPARTMENT shall retain and shall contractually require each contractor and subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement. Upon request, LAKE HAVASU CITY FIRE DEPARTMENT shall produce the original of any or all such records.

XIII. CONFLICT OF INTEREST

In accordance with A.R.S. § 38-511, ADEQ may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of ADEQ, at any time while the Agreement is in effect, becomes an employee or agent or any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the matter of the Agreement.

XIV. NONDISCRIMINATION

All Parties shall comply with all existing federal, state, and local laws, rules, policies, or executive orders, including the Americans with Disabilities Act and State of Arizona Executive Order 2023-1, to prohibit discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing the contract or subcontract.

XV. NOTICES

A. HMEP Reimbursement Request/Progress Report and Payments:

LAKE HAVASU CITY FIRE DEPARTMENT shall address all HMEP Reimbursement Request/Progress Report relative to this Agreement to ADEQ to:

azerc@azdeq.gov

ADEQ shall address all payments relative to this Agreement to:

Jess Knudson, City Manager
Lake Havasu City Fire Department
2330 McCulloch Blvd. N.
Lake Havasu City, AZ 86403
Email: knudson@lhcaz.gov

B. Other Notices:

LAKE HAVASU CITY FIRE DEPARTMENT shall address all other notices relative to this Agreement to ADEQ to:

Michele Martinez
Administrative Services Officer III
Arizona Department of Environmental Quality
1110 West Washington Street
Phoenix, AZ 85007
Email: martinez.michele@azdeq.gov

Staci Parisi
Grant Administration Contact
Arizona Department of Environmental Quality
1110 West Washington Street
Phoenix, AZ 85007
Email: parisi.staci@azdeq.gov

ADEQ shall address all other notices relative to this Agreement to:

Peter Pilafas, Fire Chief
Lake Havasu City Fire Department
2330 McCulloch Blvd. N.
Lake Havasu City, AZ 86403
Email: pilafasp@lhcaz.gov

XVI. INDEMNIFICATION

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

In addition, should LAKE HAVASU CITY FIRE DEPARTMENT utilize a contractor(s) and subcontractor(s) the indemnification clause between LAKE HAVASU CITY FIRE DEPARTMENT and its contractor(s) and subcontractor(s) shall include the following:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the LAKE HAVASU CITY FIRE DEPARTMENT and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, , officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the

Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally, on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XVII. SEVERABILITY

In the event that any provision of this Agreement is determined to be void or unenforceable, such determination shall not affect the remainder of this Agreement, which shall continue to be in full force and effect.

IN WITNESS WHEREOF, the parties hereto agree to execute this Agreement.

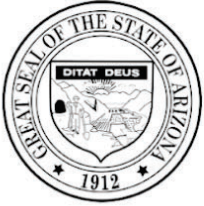
ARIZONA DEPARTMENT OF
ENVIRONMENTAL QUALITY

LAKE HAVASU CITY

Julie Riemenschneider Date:
Director of Waste Programs
Arizona Department of Environmental Quality

Jess Knudson Date:
City Manager
Lake Havasu City

Kelly Garry Date:
City Attorney
Lake Havasu City



Katie Hobbs
Governor

Arizona Department of Environmental Quality



Karen Peters
Deputy Director

October 3, 2024

Jason Macklem, Battalion Chief
Lake Havasu Fire Department
2330 McCullough Blvd. North
Lake Havasu, AZ 86603
Email: macklemj@lhcaz.gov

Re: Hazardous Materials Preparedness Grant Program (HMEP) Activity Request Award
Grant#693JK32240018HMEP FY2024-2025

Dear Chief Macklem,

Thank you for participating in the Hazardous Materials Preparedness Grant Program (HMEP). We are happy to announce your grant activity request award for Federal Fiscal Year 2024-2025 of the HMEP.

This letter is to notify you **the amount awarded to your agency for attending the IAFC Conference is \$4,800.**

The project narrative submitted and approved by the Pipeline and Hazardous Materials Safety Administration (PHMSA) is attached.

This award supports your agency's activity request for grant funds for FFY 2024-2025. **The grant performance period begins October 1, 2024 and ends September 30, 2025.** This award meets all of your requests. This award serves to enhance hazardous materials for training within your agency.

Important Compliance Notes:


1. This award is for reimbursement of approved funding requests. If your request differs or your needs change during the grant performance period, please notify us as soon as possible at azserc@azdeq.gov. A reallocation request will be submitted to PHMSA for approval. Your agency should continue to work on a composite list of needs and potential work projects and keep open communication with Michele Martinez. We cannot approve any requests that have not had prior approval from PHMSA.
2. Please submit your reimbursement request(s) to us at azserc@azdeq.gov. Request(s) must include a) ADEQ HMEP reimbursement form; b) narrative of the training or planning

exercise; c) copies of invoices/receipts and; d) the name of the organization who is requesting reimbursement.

3. Reminder that any unexpended funds will be automatically reallocated to ADEQ for distribution as deemed appropriate and as approved by PHMSA. Please work with us should you anticipate that you will not be able to utilize the funds during the grant performance period.

Congratulations and we are excited to work with your agency.

Sincerely,

DocuSigned by:

96EF868B3B9D497...
Tina L. LePage

Manager, Remedial Projects Section
Waste Programs Division
Ph: 520-770-3127

Attachments: Activity Request Project Narrative

CC: Mike Browning BrownM@mohave.gov

HMEP Grant Award - Year 3 (693JK32240018HMEP) Project narrative

Project Name	Awarded Amount	Performance Period	UEI	Project adjustment
1. Lake Havasu City Fire Department International Hazardous Materials Response Teams conference (IAFC) Baltimore June 2025 (2 participants)	\$4,800	10/1/2024 to 9/30/2025	E3YECMCP1BP6	duplicate funds at Colorado City Fire Department in initial award.
Total Award	\$4,800			

1. The Hazmat Conference is a four-day event offering hands-on training across a range of essential topics, including: Biothreat response and sample collection. Incident management best practices Chemical and physical properties of hazardous materials Recognizing and responding to commercial explosive incidents. The training offered at the Hazmat Conference provides immediate, practical and valuable information designed to ensure you successfully meet the demands of hazmat response in today's challenging environment. We have a need to improve the foundational knowledge and skills of our hazmat technicians. Local opportunities are limited. Often considered the best hazmat team conference in the world, the IAFC "International Hazardous Materials Response Teams Conference" is again available.

§ 200.332 Requirements for pass-through entities

All pass-through entities must:

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modifications. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

Federal Award Identification

Subrecipient Name (must match name associated with its unique entity identifier)	Lake Havasu City	
Subrecipient's Unique Entity Identifier (UEI)	E3YECMCP1BP6	
Federal Award Identification Number (FAIN)	693JK32240018HMEP/0004	
Federal Award Date of award to the recipient by the Federal Agency	9/30/2022 (Original Award); 9/30/2023 (Modification 2); 9/5/24 (Modification 4)	
Subaward Period of Performance Start and End Date	10/1/2024	9/30/2025
Subaward Budget Period Start and End Date	10/1/2024	9/30/2025
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient	\$4,800.00	
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation	\$10,416.21	
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	\$10,416.21	
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	The purpose of this program is to protect people and the environment by advancing the safe transportation of energy and other hazardous materials that are essential to daily living. Funding supports states and territories to provide assistance to public sector employees for training and planning for emergency response in transportation. This program intends to increase state, territorial, tribal, and local effectiveness in safely and efficiently handling hazardous materials incidents; enhance implementation of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA); and encourage a comprehensive approach to emergency training and planning by incorporating the unique challenges of responses to transportation situations.	
Name of Federal awarding agency	Pipeline and Hazardous Materials Safety Administration (PHMSA)	
Name of Pass-through entity	Arizona Department of Environmental Quality	
Contact information for awarding official of the Pass-through entity	Julie Riemenschneider riemenschneider.julie@azdeq.gov	
Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement	20.703 Interagency Hazardous Materials Public Sector Training and Planning Grants	
Identification of whether the award is R&D	R&D is not eligible	
Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414	45% (PS/Fringe) and 9% (Contracts)	

All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.

§ 200.332 Requirements for pass-through entities

Subrecipient has received ADEQ Terms and Conditions	Embedded in Agreement EV25-0034
Subrecipient has received the Federal awarding agency Terms and Conditions. Pipeline and Hazardous Materials Safety Administration (PHMSA) Hazardous Materials Grants: Terms and Conditions https://drive.google.com/file/d/1LI8XNqWmwDQfp7VUQCa5t-IhQfk94tkP/view?usp=sharing	

Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports.

Does the Scope of Work (SOW) align with ADEQ's Federal award responsibilities and commitments?	Yes
Does the budget align with ADEQ's Federal award budget?	Yes
Are subrecipient reporting requirements in alignment to allow ADEQ to meet its reporting requirements to the Federal awarding agency?	Yes

An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either (A) the negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so; or (B) the de minimis indirect cost rate.

The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).

Does the subrecipient have an indirect cost rate negotiated with the Federal Government?	N/A
If applicable, what is the subrecipients federally recognized indirect cost rate?	N/A
Is the subrecipient using a de minimis indirect cost rate of 10%?	N/A

The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).	
Does the subrecipient elect to use the cost allocation method?	N/A

A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part, and appropriate terms and conditions concerning closeout of the subaward.	
Subrecipient has received the requirement for access to subrecipient's records and financial statements.	2 CFR 200.501 incorporated by reference into this award.
Appropriate terms and conditions concerning the closeout of the subaward have been provided to the subrecipient.	See Agreement EV25-0034.

This document must be included as an attachment in the subaward agreement.



Clean Air, Safe Water,
Healthy Land for Everyone

ADEQ internal use only

Function 303HMEP01

Grant: HMEP01

Activity Code:3WNEA

Reimbursement Req.#:

AR (if applicable):

Hazardous Materials Emergency Preparedness (HMEP) Reimbursement Request/Progress Report Travel

Grant Performance Period 10/1/2023 – 9/30/2025 | Grant No: 693JK32240018HMEP

Reimburse to (Name of Agency):

Phone:

Person submitting form:

Email:

Requested amount:

Start date:

Number of participants:

Completed date:

Detailed Project Narrative:

Subrecipient's Certification:

I certify this reimbursement request/progress report and supporting documentation has been examined by me, and to the best of my knowledge and belief, the reported expenditures are valid, based upon our official account records and is consistent with the terms of the HMEP Grant Subrecipient Agreement.

Signature:

Date:

Please include the following if applicable:

- ☐ Copies of receipts/Invoice for *allowable expenditures*
- ☐ Copies of payment (checks/credit card receipts)
- ☐ Agenda
- ☐ Subrecipient Travel Policy (if applicable)
- ☐ Other (describe here)

ADEQ internal use only

____ Satisfactory for payment

Comments:

ADEQ Approval Signature/Date

Note: Reimbursement requests will only be accepted after the training and/or travel has been completed.

Attendee Name	Registration Fee	Hotel	Per Diem/ Meals	Car rental or rideshares	Flight	Describe Other
Subtotals						
Total						

Please attach the appropriate documents based on the activity:

- Conference or training travel only (examples: registration confirmation, confirmation of travel arrangements, confirmation of training dates/times – flyer, agenda, travel policy, etc.)
- Reimbursement for travel expenses are subject to the State of Arizona Accounting Manual (SAAM) Topic 50 Travel Policies, available at <https://gao.az.gov/state-arizona-accounting-manual-saam> or subrecipient's travel policy, when provided, **whichever is most restrictive**.

Requester Signature

Date

2nd Rep. Signature (if applicable)

Date