

AGENDA REQUEST FORM

**Return completed form and complete agenda item to the Clerk of the Board
Yakima County Commissioners' Office, Room 232**

Prepared by:
Lisa Freund

Department: Public Services

Requested Agenda Date: 03/31/2020

Presenting: _____

Document Title: _____

Board of County Commissioners Record Assigned

#

116 - 2020

APPROVED FOR AGENDA:

Consent Regular

Board of County Commissioners Determined

In The Matter of Authorizing the Environmental Services Director to Enter Into a Financial Assistance Agreement with The Washington State Department of Ecology

Action Requested: *Check Applicable Box*

- PASS RESOLUTION EXECUTE or AMEND **AGREEMENT** CONTRACT or GRANT
- ISSUE PROCLAMATION PASS ORDINANCE OTHER _____

Describe Fiscal Impact:

Agreement provides \$2,120,700 in funding. Of this amount, \$1,544,795 is in the form of a grant or forgivable loan, and \$575,905 is in the form of a 0.9% 20 year loan. Annual payments including interest and principal are estimated at \$32,416. This results in increase in the monthly sewer charges of \$10 per equivalent residential unit. The current monthly charges are \$46.10.

Background Information:

The Buena Wastewater Treatment Facility has been experiencing deterioration in the recirculation tanks due to high levels of hydrogen sulfide in the influent. It has also experienced a loss of hydraulic capacity in one of the filters. We hired a consulting engineer in 2018 to provide recommendations for improvements. Rehabilitation of the recirculation tanks will include repair of construction joints and areas of spalled concrete. Once repaired, the tanks will be coated to protect them from hydrogen sulfide. Construction of a redundant filter will allow the County to remove from service one of the existing two filters for repairs. The estimated project cost is \$2,120,700, including contingencies.


Summary & Recommendation:

Agreement provides County with the funding needed to construct the proposed improvements.

Motion:

Department Head/ Elected Official

AGREEMENT Attached Is Approved as to Form
Corporate Counsel Initial


Signature Jacob Clay on behalf
of Lisa Freund

Late Agenda Requests Require BOCC Chairman Signature:



**BOARD OF YAKIMA COUNTY COMMISSIONERS
RESOLUTION**

**IN THE MATTER OF AUTHORIZING THE
ENVIRONMENTAL SERVICES DIRECTOR
TO ENTER INTO A FINANCIAL ASSISTANCE
AGREEMENT WITH THE WASHINGTON
STATE DEPARTMENT OF ECOLOGY**

116 - 2020

U4-3676

WHEREAS, a Facilities Plan was prepared for the Buena Wastewater Treatment Facility in 2018 to provide an evaluation of the Facility and recommendations for improvements; **and**,

WHEREAS, the Facilities Plan identified the need to rehabilitate the recirculation tanks to mitigate damage from hydrogen sulfide and to construct a redundant filter to allow the County to rehabilitate and improve the performance of the existing filters; **and**,

WHEREAS, in October 2018 Yakima County submitted a funding application to the Washington State Department of Ecology to make the recommended improvements to the Wastewater Treatment Facility; **and**,

WHEREAS, Ecology is offering \$1,453,335 in Centennial Clean Water Program grant funds, \$91,460 in State Revolving Fund forgivable loan funds, and \$575,905 in State Revolving Fund standard loan funds to construct the recommended improvements; **and**,

WHEREAS, the \$575,905 in State Revolving Fund standard loan funds include a 20-year term and 0.9% interest rate; **now, therefore**,

BE IT HEREBY RESOLVED by the Board of County Commissioners of Yakima County, Washington that the Environmental Services Director is hereby authorized to enter a Water Quality Combined Financial Assistance Agreement (Agreement No. WQC-2020-YaCoPS-00155) with the Washington State Department of Ecology to fund construction of the recommended Buena Wastewater Treatment Facility improvements.

Attachments: Attachment 1: Opinion of Recipient's Legal Counsel
Agreement No. WQC-2020-YaCoPS-00155

**BOARD OF YAKIMA COUNTY COMMISSIONERS
RESOLUTION**

DONE

Attest:

Melissa Paul, *Clerk of the Board*

Linda Kay O'Hara, *Deputy Clerk*

Norm Childress, *Chairman*

Ron Anderson, *Commissioner*

Vicki Baker, *Commissioner*
*Constituting the Board of County Commissioners
for Yakima County, Washington*

ATTACHMENT 1: OPINION OF RECIPIENT'S LEGAL COUNSEL

I am an attorney at law admitted to practice in the state of Washington and the duly appointed attorney of Yakima County [the RECIPIENT], and I have examined any and all documents and records pertinent to the LOAN agreement.

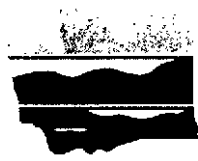
Based on the foregoing, it is my opinion that:

- A. The RECIPIENT is a duly organized and legally existing municipal corporation or political subdivision under the laws of the state of Washington or a federally recognized Indian tribe;
- B. The RECIPIENT has the power and authority to execute and deliver and to perform its obligations under the LOAN agreement;
- C. The LOAN agreement has been duly authorized and executed by RECIPIENT's authorized representatives and, to my best knowledge and after reasonable investigation, all other necessary actions have been taken to make the LOAN agreement valid, binding, and enforceable against the RECIPIENT in accordance with its terms, except as such enforcement is affected by bankruptcy, insolvency, moratorium, or other laws affecting creditors' rights and principles of equity if equitable remedies are sought;
- D. To my best knowledge and after reasonable investigation, the LOAN agreement does not violate any other agreement, statute, court order, or law to which the RECIPIENT is a party or by which it or its properties are bound;
- E. There is currently no litigation seeking to enjoin the commencement or completion of the PROJECT or to enjoin the RECIPIENT from entering into the LOAN agreement or from accepting or repaying the LOAN. The RECIPIENT is not a party to litigation which will materially affect its ability to repay such LOAN on the terms contained in the LOAN agreement; and
- F. The LOAN agreement constitutes a valid obligation of the RECIPIENT payable from the Net Revenues of the Utility.

Capitalized terms used herein will have the meanings ascribed thereto in the LOAN agreement between the RECIPIENT and the DEPARTMENT.



RECIPIENT's Legal Counsel



Agreement No. WQC-2020-YaCoPS-00155

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

YAKIMA COUNTY

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and Yakima County, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Buena Wastewater Treatment Facility Improvements
Total Cost:	\$2,120,700.00
Total Eligible Cost:	\$2,120,700.00
Ecology Share:	\$2,120,700.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	01/01/2020
The Expiration Date of this Agreement is no later than:	07/01/2024
Project Type:	Wastewater Facility

Project Short Description:

This project improves water quality in the Yakima River through the design and construction of wastewater treatment facility improvements in the City of Buena. This project increases capacity and improves wastewater treatment. Additional benefits of this project include the ability to better operate and maintain the treatment facility with proper redundancy.

Project Long Description:

This project improves water quality in the Yakima River through the design and construction of wastewater treatment facility improvements in the City of Buena. This project increases capacity and improves wastewater treatment. Additional benefits of this project include the ability to better operate and maintain the treatment facility with proper redundancy.

State of Washington Department of Ecology

Agreement No: WQC-2020-YaCoPS-00155

Project Title: Buena Wastewater Treatment Facility Improvements

Recipient Name: Yakima County

The City of Buena wastewater treatment facility which is owned and operated by Yakima County consists of a gravity filters that have decreased in performance in recent years due to a severe biomass accumulation that is hampering the filtering capacity. Taking a filter bed out of service has been the most successful method to increase performance, because it promotes endogenous decay of the biomass resulting in a reduction of the mass and increased performance. However, the capacity of the WWTF does not allow for extended periods with one of the two filter beds out of service. The only viable solution is to build a redundant filter bed that will not only allow the County more flexibility in its operations (i.e., ability to rest and regenerate an existing bed), but will also add capacity to the facility in the future.

This project also includes structural repairs that are needed to the recirculation tanks including removing deteriorated concrete, coating the concrete to prevent future deterioration and replacement of deteriorating sluice gate stem guides and stems.

Overall Goal:

To improve the filter performance and provide redundancy and reliability in order to meet the surface water quality standards of the Yakima River. In addition the goal is to rehabilitate the recirculation tanks to ensure the integrity of the tanks for the 20-year planning period. These projects will provide the Community of Buena with an upgraded wastewater treatment facility ensuring they have an adequate wastewater system that meets its NDPES permit requirements and protects surface water quality.

State of Washington Department of Ecology

Agreement No: WQC-2020-YaCoPS-00155

Project Title: Buena Wastewater Treatment Facility Improvements

Recipient Name: Yakima County

RECIPIENT INFORMATION

Organization Name: Yakima County

Federal Tax ID: 91-6001387

DUNS Number: 010203644

Mailing Address: 4th Floor Courthouse, 128 N 2nd Street
Yakima, Washington 98901

Physical Address: 4th Floor Courthouse, 128 N 2nd Street
Yakima, Washington 98901

Organization Fax: (509) 574-2301

Contacts

Agreement No: WQC-2020-YaCoPS-00155
Project Title: Buena Wastewater Treatment Facility Improvements
Recipient Name: Yakima County

Project Manager	Joe Stump Utilities Manager 4th Floor Courthouse, 128 N 2nd Street Yakima, Washington 98901 Email: joe.stump@co.yakima.wa.us Phone: (509) 574-2300
Billing Contact	Teresa Ishizaka Accountant 128 N 2nd Street, 4th Floor Yakima, Washington 98901 Email: teresa.ishizaka@co.yakima.wa.us Phone: (509) 574-2291
Authorized Signatory	David Haws Environmental Services Director 128 N. 2nd St. Yakima, Washington 98901 Email: david.haws@co.yakima.wa.us Phone: (509) 574-2277

State of Washington Department of Ecology
Agreement No: WQC-2020-YaCoPS-00155
Project Title: Buena Wastewater Treatment Facility Improvements
Recipient Name: Yakima County

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Coleman Miller 1250 W Alder St. Union Gap, Washington 98903-0009 Email: comi461@ecy.wa.gov Phone: (509) 454-4246
Financial Manager	Sean Mellon PO Box 47600 Olympia, Washington 98504-7600 Email: smel461@ecy.wa.gov Phone: (360) 407-6570

Agreement No: WQC-2020-YaCoPS-00155
Project Title: Buena Wastewater Treatment Facility Improvements
Recipient Name: Yakima County

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

Yakima County


By: _____

By: _____

David Giglio Date
Water Quality
Acting Program Manager

David Haws Date
Environmental Services Director

Template Approved to Form by
Attorney General's Office

Approved as to Form:

Deputy Prosecuting Attorney

Agreement No: WQC-2020-YaCoPS-00155
 Project Title: Buena Wastewater Treatment Facility Improvements
 Recipient Name: Yakima County

SCOPE OF WORK

Task Number: 1 **Task Cost: \$7,000.00**

Task Title: Grant and Loan Administration

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; the EAGL (Ecology Administration of Grants and Loans) recipient closeout report; and a two-page outcome summary report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY’s grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page outcome summary report.
- * Properly maintained project documentation.

Recipient Task Coordinator: Joe Stump

Grant and Loan Administration

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	
1.3	Two-page Outcome Summary Report	

State of Washington Department of Ecology
 Agreement No: WQC-2020-YaCoPS-00155
 Project Title: Buena Wastewater Treatment Facility Improvements
 Recipient Name: Yakima County

SCOPE OF WORK

Task Number: 2 Task Cost: \$167,920.00

Task Title: Project Design

Task Description:

A. The RECIPIENT will procure engineering services in accordance with state law. The RECIPIENT will include ECOLOGY's specification insert in the contract documents. The RECIPIENT must submit all contracts for engineering services before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT will design the Buena Wastewater Treatment Facility improvements. Plans and specifications developed by the RECIPIENT must be consistent with the requirements of Chapter 173-240 WAC. Elements of the design will include:

1. Recirculation tank rehabilitation
2. New filter bed

C. The plans and specifications, construction contract documents, and addenda will be approved by the RECIPIENT prior to submittal for ECOLOGY review. All construction plans submitted to ECOLOGY for review and approval will be reduced to no larger than 11" x 17" in size. All reduced drawings will be completely legible. The project manager may request plans be submitted in either PDF or AutoCAD electronic format, or specifications in a searchable PDF or Microsoft Word electronic file. A current construction cost estimate will be submitted along with each plan/specification submittal. The project manager may request a spreadsheet in electronic file format.

D. The RECIPIENT will complete the facility designs within one year after the execution of this AGREEMENT.

E. The RECIPIENT will complete SERP prior to construction activities.

F. As a condition of receiving this funding, the RECIPIENT will submit documentation of either a preliminary or investment grade energy audit of the utility conducted within the last 5 years. If the RECIPIENT is cannot conduct an energy audit of the utility, the RECIPIENT may procure a third party analysis of potential energy and water efficiency measures for incorporation into the design of the wastewater treatment and collection facilities

G. The RECIPIENT will submit documentation to ECOLOGY to facilitate cultural resources review. Costs incurred for ground disturbing activities that occur before cultural resources review will not be eligible for reimbursement.

Task Goal Statement:

The goal of this task is to develop a biddable and constructible set of plans and specifications for the construction of a new filter bed at the Buena WWTF.

Task Expected Outcome:

Yakima County expects to receive a set of plans and specifications for Ecology approval to construct the improvements at the Buena WWTF. The outcome of this design is to construct and put into operation an additional filter bed allowing the WWTF to take the existing filter beds out of service for longer periods for routine maintenance and thereby protect the quality of effluent that it discharges to the Yakima River Floodplain.

Agreement No: WQC-2020-YaCoPS-00155
 Project Title: Buena Wastewater Treatment Facility Improvements
 Recipient Name: Yakima County

Project Design

Deliverables

Number	Description	Due Date
2.1	Executed contracts for engineering services and documentation of the RECIPIENT's process for procuring engineering services.	
2.2	Two copies of the draft and final design.	
2.3	The RECIPIENT's Investment Grade Efficiency Audit documentation.	
2.4	Two copies of SERP documents.	
2.5	Two copies of the cultural resources review documents.	

SCOPE OF WORK

Task Number: 3 **Task Cost: \$1,688,900.00**

Task Title: Construction

Task Description:

A. The RECIPIENT will include ECOLOGY's specification insert in the bid documents. The RECIPIENT will execute a contract with the low responsive responsible bidder to construct the PROJECT. The RECIPIENT will submit Bid Tabs, the Notice of Award, and a copy of the executed contract before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT will complete the construction in accordance with the approved Plans and Specifications. The construction project will include:

1. Rehabilitation of recirculation tanks
2. Construction of a new filter bed

C. The RECIPIENT will conduct a pre-construction conference and invite ECOLOGY staff.

D. As a condition of receiving this funding, the RECIPIENT will prepare an asset management program (fiscal sustainability plan). The RECIPIENT will certify that a plan that contains at least the minimum required elements listed above has been developed and is being implemented. The plan must include the following elements

1. An inventory of critical assets that belong to the utility.
2. An evaluation of the condition and performance of the critical assets.
3. A plan to maintain, repair, and replace the critical assets and to fund those activities.
4. A process to evaluate and implement water and energy conservation efforts as part of the plan.

E. The RECIPIENT will negotiate all change orders to the construction contract necessary for successful completion of the PROJECT. The RECIPIENT will submit the change orders to ECOLOGY for approval. Change orders that are a significant deviation from the approved plans/specifications must be submitted for approval, prior to execution. All other change orders will be submitted within 30 days after execution.

Task Goal Statement:

The RECIPIENT's goal is to provide the Buena WWTF with a method to repair and rehabilitate the current recirculation tanks for long term use and provide an additional filter bed to improve facility process and maintenance in accordance with the design plans and specifications.

Task Expected Outcome:

The RECIPIENT will have rehabilitated the current recirculation tanks and added an additional filter bed. This will fix the deteriorating structure of the current recirculation tanks and provide the Buena WWTF with the capacity to perform regular needed maintenance on their filter beds. The final construction will allow the WWTF to produce high quality effluent to be discharged into the Yakima River Floodplain and improve water quality in the area.

Agreement No: WQC-2020-YaCoPS-00155

Project Title: Buena Wastewater Treatment Facility Improvements

Recipient Name: Yakima County

Construction**Deliverables**

Number	Description	Due Date
3.1	Copy of the advertisement for bids and the affidavit of publication.	
3.2	Bid Tabs, the Notice of Award, and a copy of the executed construction contract.	
3.3	Copy of the notice to proceed.	
3.4	Minutes of the pre-construction meeting.	
3.5	Certification that the Financial Sustainability Plan has been developed and is being implemented.	
3.6	A copy of all change orders.	

SCOPE OF WORK

Task Number: 4 **Task Cost: \$251,880.00**

Task Title: Construction Management

Task Description:

- A. The RECIPIENT will provide adequate and competent construction management and inspection for the Project. This may involve procuring the professional services. If professional services are procured, the RECIPIENT will procure them in accordance with state law. The RECIPIENT will include ECOLOGY's specification insert in the contract documents. The RECIPIENT must submit all contracts for construction management services before ECOLOGY will provide reimbursement for work performed under this task.
- B. The RECIPIENT will develop a detailed Construction Quality Assurance Plan (WAC 173-240-075) and submit it to ECOLOGY for approval. This plan will describe the activities which the RECIPIENT will undertake to achieve adequate and competent oversight of all construction work.
- C. The RECIPIENT will provide a plan of interim operation for the facility while under construction.
- D. The RECIPIENT will ensure construction progresses according to a timely schedule developed to meet completion dates indicated in the construction contract. The RECIPIENT will revise or update the schedule whenever major changes occur and resubmit to ECOLOGY. In the absence of any major changes, the RECIPIENT will describe progress of the construction in the quarterly progress reports.
- E. Upon completion of construction, the RECIPIENT will provide ECOLOGY's Project Manager with a set of "as-built" plans (i.e., record construction drawings which reflect changes, modifications, or other significant revisions made to the project during construction).
- F. Upon project completion, the RECIPIENT will submit the Declaration of Construction Completion form to ECOLOGY in accordance with WAC 173-240-090. The form, when signed by a professional engineer, indicates that the project was completed in accordance with the plans, specifications, and major change orders approved by ECOLOGY, and is accurately shown on the as-built plans.
- G. The RECIPIENT will provide ECOLOGY with a plan for increasing user rates necessary to support this loan and the estimated debt for construction. The plan will include the total revenue requirement and the user rates necessary for the RECIPIENT to operate and maintain the funded utility, to establish reserves to pay for equipment replacement, and to pay debt service. The plan will identify a schedule of rate increases necessary to achieve the total revenue requirement by the estimated date of loan repayment. The RECIPIENT will provide ECOLOGY with a resolution or ordinance adopting the required schedule of rate increases.

Task Goal Statement:

The RECIPIENT's goal is to provide the Buena WWTF with a method to repair and rehabilitate the current recirculation tanks for long term use and provide an additional filter bed to improve facility process and maintenance in accordance with the design plans and specifications from Tasks 3 and 4.

Agreement No: WQC-2020-YaCoPS-00155
 Project Title: Buena Wastewater Treatment Facility Improvements
 Recipient Name: Yakima County

Task Expected Outcome:

The RECIPIENT expects this project to be completed in accordance with the ECOLOGY approved plans and specifications within budget and schedule to ensure that water quality benefit is obtained and permit compliance is maintained.

Construction Management

Deliverables

Number	Description	Due Date
4.1	Executed contract for construction management services.	
4.2	Documentation of the RECIPIENT's process for procuring engineering services.	
4.3	Construction Quality Assurance Plan.	
4.4	"As-built" plans	
4.5	Declaration of Construction completion.	
4.6	The RECIPIENT's Sewer Revenue and User Rate plan.	
4.7	Resolution or ordinance adopting the required schedule of rate increases.	

State of Washington Department of Ecology
Agreement No: WQC-2020-YaCoPS-00155
Project Title: Buena Wastewater Treatment Facility Improvements
Recipient Name: Yakima County

SCOPE OF WORK

Task Number: 5 Task Cost: \$5,000.00

Task Title: Operation and Maintenance Manual

Task Description:

A. The RECIPIENT will prepare an Operation and Maintenance (O&M) manual amendment that addresses the equipment installed under this project. The O&M amendment will be sufficient to allow the operator to operate the facility within the permit limits.

Task Goal Statement:

To amend the O&M manual to include equipment installed under this project.

Task Expected Outcome:

O&M manual amended to allow the operator to operate the facility within the permit limits.

Operation and Maintenance Manual

Deliverables

Number	Description	Due Date
5.1	Operation and Maintenance Manual Amendment.	

State of Washington Department of Ecology
Agreement No: WQC-2020-YaCoPS-00155
Project Title: Buena Wastewater Treatment Facility Improvements
Recipient Name: Yakima County

SCOPE OF WORK

Task Number: 6 Task Cost: \$0.00

Task Title: [Land Acquisition task has been deleted]

Task Description:

[Land Acquisition task has been deleted]

Task Goal Statement:

[Land Acquisition task has been deleted]

Task Expected Outcome:

[Land Acquisition task has been deleted]

[Land Acquisition task has been deleted]

Deliverables

Number	Description	Due Date
6.1	[Land Acquisition task has been deleted]	

State of Washington Department of Ecology
Agreement No: WQC-2020-YaCoPS-00155
Project Title: Buena Wastewater Treatment Facility Improvements
Recipient Name: Yakima County

BUDGET

Funding Distribution EF200342

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: SRF Forgivable Principal Funding Type: Forgivable Loan
Funding Effective Date: 01/01/2020 Funding Expiration Date: 07/01/2024

Funding Source:

Title: CWSRF-SFY20 (State)

Type: State

Funding Source %: 100%

Description: The Clean Water Act (CWA) (33 U.S.C 1251-1387) established the State Revolving Fund (SRF) low interest loans program (40. C.F.R. Part 31, 35 Sub Part K). Washington State administers the program under Chapter 173-98 WAC. The portion of this project funded with this funding distribution comes from non-federal source and are not subject to Federal Funding Accountability and Transparency Act (FFATA) and Single Audit Act (SAA). However, this project is subject to the federal requirements outlined in Section 4 and 5 of agreement terms and conditions.

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Agreement No: WQC-2020-YaCoPS-00155
 Project Title: Buena Wastewater Treatment Facility Improvements
 Recipient Name: Yakima County

SRF Forgivable Principal	Task Total
Grant and Loan Administration	\$ 0.00
Project Design	\$ 0.00
Construction Management	\$ 0.00
Construction	\$ 91,460.00
Operation and Maintenance Manual	\$ 0.00
[Land Acquisition task has been deleted]	\$ 0.00

Total: \$ 91,460.00

State of Washington Department of Ecology

Agreement No: WQC-2020-YaCoPS-00155

Project Title: Buena Wastewater Treatment Facility Improvements

Recipient Name: Yakima County

BUDGET

Funding Distribution EG200341

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: Centennial Grant

Funding Type: Grant

Funding Effective Date: 01/01/2020

Funding Expiration Date: 07/01/2024

Funding Source:

Title: Centennial-SFY20

Type: State

Funding Source %: 100%

Description: The Centennial Clean Water Program provides grants for nonpoint source pollution control activity projects and wastewater projects

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Centennial Grant	Task Total
Grant and Loan Administration	\$ 7,000.00
Construction Management	\$ 0.00
Project Design	\$ 167,920.00
Construction	\$ 1,278,415.00
Operation and Maintenance Manual	\$ 0.00
[Land Acquisition task has been deleted]	\$ 0.00

Total: \$ 1,453,335.00

Agreement No: WQC-2020-YaCoPS-00155
Project Title: Buena Wastewater Treatment Facility Improvements
Recipient Name: Yakima County

BUDGET

Funding Distribution EL200343

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: SRF Standard Loan Funding Type: Loan
Funding Effective Date: 01/01/2020 Funding Expiration Date: 07/01/2024

Funding Source:

Title: CWSRF-SFY20 (State)

Type: State

Funding Source %: 100%

Description: The Clean Water Act (CWA) (33 U.S.C 1251-1387) established the State Revolving Fund (SRF) low interest loans program (40. C.F.R. Part 31, 35 Sub Part K). Washington State administers the program under Chapter 173-98 WAC. The portion of this project funded with this funding distribution comes from non-federal source and are not subject to Federal Funding Accountability and Transparency Act (FFATA) and Single Audit Act (SAA). However, this project is subject to the federal requirements outlined in Section 4 and 5 of agreement terms and conditions.

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Effective Interest Rate: 0.9% Interest Rate: 0.9% Admin Charge: 0%

Terms: 20 years

Project Start Date: 01/01/2020 Project Completion Date: 07/01/2024

Estimated Initiation of Operation date: 01/01/2024

Loan Security: Revenue Secure Lien Obligation of the Recipient

Final Accrued Interest: \$

Final Loan Amount: \$

Repayment Schedule Number: 2703

Agreement No: WQC-2020-YaCoPS-00155

Project Title: Buena Wastewater Treatment Facility Improvements

Recipient Name: Yakima County

SRF Standard Loan	Task Total
Grant and Loan Administration	\$ 0.00
Project Design	\$ 0.00
Construction	\$ 319,025.00
Construction Management	\$ 251,880.00
Operation and Maintenance Manual	\$ 5,000.00
[Land Acquisition task has been deleted]	\$ 0.00

Total: \$ 575,905.00

Agreement No: WQC-2020-YaCoPS-00155
 Project Title: Buena Wastewater Treatment Facility Improvements
 Recipient Name: Yakima County

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Centennial Grant	0.00 %	\$ 0.00	\$ 1,453,335.00	\$ 1,453,335.00
SRF Forgivable Principal	0.00 %	\$ 0.00	\$ 91,460.00	\$ 91,460.00
SRF Standard Loan	0.00 %	\$ 0.00	\$ 575,905.00	\$ 575,905.00
Total		\$ 0.00	\$ 2,120,700.00	\$ 2,120,700.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY’s Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defeasement” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

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“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasance or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY’s Funding Guidelines that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

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“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.

b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being

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acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.

2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

i. No hazardous substances were found on the site, or

ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed "clean."

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such

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case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

E. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER

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FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.
2. "Section 319 Initial Data Reporting" form in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."

C. Load Reduction Reporting: The RECIPIENT shall complete the "Section 319 Annual Load Reduction Reporting" form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW "Local Government Accounting – Uniform System of Accounting."

B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: <https://harvester.census.gov/fac/collect/ddeindex.html>. For complete information on how to accomplish the single audit submission, go to the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>.

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D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTS shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization's information in the System for Award Management (SAM), <https://www.sam.gov>, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared

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ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

“The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies.”

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation
2. Opinion of RECIPIENT's Legal Council
3. Authorizing Ordinance or Resolution
4. Federal Funding Accountability and Transparency Act (FFATA) Form
5. CWSRF Federal Reporting Information form available in EAGL
6. Fiscal Sustainability Plan Certification Form (only required if the project includes construction of a wastewater or stormwater facility construction)
7. Cost and Effectiveness Analysis Certification Form

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action

