



**PUBLIC WORKS COMMITTEE
AGENDA**

**Online via Zoom and In Person at
Tumwater City Hall, Council Conference
Room, 555 Israel Rd. SW, Tumwater, WA
98501**

**Thursday, January 05, 2023
8:00 AM**

1. Call to Order
2. Roll Call
- [3.](#) Approval of Minutes: Public Works Committee, December 8, 2022
- [4.](#) SolSmart Program Proposal (Alyssa Jones Wood)
- [5.](#) Grant Agreement with the Department of Ecology for SMAP Stormwater Basin Planning (Dan Smith)
- [6.](#) Grant Agreement with the Department of Ecology for the Golf Course Parking Lot Stormwater Retrofit Design (Chuck Denney)
- [7.](#) Service Provider Agreement with Skillings Inc. for the Golf Course Parking Lot Stormwater Retrofit Design (Chuck Denney)
- [8.](#) Service Provider Agreement with Greer Environmental Consulting Amendment 2 (Dan Smith)
- [9.](#) Water System Capacity Update (Dan Smith)
10. Additional Items
11. Adjourn

Meeting Information

All committee members will be attending remotely. The public are welcome to attend in person, by telephone or online via Zoom.

Watch Online

<https://us02web.zoom.us/j/87896010681?pwd=cjErOGtwcjlHdmQrdzlyYTgzMUM4UT09>

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 878 9601 0681 and Passcode 567159.

Public Comment

The public may submit comments by sending an email to council@ci.tumwater.wa.us, no later than 5:00 p.m. the day before the meeting. Comments are submitted directly to the Committee members and will not be read individually into the record of the meeting.

Post Meeting

Audio of the meeting will be recorded and later available by request, please email CityClerk@ci.tumwater.wa.us

Accommodations

The City of Tumwater takes pride in ensuring that people with disabilities are able to take part in, and benefit from, the range of public programs, services, and activities offered by the City. To request an accommodation or alternate format of communication, please contact the City Clerk by calling (360) 252-5488 or email CityClerk@ci.tumwater.wa.us. For vision or hearing impaired services, please contact the Washington State Relay Services at 7-1-1 or 1-(800)-833-6384. To contact the City's ADA Coordinator directly, call (360) 754-4128 or email ADACoordinator@ci.tumwater.wa.us.

**TUMWATER PUBLIC WORKS COMMITTEE
MINUTES OF VIRTUAL MEETING
December 8, 2022 Page 1**

CONVENE: 8:00 a.m.

PRESENT: Chair Eileen Swarthout and Councilmembers Michael Althausser and Charlie Schneider.

Staff: Water Resources & Sustainability Director Dan Smith, Water Resources Specialist Carrie Gillum, and Administrative Assistant Cathy Nielsen.

Others: Meridith Greer, Greer Environmental Consulting.

**CORROSION
CONTROL SERVICE
PROVIDER
AGREEMENT
AMENDMENT 1:**

Specialist Gillum reported the City contracted with HDR to perform an evaluation to complete a corrosion control study in addition to a report for submittal to the Department of Health (DOH). The submittal aligns with the requirements for the City to complete the study under the Environmental Protection Agency (EPA) Lead and Copper Rule. The report has been completed and staff planned to submit the report in July; however, DOH requested a delay to enable the inclusion of lead and copper sampling completed during the summer. Staff submitted the report to the DOH on December 1, 2022. The DOH has an established timeline to review and respond to the report. Part of the contract with HDR is to respond to any questions or comments received from the DOH following its review of the report. The request is to extend the agreement with HDR to enable continuation of the work and to respond to any comments from the DOH. The report assists the DOH in determining whether the City would need to pursue additional corrosion control measures within the system.

MOTION: **Councilmember Schneider moved, seconded by Councilmember Althausser, to recommend the City Council approve and authorize the Mayor to sign Amendment 1 for the Corrosion Control Service Provider Agreement extending the contract term to December 31, 2023. A voice vote approved the motion unanimously.**

**SEPTIC TO SEWER
CONVERSION
PROGRAM GRANT
AGREEMENT:**

Consultant Meridith Greer briefed the committee on the proposed septic to sewer conversion program grant agreement.

Although septic systems handle and manage wastewater effectively, many septic systems in high-density areas often tax the environment, creating problems for surface water and groundwater, which are the City’s main source of drinking water. Approximately 990 parcels in the City of Tumwater are currently served by a private septic system along with more systems within the City’s urban growth boundary. Converting from septic to sewer is costly at approximately \$10,000. LOTT Clean Water Alliance offers several rebate programs to help reduce costs to homeowners. In 2019, only five homeowners took advantage of the rebate program.

The region hosted several septic summits hosted by LOTT in 2012 and in 2015 to discuss strategies for moving forward to convert more septic systems to sewer.

**TUMWATER PUBLIC WORKS COMMITTEE
MINUTES OF VIRTUAL MEETING
December 8, 2022 Page 2**

Because of the high cost for homeowners to participate, there was a lack of assured participation. Although the City has extended sewer in different areas of the City, homeowners are not required to connect if their respective septic system is working. Many of the rebate programs rely on homeowners voluntarily connecting to City sewer. There was also a lack of a regional strategy with each city pursuing different alternatives dependent upon staffing and funding levels.

The proposed program changes the priority audience by focusing on mobile home communities. Mobile home communities typically entail high-density septic systems with many homes located on smaller parcels. The cost is also generally lower to convert mobile home communities to sewer by extending sewer and connecting up to 20 or more homes rather than extending sewer 20 different times. Mobile home parks are also managed and operated by companies that can help facilitate working with individual homeowners. The proposal also benefits the environment by reducing risks caused by septic systems.

The Velkommen Mobile Home Park (VMHP) approached the City about the possibility of connecting to City water and sewer. Staff is moving forward with a case study on an approach for connecting the community to City sewer service. The community is located off Littlerock Road and Israel Road near the south end of Tumwater. The community is owned and operated by 70th Avenue LLC. Staff is meeting next week with representatives of the company to kick off the project. The project is comprised of 39 septic systems that would be converted to sewer. The homes recently connected to City water service. Staff applied for a grant last year from the Department of Ecology to help fund the project. The City received a grant of \$500,000, which requires a 25% match from the City's sewer utility. The goal is to create a blueprint for other jurisdictions demonstrating the best way to work with mobile home communities to convert from septic to sewer. The process will include interviews with homeowners and company representatives, local permitting agencies, and LOTT to develop a better understanding of the process to connect a larger community to City sewer service. The VMHP will serve as the example in the study to assist in creating the blueprint and to pursue the mechanics of the conversion project. The grant is effective from December 2022 through November 2025.

Staff requests the Public Works Committee recommend the City Council approve and authorize the Mayor to sign the Septic to Sewer Conversion Program Grant Agreement. Ms. Greer invited questions from members.

Councilmember Schneider inquired about the impact to each mobile home if the underlying land is not owned by the homeowner. Ms. Greer said staff is exploring options as the funding provides the financial resources to convert from septic to sewer. Following conversion, the mobile home community would be responsible for paying for a monthly rate for sewer. The parties are exploring potential ways for cost sharing and how to fund the conversion programs. The blue print will explore the financial aspect of conversion to ensure the retention of affordable

**TUMWATER PUBLIC WORKS COMMITTEE
MINUTES OF VIRTUAL MEETING
December 8, 2022 Page 3**

housing. The benefit of the pilot project is the grant received from the Department of Ecology to help offset many of the costs for homeowners and the company. As staff explores potential expansion of the program, a funding strategy will need to be identified to ensure the process is feasible and equitable for homeowners.

Chair Swarthout asked whether the grant would cover construction costs for conversions. Ms. Greer advised that the grant would cover approximately 15% of developing the blueprint, conducting interviews, with the remaining amount to fund connection fees and design work.

Chair Swarthout asked whether the costs allocated to property owners would be identified as part of the study. Ms. Greer said that the intent is distributing the majority of the costs through property owners and the Department of Ecology grant. The increased costs experienced by homeowners will be the monthly utility billing for connecting to City sewer. Staff is working through the process to determine the extent of the impact and the level of rates that would be charged. Interviews with property owners will help identify their financial situations and ways the City can assist to help offset costs. Maintenance of septic systems is typically incurred once every three to five years. Overall, the cost of connecting to sewer would be approximately the same but would entail a monthly rate rather than a larger one-time charge every five years.

Director Smith added that staff is exploring the costs and ways to distribute the costs fairly for the mobile home community. The study will explore incentives the City could offer in coordination with the state to convert other mobile home parks in the future. The underlying property owner is interested in connecting to sewer, as well as working with staff to evaluate the costs. The relationship was prompted as a component of the park converting to water service while recognizing the higher cost of conversion to sewer. With the award of the grant, the City was able to work with the company to identify some of the obstacles and ways to overcome them through incentive programs.

Councilmember Schneider asked whether the close proximity of mobile homes would result in less cost to convert to sewer. Ms. Greer affirmed that the cost to convert would be less costly, which is why the City is exploring conversion options for mobile home parks as the average cost per conversion is much lower.

Director Smith clarified that the financial information included in the agenda packet pertained only to the proposed project.

MOTION:

Councilmember Schneider moved, seconded by Councilmember Althaus, to recommend the City Council approve and authorize the Mayor to sign the Septic to Sewer Conversion Program Grant Agreement. A voice vote approved the motion unanimously.

**TUMWATER PUBLIC WORKS COMMITTEE
MINUTES OF VIRTUAL MEETING
December 8, 2022 Page 4**

ADJOURNMENT: **With there being no further business, Chair Swarhout adjourned the meeting at 8:29 a.m.**

Prepared by Valerie Gow, Recording Secretary/President
Puget Sound Meeting Services, psmsoly@earthlink.net

TO: Public Works Committee
 FROM: Alyssa Jones Wood, Sustainability Coordinator – Water Resources & Sustainability
 DATE: January 5, 2022
 SUBJECT: SolSmart Program Proposal

1) Recommended Action:

Staff requests the Public Works Committee recommend the City Council authorize the Mayor to sign a solar statement to begin the process of seeking SolSmart accreditation.

2) Background:

SolSmart is a National technical assistance and designation program designed to recognize local jurisdictions for encouraging solar energy growth and addressing barriers to solar energy. This program was created in 2016 by the U.S. Department of Energy’s Solar Energy Technologies Office. Within SolSmart there are Bronze, Silver, and Gold designation levels. Eight (8) communities in Washington have been designated under SolSmart:

- 4 Bronze: Bainbridge Island, Edmonds, Bellevue, and Langley
- 1 Silver: King County
- 3 Gold: Olympia, Issaquah, and Mercer Island

SolSmart is included as Action B5.5 in the Thurston Climate Mitigation Plan which was accepted by City Council via Resolution 2021-001 on January 19, 2021.

The Solar Statement letter is the first prerequisite (PR-1) in the SolSmart program and signing this statement qualifies the City to receive technical assistance for the program from a SolSmart consultant. This technical assistance is provided at no cost to the City.

3) Policy Support:

2023-2024 Strategic Priority: Be a leader in environmental sustainability.
 Streamline permitting for green projects; and
 Continue to update and advance the Climate Action Plan

4) Alternatives:

- Recommended revisions to the solar statement letter.
-

5) Fiscal Notes:

Technical assistance is available at no cost to the City. To achieve Silver designation the City will have to provide staff training for permitting, inspection, and planning staff.

6) Attachments:

- A. SolSmart Solar Statement
- B. SolSmart Program Guide



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555 Israel Road SW
Tumwater, WA 98501-6515
Phone: 360-754-5855
Fax: 360-754-4138

Monday, December 5, 2022

Scott Annis
International City/County Management Association
777 North Capitol St. NE, Ste. 500
Washington, DC 20002

Theresa Perry
Interstate Renewable Energy Council
125 Wolf Road, Suite 207
Albany, NY 12205

Dear Scott Annis and Theresa Perry:

On behalf of **the City of Tumwater**, I am proud to announce our commitment to become a SolSmart-designated community. In partnership with the SolSmart team, **Tumwater's** dedicated staff members will work to improve solar market conditions, making it faster, easier, and more affordable for our residents and businesses to install solar energy systems. These efforts will also increase the efficiency of local processes related to solar development, which may save our local government time and money.

The City of Tumwater will leverage SolSmart to achieve the following goals:

- **Develop a streamlined process for solar permitting or inspections.**
- **Install solar energy systems on key local government facilities.**
- **Develop and execute a solarize campaign.**

These efforts demonstrate that our community is committed to driving continual improvement in our solar market, and in the process of doing so, all the related areas identified as community priorities in our **Climate Action Plan**.

In order to measure progress along the way, **Tumwater** will track key metrics related to solar energy deployment, such as installed solar capacity, and the number of installations across sectors.

Inquiries related to **Tumwater's** SolSmart participation can be directed to Alyssa Jones Wood at ajoneswood@ci.Tumwater.wa.us or **(360) 754-4140**.

Sincerely,

Debbie Sullivan
Mayor



PROGRAM GUIDE



WWW.SOLSMART.ORG

AUGUST 2022

SolSmart Program Guide:

Recognizing Local Solar Achievements!



Welcome to the SolSmart Program Guide, a comprehensive resource to guide local governments through the SolSmart designation and technical assistance process.

Why SolSmart?

Across the United States, communities are turning to solar energy for clean, reliable, and affordable electricity to power their homes and businesses. Rapidly declining prices for solar technologies have brought vast amounts of solar energy into the mainstream within a few short years. Millions of Americans now rely on solar to power the necessities of modern life.

In addition to keeping the lights on, solar energy provides many environmental, social, and economic benefits. It is a carbon-free electricity source that is an essential part of any strategy to reduce greenhouse gas emissions. An increasing number of communities are now using solar to meet climate change goals or renewable energy targets. At the same time, solar energy is a primary driver for job creation and economic growth. Interstate Renewable Energy Council's *National Solar Jobs Census* found that solar employs nearly 250,000 American workers as of 2019, and since 2010 the size of the solar workforce has grown by 167 percent.¹

Those who have taken advantage of the opportunity to install solar panels are finding that solar saves money. Homeowners, businesses, schools, and local governments are using solar energy to drastically reduce their utility costs. Meanwhile, in the face of costly natural disasters that threaten the reliability of the electricity grid, solar can be combined with battery storage to provide backup power and make communities more resilient.

Yet, solar “soft costs” have significant local impacts on the affordability of solar energy systems. “Soft costs” refer to business processes or administrative costs that can increase the time and money it takes to install a solar energy system — costs that are then passed on to customers. These costs arise due to sales and marketing, permitting processes, planning, and zoning considerations, financing, and a wide variety of other factors. Overall, these soft costs represent about 64% of the total cost of a solar energy system.²

To address solar soft costs at the local level, the U.S. Department of Energy’s Solar Energy Technologies Office (SETO) funds [SolSmart](#), a national designation and technical assistance program. SolSmart recognizes local governments that have taken key steps to address barriers to solar energy and provides no-cost technical assistance to accelerate the development of local solar energy markets.

SolSmart benefits three primary stakeholders at the local level. The first is solar customers that can enjoy a greater return on their investment if soft costs are reduced. Cumbersome local government processes can add up to \$2,500 or more to the cost of a homeowner going solar.³ Second, local governments benefit from the time and money saved by cutting red tape and making processes more efficient. For example, providing more accessible information on permit and inspection processes can decrease the volume of questions from installers and the number of incomplete applications, thereby reducing demands on staff time. Finally, local solar companies benefit from transparent and standardized processes that reduce barriers to entering the

¹ Interstate Renewable Energy Council, *National Solar Jobs Census 2019*, February 2020, available at <http://www.solarjobscensus.org>

² U.S. Department of Energy, *Soft Costs Webpage*, available at <https://www.energy.gov/eere/solar/soft-costs>

³ Jesse Burkhardt et al., “How Much Do Local Regulations Matter? Exploring the Impact of Permitting and Local Regulatory Processes on PV Prices in the United States,” *Electricity Markets & Policy*, September 2014, <https://emp.lbl.gov/publications/how-much-do-local-regulations-matter>.

market, reduce administrative costs, and improve customer satisfaction.

As of June 2021, [more than 400 communities in 41 states plus the District of Columbia and U.S. Virgin Islands](#) have achieved designation as SolSmart Gold, Silver, or Bronze. The program's broad national reach is helping communities in all parts of the country make it faster, easier, and more affordable to go solar. The designation program is led by the International City/County Management Association, while the technical assistance program is led by Interstate Renewable Energy Council.

SolSmart Designation Criteria

SolSmart uses objective criteria based on established solar energy best practices to measure local government progress toward creating a solar-friendly community. Local governments that complete the necessary requirements are awarded SolSmart Bronze, Silver, or Gold Designation.



There are three levels of SolSmart designation for local governments. Below are the requirements for each level

Bronze	60 Total Points	3 Pre-requisite Credits
	<ul style="list-style-type: none"> <input type="checkbox"/> 20 Points in Permitting & Inspection <input type="checkbox"/> 20 Points in Planning & Zoning <input type="checkbox"/> 20 Points from any Special Focus category 	<ul style="list-style-type: none"> <input type="checkbox"/> Complete the Solar Statement (PR-1) <input type="checkbox"/> Complete solar permitting checklist (PI-1) <input type="checkbox"/> Complete zoning review (PZ-1)
Silver	100 Total Points	3 Pre-requisite Credits
	<ul style="list-style-type: none"> <input type="checkbox"/> Complete bronze designation requirements 	<ul style="list-style-type: none"> <input type="checkbox"/> Complete permit staff training (PI-2) <input type="checkbox"/> Complete inspection staff training (PI-3) <input type="checkbox"/> Complete zoning clarification (PZ-4)
Gold	200 Total Points	2 Pre-requisite Credits
	<ul style="list-style-type: none"> <input type="checkbox"/> Complete silver designation requirements 	<ul style="list-style-type: none"> <input type="checkbox"/> Complete permit turnaround time (PI-4) <input type="checkbox"/> Complete solar in zoning (PZ-5)

Special Award: Communities that earn 60% of the available points in a category are eligible for special recognition.

The SolSmart Designation Criteria is organized into 5 categories – 2 Foundation Categories and 3 Special Focus Categories. Below you will find a summary of the 5 categories and the number of credits and available points in each category.

Foundational Categories

Permitting and Inspection		Planning and Zoning	
Credits: 20	Points: 205	Credits: 23	Points: 185

Special Focus Categories

Government Operations		Community Engagement		Market Development	
Credits: 10	Points: 160	Credits: 12	Points: 70	Credits: 10	Points: 155

Permitting and Inspection | 20 Credits | 205 Points

Most local governments have direct oversight of the permitting and inspection policies and procedures within their jurisdiction. Communities that implement permitting best practices provide solar developers and installers with a transparent, efficient, and cost-effective approval process. Well-trained staff and completed permit applications can reduce staff time needed to review permits which allows them to focus on other priorities. Clear inspection procedures ensure compliance with applicable state and local codes while protecting public health and safety. *Many of the credits in the permitting and inspection category can be verified by providing information in a detailed permitting checklist. That publicly available document should be backed up by internal standard operating procedures that ensure a transparent and efficient permitting and inspection process.*

Planning and Zoning | 23 Credits | 185 Points

Local government planning and zoning regulations can help facilitate the rapid expansion of solar energy within a community while ensuring compliance with development standards. Communities can utilize planning and zoning regulations to provide maximum siting options for rooftop and ground-mounted solar energy while preserving community character and historic resources. Incorporating solar energy in local planning documents sets a community’s vision for the integration of solar energy with other land uses. Zoning codes should contain language that provides clear and transparent regulations on the development and use of solar energy within the jurisdiction. *Many of the credits in the planning and zoning category can be verified by providing a link to a community’s codes, ordinances, and community plans.*

Government Operations | 10 Credits | 160 Points

Local governments can lead the way by installing solar energy on public facilities and land. Communities can engage with their local utility to discuss goals for solar energy, net metering, interconnection, and community solar. These actions are high impact that can directly lead to more megawatts of solar energy on the local grid. *Many of the credits in the government operations category can be verified by providing documents demonstrating installed solar capacity such as news articles about solar installations, dashboards/metrics showing solar production, and contracts that demonstrate solar project construction.*

Community Engagement | 12 Credits | 70 Points

Local governments are an important and trusted source of information for residents, businesses, and solar installers. Posting information on the local government’s website, providing public education, and engagement opportunities can help residents and businesses interested in solar energy make informed decisions. *Many of the credits in the community engagement category can be verified on a local*

government's solar webpage by providing information about a community's solar energy goals and processes in one centralized location.

Market Development | 10 Credits | 155 Points

Local governments can collaborate and partner with organizations to promote solar development within their jurisdiction. Supporting a community solar program, promoting a solarize group-buy campaign, or partnering with a local financial institution can make solar energy more affordable and accessible for homes and businesses while improving business opportunities for solar installers. *Many of the credits in the market development category can be verified by providing news articles about the local governments role in supporting solar development or by providing official documents that established policies or programs.*

SolSmart Technical Assistance and Designation Process

Any local government, regardless of previous solar experience, is eligible for SolSmart designation.

The first step for any local government interested in pursuing SolSmart designation is to connect with one of our technical assistance providers through a [consultation call](#). During this call, our technical assistance providers (TA provider) will describe the program and process, learn about a community's solar goals, and identify the applicable SolSmart Designation Criteria for the local government. The consultation call and all technical assistance is provided at no-cost because of a grant through the U.S. Department of Energy.

Once the local government decides to pursue SolSmart designation, they need to complete a Solar Statement and return it to a technical assistance provider. The Solar Statement demonstrates the community's commitment to work with the SolSmart team and achieve designation.

The local government then work with the TA provider to conduct a baseline assessment of the community's solar processes. This analysis helps determine how close the community is to designation and identifies what technical assistance pathway will achieve designation. After the baseline assessment, with guidance from the SolSmart team, the local government should complete any pre-requisite credits needed to achieve designation.

The local government may need to complete additional credits to be ready to submit for designation. In this case, the credits should balance recommendations from the SolSmart team and credits of interest to the local government.

Once the necessary credits are completed, the local government is ready to submit for designation review. The TA provider can assist the local government with the submission process through SolSmart's website. The submission is reviewed by the Designation Program Administrator within 10 business days and the local government is notified of their designation by email.

Local governments are encouraged to celebrate and publicize their designations. The designation email

Designation Criteria

Three designation criteria are available to local governments depending on what processes are within their jurisdiction.

Local governments that control permitting, inspection, planning, and zoning use the **Standard Designation Criteria**.

Local governments that do not control permitting, inspection, planning, and/or zoning use the **Modified/County Designation Criteria**. This criteria is appropriate for certain counties that do not have control over one or more of those processes.

Regional organizations are eligible for SolSmart designation. Multi-jurisdictional organizations such as regional councils or councils of government use the **Regional Organization Designation Criteria**.

contains a Designation Toolkit with template press release, sample social media, and SolSmart Designation logos. SolSmart will also recognize local governments on the SolSmart website, on social media, and in the SolSmart newsletter.

SolSmart Definitions to Know

SolSmart - A national designation and technical assistance program. SolSmart recognizes local governments that have taken key steps to address barriers to solar energy and provides no-cost technical assistance to accelerate the development of local solar energy markets.

SolSmart Designation Program Administrators – A team of organizations that maintains the SolSmart Criteria, conducts designation reviews, awards designation.

SolSmart Technical Assistance Providers – A team of organizations that provide assistance to local governments pursuing SolSmart designation.

SolSmart Designation Criteria – A standardized collection of best practices that local governments can implement which aim to accelerate the development of local solar markets. SolSmart provides three Designation Criteria – Standard, Modified/County, and Regional Organization.

SolSmart Credit – A specific action that local governments can implement to encourage solar energy development in their community. SolSmart credits may include policies, processes, or programs that implement solar best practices. Each credit has a corresponding point value ranging from 5 to 20.

SolSmart Credit Overview

The SolSmart Designation Criteria is comprised of 75 credits organized into 5 Categories. Each credit is specific action that local governments can implement to encourage solar energy development in their community. Each credit has a corresponding point value ranging from 5 to 20.

Credit Identifier	Credit Points	Program Participation Pre-requisite Credit
PR-1	Req'd	Provide a document that demonstrates your local government's commitment to pursue SolSmart designation.

Credit Identifier	Credit Points	Permitting and Inspection Credits
PI-1	Req'd	Post an online checklist detailing the required permit(s), submittals, and steps of your community's permitting process for small rooftop solar PV. (Required for Bronze)
PI-2	10	Train permitting staff on best practices for permitting solar PV and/or solar and storage systems. Training must have occurred in the past five years. (Required for Silver).
PI-3	10	Train inspection staff on best practices for inspecting solar PV and/or solar and storage systems. Training must have occurred within the past five years. (Required for Silver).
PI-4	20	Post an online statement confirming a three-business day turnaround time for small rooftop solar PV. (Required for Gold)
PI-5	5	Distinguish between solar PV systems qualifying for streamlined and standard permit review.
PI-6	5	Require no more than one permit application form for a small rooftop solar PV system.
PI-7	10	Adopt a standard solar PV permit application form aligned with best practices (e.g. Solar ABCs).
PI-8	20	Provide an online process for solar PV permit submission and approval.
PI-9	20	Exempt or waive fees for residential solar PV permit applications.
PI-10	5	Demonstrate that residential permit fees for solar PV are \$500 or less.

PI-11	10	Demonstrate that commercial permit fees for solar PV are based on cost-recovery and capped at a reasonable level so fees do not become a net revenue source. (e.g. fees cover the cost of the staff time required to review and process the permit application).
PI-12	10	Post solar PV inspection requirements online, including the inspection process and what details inspectors will review.
PI-13	10	Require no more than two inspections for small rooftop solar PV.
PI-14	10	Offer inspection appointment times in lieu of appointment windows for solar PV.
PI-15	10	Provide an online process for solar PV inspection scheduling.
PI-16	10	Train fire and safety staff on solar PV and/or solar and storage systems. Training must have occurred in the past five years.
PI-17	10	Train fire and safety staff on specific plans and procedures for responding to an emergency at a large-scale solar PV system within the jurisdiction. (This may include a walk-through of the site, coordinated with the project's owner/operator).
PI-18	10	Share site specific solar PV and/or solar and storage permit data, including addresses, with first responders and their departments. (e.g. through software that allows users to view searchable, filterable data about a specific site and system).
PI-19	10	Post an online checklist detailing the required permit(s), submittals, and steps of your community's energy storage system permitting process.
PI-20	10	Post energy storage system inspection requirements online, including the inspection process and what details inspectors will review.

Credit Identifier	Credit Points	Planning and Zoning Credits
PZ-1	Req'd	Review zoning requirements and identify restrictions that intentionally or unintentionally prohibit solar PV development. Compile findings in a memo. (Required for Bronze). Examples include: height restrictions, set-back requirements, screening requirements, visibility restrictions, etc.
PZ-2	5	Present PZ-1 memo findings to planning commission or relevant body.
PZ-3	5	Draft proposed language for changes to zoning code based on PZ-1 memo and PZ-2 dialogue. Involve planners and/or local zoning experts in the creation of the draft language.
PZ-4	0	Post an online document from the Planning/Zoning Department that states accessory use solar PV is allowed by-right in all major zones. (e.g. via a zoning determination letter). (Required for Silver unless Gold Requirement PZ-5 is achieved. If PZ-5 is achieved, PZ-4 is not necessary.)
PZ-5	20	Codify in the zoning ordinance that accessory use solar PV is explicitly allowed by-right in all major zones. Zoning ordinance language should not include intentional or unintentional barriers to accessory use solar, such as limits to visibility from public rights-of-way, excessive restrictions to system size, glare studies, subjective design reviews, and neighbor consent requirements. (Required for Gold, PZ-4 is optional)
PZ-6	5	Ensure the zoning ordinance exempts rooftop solar PV from certain restrictions on accessory uses (e.g. height limits, rooftop equipment screening requirements, or other restrictions).
PZ-7	5	Ensure the zoning ordinance permits small ground-mounted solar PV as an accessory use in at least one zoning district.
PZ-8	5	Ensure the zoning ordinance exempts small ground-mounted solar PV from certain restrictions on accessory uses (e.g. setbacks, coverage or impervious surface calculations, or other restrictions).
PZ-9	5	Ensure the zoning ordinance establishes a clear regulatory pathway for large-scale solar PV (e.g. through a special use permit or through inclusion among allowed conditional uses).
PZ-10	10	Ensure the zoning ordinance includes a native perennial vegetation and/or habitat-friendly ground cover requirement or standard for large-scale solar PV.
PZ-11	5	Ensure the zoning ordinance enables co-location of solar PV with an agricultural use such as grazing, apiaries, or crops (agrivoltaics).
PZ-12	5	Ensure the zoning ordinance requires a decommissioning plan that outlines the terms and conditions for a large-scale solar PV system's proper removal at the end of its useful life cycle or in the event of cessation of operation. (The decommissioning plan may include steps to

		remove the system, requirements for disposal and/or recycling of system components, and restoration as needed to allow for return to agriculture or other land use).
PZ-13	5	Ensure the zoning ordinance establishes solar energy zones and/or solar overlays for large-scale solar PV.
PZ-14	10	Require new construction to be solar ready in at least one zoning district by adopting Appendix U (International Code Council), Appendix RB (International Energy Conservation Code), or another mechanism.
PZ-15	20	Codify a solar requirement for new construction and/or retrofits meeting a specific threshold, in at least one zoning district.
PZ-16	10	Provide clear guidance for the installation of solar PV on historic properties and in special overlay districts.
PZ-17	5	Post an online fact sheet that provides an overview of what zoning allows for solar PV under what conditions (e.g. types and sizes of solar systems permitted, the processes required, and other relevant information).
PZ-18	10	Train planning and zoning staff on best practices in planning and zoning for solar PV. Training must have occurred in the past five years.
PZ-19	5	Draft new or updated language and provide a timeline for the inclusion of specific solar PV goals, metrics, and/or strategies into existing and/or future plans.
PZ-20	10	Include specific solar PV goals, metrics, and/or strategies in the most current version of relevant local plans (e.g. energy plan, climate plan, comprehensive plan).
PZ-21	10	Develop a solar PV assessment that identifies all feasible sites for large-scale solar PV development within a jurisdiction.
PZ-22	10	Enable solar rights through a local solar access ordinance.
PZ-23	20	Codify in the zoning ordinance that accessory use energy storage systems are explicitly allowed by-right in all major zones.

Credit Identifier	Credit Points	Government Operations Credits
GO-1	20	Demonstrate coordination between local government inspectors and utility staff to reduce Permission to Operate timeline for solar PV.
GO-2	10	Discuss community goals for solar PV, net metering, community solar, and/or interconnection processes with the local utility and explore areas for future collaboration. Compile summary and next steps in a memo.
GO-3	10	Coordinate with regional organizations and/or local governments to engage utilities on advancing solar policies such as utility procurement of solar PV, green tariffs, and/or interconnection process improvements.
GO-4	10	Conduct feasibility analysis for solar PV on local government facilities and/or local government-controlled land.
GO-5	20	Install solar PV on local government facilities and/or local government-controlled land.
GO-6	20	Install solar PV on local government-controlled brownfields and/or under-utilized properties.
GO-7	20	Install solar PV integrated with other technologies such as combined heat and power or electric vehicle charging on local government facilities and/or local government-controlled land.
GO-8	20	Install solar PV plus storage on local government facilities and/or local government-controlled land.
GO-9	10	Require new local government facilities and/or facility retrofits meeting a specific threshold to be solar ready.
GO-10	20	Procure solar energy for municipal operations through an offsite physical PPA, virtual PPA, green tariff, or similar structure.

Credit Identifier	Credit Points	Community Engagement Credits
CE-1	10	Post a solar landing page on local government's website with information that may include the community's solar goals, educational materials and tools that promote solar, and

		resources for solar development (e.g. permitting checklist, application forms, zoning regulations, etc.).
CE-2	5	Post online resources about solar installers and/or solar quote platforms for solar PV.
CE-3	5	Post online resources about residential and commercial solar PV financing options and incentives.
CE-4	5	Post online resources about consumer protection and solar PV.
CE-5	5	Post an online summary of state policies related to a property owner's solar access and solar rights, including links to state-level policy.
CE-6	5	Post an online summary of state policies related to Homeowner Associations (HOAs) ability to regulate and/or restrict solar PV, including links to state-level policy.
CE-7	5	Post an online dashboard or summary of the solar PV metrics for your community.
CE-8	5	Post an online solar map for your community.
CE-9	5	Support a solar informational session and/or solar tour explaining solar PV opportunities and policies. Session/Tour must have occurred within the last 5 years.
CE-10	5	Distribute solar job training and career opportunities in coordination with local colleges and/or workforce development organizations.
CE-11	5	Demonstrate local government support for local solar projects through speeches, press releases, opinion articles, etc.
CE-12	10	Discuss solar PV goals and/or strategies for increasing solar PV development within an appropriate committee, commission, taskforce, and/or working group. (e.g. solar is a recurring agenda item during monthly sustainability commission meetings).

Credit Identifier	Credit Points	Market Development Credits
MD-1	20	Demonstrate activity in state regulatory and/or legislative proceedings regarding solar PV.
MD-2	20	Support a community-wide group purchase program (e.g. Solarize). Program must have occurred within the last 5 years.
MD-3	10	Encourage low-to-moderate income (LMI) participation in community-wide group purchase program through program design and/or financing support options.
MD-4	20	Support a community solar program.
MD-5	10	Encourage low-to-moderate income (LMI) participation in a community solar program through program design and/or financing support options.
MD-6	20	Provide residents with Community Choice Aggregation/Energy that includes solar PV as a power generation source.
MD-7	10	Provide a PACE financing program that includes solar PV as an eligible technology.
MD-8	20	Provide local incentives or locally-enabled finance (e.g. a revolving loan fund) for solar PV.
MD-9	5	Provide local incentives for solar PV to low-to-moderate income (LMI) households, Disadvantaged Business Enterprises (DBEs), and/or non-profit organizations that provide community services.
MD-10	20	Partner with financial institutions and/or foundations to offer loans, rebates, grants, or other incentives for solar PV projects. (Financial institutions could include entities such as a local or regional bank, CDFI, or credit union).

Credit Identifier	Credit Points	Innovative Action Credit
IA-1	Varies	The actions identified in the categories above represent many of the most common and impactful efforts communities are taking to make going solar easier and more affordable for residents and businesses. However, we know that communities across the country are developing innovative ways to promote and deploy solar energy. If your community has taken action that was not captured in any of the credits above, please share it with us.

How to Use the SolSmart Program Guide

The following section of the SolSmart program guide contains specific actions, called credits, that local governments and community stakeholders can implement to encourage solar energy development in their community. Each credit has a brief description, recommended verification for designation review, community examples, templates, and/or resources. A SolSmart Scorecard is available to help track progress. Please contact your TA provider for more information.

The following provides an overview of the information that is provided for each SolSmart credit.

Credit Identifier	Credit Points	Credit Language	<input type="checkbox"/>
Credit Objective and description.			
Recommended Verification:			
<ul style="list-style-type: none"> Suggested options to verify the credit. 			
Community Examples:			
<ul style="list-style-type: none"> Examples of how an individual community has completed the credit. 			
Templates:			
<ul style="list-style-type: none"> Links to a template(s) that can help complete a credit. 			
Resources:			
<ul style="list-style-type: none"> Links to useful websites, reports, guidebooks, etc. that have up-to-date information about the topics addressed by the credit 			

Solar Statement

PR-1	Req'd	Provide a document that demonstrates your local government's commitment to pursue SolSmart designation.	<input type="checkbox"/>
<p>Local governments interested in pursuing SolSmart designation must indicate their commitment to supporting solar development in their community by completing the PR-1 Solar Statement Pre-requisite. The solar statement should be signed by an individual who can speak on behalf of the local government. It is preferred that the statement is signed by a Department executive or an elected official, but it does not need to go through an official approval process. The solar statement demonstrates your community's commitment to pursue SolSmart designation. If possible, please place the solar statement on your local government's letterhead.</p> <p>The solar statement should address the items listed in the bullets below. The statement does not need to be more than one page in length.</p>			
The solar statement should include:			
<ul style="list-style-type: none"> A commitment to participate in the SolSmart designation process A statement of solar goals, areas of focus or community priorities (e.g. streamlining the permitting process or supporting a non-profit led solar initiative) Past achievements or programs related to solar PV and/or renewable energy A commitment to tracking metrics related to solar PV and/or provide a benchmark of available solar metrics (e.g. the number of installed systems, capacity, growth in residential installations, etc.) A commitment of staff time and resources to improve the local market for solar PV 			
Community Examples:			
<ul style="list-style-type: none"> Fitchburg, WI SolSmart Bronze Pulaski County, VA SolSmart Gold 			
Templates:			
<ul style="list-style-type: none"> PR-1 SolSmart Solar Statement Template SolSmart 			

Permitting and Inspection

PI-1	Req'd	Post an online checklist detailing the required permit(s), submittals, and steps of your community's permitting process for small rooftop solar PV. (Required for Bronze)	<input type="checkbox"/>
<p>Providing a set of requirements for the local solar permitting process (for both residential and commercial solar) on an easy-to-find local government webpage represents a major step toward overcoming informational barriers. An online solar permit checklist can be a simple way for a community to accelerate permit approval timelines and save staff time by reducing the number of inquiries received from solar installers and requests for additional information associated with incomplete permit applications. Such checklists typically detail all the plans and forms required for approval and system design requirements.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> Provide a link to the online solar PV permitting checklist. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> Chapel Hill, NC SolSmart Gold Philadelphia, PA SolSmart Gold 			
<p>Templates:</p> <ul style="list-style-type: none"> PI-1 SolSmart Solar Permitting Checklist Template SolSmart California Solar Permitting Guidebook (4th Edition) (pg. 22-24) 			
<p>Resources:</p> <ul style="list-style-type: none"> Sharing Success: Emerging Approaches to Efficient Rooftop Solar Permitting Interstate Renewable Energy Council (IREC) Simplifying the Solar Permitting Process: Residential Solar Permitting Best Practices Explained Interstate Renewable Energy Council (IREC) Solar PV Construction: Codes, Permitting, and Inspection SolSmart's Toolkit for Local Governments 			
PI-2	10	Train permitting staff on best practices for permitting solar PV and/or solar and storage systems. Training must have occurred in the past five years. (Required for Silver)	<input type="checkbox"/>
<p>Regular solar PV training, at least every few years, is a best practice to ensure permit technicians and plan reviewers are up-to-date on new procedures, codes, and products within the solar industry. Trainings increase staff knowledge of solar energy systems and ensures they know the best procedures for permit application review and processing to ensure applications and supporting documents are compliant with building and electrical codes. Increased staff knowledge can improve processing efficiency, thereby reducing demands on staff time and resources. Local governments can require staff to attend full or half-day workshops (either live or online) and provide resources designed to help keep staff informed about advances in solar and storage technologies.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> Provide a memo with details about the permit training including name of training, name of trainer, attendees (name, title, department), date and time, location, agenda, and presentation/slides. 			
<p>Templates:</p> <ul style="list-style-type: none"> PI-2 SolSmart Solar Permit Training Template Memo SolSmart 			
<p>Resources:</p> <ul style="list-style-type: none"> SolSmart Workshop: Best Practices for Solar PV Permitting and Inspection (session 1, permitting I) SolSmart and Bill Brooks, P.E. SolSmart Workshop: Best Practices for Solar PV Permitting and Inspection (session 2, permitting II) SolSmart and Bill Brooks, P.E. SolSmart Workshop: Best Practices for Solar PV Permitting and Inspection (session 3, inspection) SolSmart and Bill Brooks, P.E. Permitting Training Module 1 IREC Solar PV Structural Plan Review Permitting Training Module 2 IREC Solar PV Electrical Plan Review Permitting Training Module 3 IREC Solar PV Plan Review Test Solar + Storage, A Guide for Local Governments SolSmart Webinar 			
PI-3	10	Train inspection staff on best practices for inspecting solar PV and/or solar and storage systems. Training must have occurred within the past five years. (Required for Silver).	<input type="checkbox"/>

Regular solar PV training, at least every few years, is a best practice to ensure field inspectors are up-to-date on new procedures, codes, and products within the solar industry. Trainings increase staff knowledge of solar energy systems and ensures they know the best procedures for field inspections to ensure compliance with applicable state and local building and electrical codes. Increased staff knowledge can improve inspection efficiency, thereby reducing demands on staff time and resources. Local governments can require staff to attend full or half-day workshops (either live or online) and provide resources designed to help keep staff informed about advances in solar and storage technologies.

- Recommended Verification:**
- Provide a memo with details about the inspection training including name of training, name of trainer, attendees (name, title, department), date and time, location, agenda, and presentation/slides.

- Templates:**
- [PI-3 SolSmart Solar Inspection Training Template Memo](#) | SolSmart

- Resources:**
- [Solar PV Field Inspection Basics - Series](#) | Interstate Renewable Energy Council (IREC)
 - [SolSmart Workshop: Best Practices for Solar PV Permitting and Inspection \(session 1, permitting I\)](#) | SolSmart and Bill Brooks, P.E.
 - [SolSmart Workshop: Best Practices for Solar PV Permitting and Inspection \(session 2, permitting II\)](#) | SolSmart and Bill Brooks, P.E.
 - [SolSmart Workshop: Best Practices for Solar PV Permitting and Inspection \(session 3, inspection\)](#) | SolSmart and Bill Brooks, P.E.
 - [Inspection Training Module | IREC Solar PV Field Inspection Basics – 5 Part Series](#)
 - [Solar + Storage, A Guide for Local Governments](#) | SolSmart Webinar

PI-4	20	Post an online statement confirming a three-business day turnaround time for small rooftop solar PV. (Required for Gold)	<input type="checkbox"/>
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Implementing a streamlined permitting process for small-scale solar PV systems (≤10-15 kW) along with other efforts increase process efficiency and reduce permit turnaround times can result in significant time and cost savings for staff, solar installers, and solar customers.

- Recommended Verification:**
- Provide a link to a webpage outlining a permitting pathway for small PV systems of less than three days.

- Community Examples:**
- [Alexandria, VA](#) | SolSmart Gold
 - [Roseville, MN](#) | SolSmart Gold

- Templates:**
- [PI-1 SolSmart Solar Permitting Checklist Template](#) | SolSmart
 - [California Solar Permitting Guidebook \(4th Edition\)](#) (pg. 22-24)

- Resources:**
- [Sharing Success: Emerging Approaches to Efficient Rooftop Solar Permitting](#) | Interstate Renewable Energy Council (IREC)
 - [Simplifying the Solar Permitting Process: Residential Solar Permitting Best Practices Explained](#) | Interstate Renewable Energy Council (IREC)
 - [Solar PV Construction: Codes, Permitting, and Inspection](#) | SolSmart’s Toolkit for Local Governments

PI-5	5	Distinguish between solar PV systems qualifying for streamlined and standard permit review.	<input type="checkbox"/>
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Recognizing the relative simplicity and similarities of small-scale solar photovoltaic (PV) systems (≤10-15 kW in size) can allow local jurisdictions to establish processes to expedite review and approval of these systems while maintaining its commitment to ensuring public safety. Establishing a separate, streamlined process for small-scale PV systems based on proven national best practices can reduce the time required to review and approve qualifying applications, saving time and money both for the local government and the solar customer.

- Recommended Verification:**
- Provide a link to a document or web page outlining a streamlined and standard permit review policy.
 - Provide details in an e-mail or other written documentation from a permitting official or staff member describing the policy is also acceptable.

Community Examples:

- [Philadelphia, PA](#) | SolSmart Gold
- [Putnam County, GA](#) | SolSmart Silver

Templates:

- [PI-1 SolSmart Solar Permitting Checklist Template](#) | SolSmart
- [Simplified Solar Permitting Process](#) | SolSmart
- [Expedited Permit Process for PV Systems](#) | Solar ABCs

Resources:

- [Sharing Success: Emerging Approaches to Efficient Rooftop Solar Permitting](#) | Interstate Renewable Energy Council (IREC)
- [Simplifying the Solar Permitting Process: Residential Solar Permitting Best Practices Explained](#) | Interstate Renewable Energy Council (IREC)
- [Solar PV Construction: Codes, Permitting, and Inspection](#) | SolSmart's Toolkit for Local Governments

PI-6

5

Require no more than one permit application form for a small rooftop solar PV system.

Since rooftop solar energy systems impact both the structural and electrical aspects of the buildings on which they are installed, many local jurisdictions require both building and electrical permits. However, residential rooftop systems with minimal structural impacts can be safely permitted without a building permit application. Relevant design aspects for systems qualifying for only one application form include (but are not limited to): mounting system features, static and dynamic loads of the system, type of roofing material and waterproofing methods, and compliance with zoning and fire codes.

Recommended Verification:

- Provide a link to the permit application form used for small rooftop solar PV systems.

Community Examples:

- [Berkeley, CA](#) | SolSmart Gold
- [Fitchburg, WI](#) | SolSmart Bronze

Templates:

- [Best Management Practices for Solar Installation Policy](#) | Mid America Regional Council (MARC)
- [New York State Unified Solar Permit Application](#) | New York State Energy and Research Development Authority (NYSERDA)

Resources:

- [Sharing Success: Emerging Approaches to Efficient Rooftop Solar Permitting](#) | Interstate Renewable Energy Council (IREC)
- [Simplifying the Solar Permitting Process: Residential Solar Permitting Best Practices Explained](#) | Interstate Renewable Energy Council (IREC)
- [Solar PV Construction: Codes, Permitting, and Inspection](#) | SolSmart's Toolkit for Local Governments

PI-7

10

Adopt a standard solar PV permit application form aligned with best practices (e.g. Solar ABCs).

While requiring a single application form under existing permitting processes represents an improvement over requiring both a building and electrical permit, it may still be more time consuming to complete, review, and approve permits via a process not specifically designed for solar. Developing a solar-specific permit (or combining building and electrical permits with revisions to collect information unique to solar energy systems) and posting application materials online can save time and money for both those completing the forms (and their customers) and the local government staff reviewing and approving these applications.

Recommended Verification:

- Provide a link to the standard solar PV permit application form.

Community Examples:

- [Evanston, IL](#) | SolSmart Gold
- [Salt Lake City, UT](#) | SolSmart Bronze

Templates:

- [PI-7 SolSmart Solar Permit Application Template](#) | SolSmart
- [Best Management Practices for Solar Installation Policy](#) | Mid America Regional Council (MARC)

<ul style="list-style-type: none"> • New York State Unified Solar Permit Application New York State Energy and Research Development Authority (NYSERDA) • Simplified Solar Permitting Process SolSmart
Resources: <ul style="list-style-type: none"> • Expedited Permit Process for PV Systems Solar ABCs • Sharing Success: Emerging Approaches to Efficient Rooftop Solar Permitting Interstate Renewable Energy Council (IREC) • Simplifying the Solar Permitting Process: Residential Solar Permitting Best Practices Explained Interstate Renewable Energy Council (IREC) • Solar PV Construction: Codes, Permitting, and Inspection SolSmart’s Toolkit for Local Governments

PI-8	20	Provide an online process for solar PV permit submission and approval.	<input type="checkbox"/>
<p>Online permit submittal, review, and approval can eliminate solar installer trips to the permitting office and reduce the amount of time permitting staff need to spend entering information from paper application forms into an online database. Online systems can also ensure all required information is submitted prior to any review, saving staff time by ensuring only completed applications are reviewed. Online permit platforms can allow for multiple staff to review materials at the same time and to track progress in the review and approval process.</p>			
Recommended Verification: <ul style="list-style-type: none"> • Provide a link to the online platform for submission and approval. • If an email-based online process is used: <ol style="list-style-type: none"> 1) Provide details from building official or staff describing the process. 2) Provide a copy of a sample email with personal and confidential information removed. 			
Community Examples: <ul style="list-style-type: none"> • Madison, WI SolSmart Gold • Missoula County, MT SolSmart Silver 			
Templates: <ul style="list-style-type: none"> • Several software providers have integrated the solar PV permit application process into their online systems. 			
Resources: <ul style="list-style-type: none"> • Sharing Success: Emerging Approaches to Efficient Rooftop Solar Permitting Interstate Renewable Energy Council (IREC) • Simplifying the Solar Permitting Process: Residential Solar Permitting Best Practices Explained Interstate Renewable Energy Council (IREC) • Solar Automated Permit Processing (SolarAPP+) National Renewable Energy Laboratory (NREL) • Solar PV Construction: Codes, Permitting, and Inspection SolSmart’s Toolkit for Local Governments 			

PI-9	20	Exempt or waive fees for residential solar PV permit applications.	<input type="checkbox"/>
<p>In addition to state and federal incentives, local governments can also incentivize solar development within their jurisdictions. Exempting or waiving permit fees for solar energy systems can incentivize community members to install solar by lowering the overall cost of the system.</p>			
Recommended Verification: <ul style="list-style-type: none"> • Provide a link to the permit fee schedule or other officially approved document that shows solar PV permit fees are exempt or waived. 			
Community Examples: <ul style="list-style-type: none"> • Coral Gables, FL SolSmart Silver • Superior, CO SolSmart Bronze 			
Resources: <ul style="list-style-type: none"> • Sharing Success: Emerging Approaches to Efficient Rooftop Solar Permitting Interstate Renewable Energy Council (IREC) • Simplifying the Solar Permitting Process: Residential Solar Permitting Best Practices Explained Interstate Renewable Energy Council (IREC) • Solar PV Construction: Codes, Permitting, and Inspection SolSmart’s Toolkit for Local Governments 			

PI-10	5	Demonstrate that residential permit fees for solar PV are \$500 or less.	<input type="checkbox"/>
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Many local governments permit solar systems through existing permitting processes and permit fees for solar are often calculated according to value-based methods typically associated with building permits (where the fee is a certain percentage of the overall project cost). Due to the higher cost of solar installations relative to comparable projects, fees calculated by a value-based method can become expensive and exceed the cost of the staff time required to review and issue the permits. For residential systems, capping solar permit fees under \$500 or establishing a flat fee, can ensure permit fees cover staff costs without unnecessarily increasing project costs.

Recommended Verification:

- Provide a link to the permit fee schedule or a document that outlines the permit fees applied to a solar installation.

Community Examples:

- [Naperville, IL](#) | SolSmart Silver
- [Sacramento, CA](#) | SolSmart Gold

Templates:

- [PI-10 SolSmart Solar Residential Fees Template Memo](#) | SolSmart
- [PI-1 SolSmart Solar Permitting Checklist Template](#) | SolSmart

Resources:

- [Sharing Success: Emerging Approaches to Efficient Rooftop Solar Permitting](#) | Interstate Renewable Energy Council (IREC)
- [Simplifying the Solar Permitting Process: Residential Solar Permitting Best Practices Explained](#) | Interstate Renewable Energy Council (IREC)
- [Solar PV Construction: Codes, Permitting, and Inspection](#) | SolSmart’s Toolkit for Local Governments

PI-11	10	Demonstrate that commercial permit fees for solar PV are based on cost-recovery and capped at a reasonable level so fees do not become a net revenue source. (e.g. fees cover the cost of the staff time required to review and process the permit application).	<input type="checkbox"/>
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Many local governments permit solar systems through existing permitting processes and permit fees for solar are often calculated according to value-based methods typically associated with building permits (where the fee is a certain percentage of the overall project cost). Due to the higher cost of solar installations relative to comparable projects, fees calculated by a value-based method can become expensive and exceed the cost of the staff time required to review and issue the permits. For commercial systems, basing fees on a cost-recovery method can ensure permit fees cover staff costs without unnecessarily increasing project costs.

Recommended Verification:

- Provide a link to the permit fee schedule or a document that outlines the permit fees applied to a solar installation.
- Provide a narrative that explains the costs incurred in processing the permits (this should include estimates of the amount of staff hours for each stage of the process and the hourly cost of staff time). This narrative should show that the fee is not significantly higher than these costs.

Community Examples:

- [Naperville, IL](#) | SolSmart Silver
- [Sacramento, CA](#) | SolSmart Gold

Templates:

- [PI-11 SolSmart Solar Commercial Fees Template Memo](#) | SolSmart
- [PI-1 SolSmart Solar Permitting Checklist Template](#) | SolSmart

Resources:

- [Sharing Success: Emerging Approaches to Efficient Rooftop Solar Permitting](#) | Interstate Renewable Energy Council (IREC)
- [Simplifying the Solar Permitting Process: Residential Solar Permitting Best Practices Explained](#) | Interstate Renewable Energy Council (IREC)
- [Solar PV Construction: Codes, Permitting, and Inspection](#) | SolSmart’s Toolkit for Local Governments

PI-12	10	Post solar PV inspection requirements online, including the inspection process and what details inspectors will review.	<input type="checkbox"/>
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Providing an online list of inspection requirements will reduce informational barriers between inspectors and solar installers, helping to ensure that all items in the inspection process have been adequately addressed before inspectors arrive on site. These checklists can be used to highlight “common mistakes” made by installers.

<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a link to the online document outlining the inspection process and requirements.
<p>Community Examples:</p> <ul style="list-style-type: none"> • Camden County, NJ SolSmart Bronze • Ramsey County, MN SolSmart Bronze
<p>Templates:</p> <ul style="list-style-type: none"> • PI-12 SolSmart Rooftop Solar Photovoltaic (PV) System Field Inspection Checklist SolSmart • Model Inspection Checklist for Residential Rooftop PV Interstate Renewable Energy Council (IREC) • Field Inspection Checklist New York State Energy and Research Development Authority (NYSERDA)
<p>Resources:</p> <ul style="list-style-type: none"> • Sharing Success: Emerging Approaches to Efficient Rooftop Solar Permitting Interstate Renewable Energy Council (IREC) • Simplifying the Solar Permitting Process: Residential Solar Permitting Best Practices Explained Interstate Renewable Energy Council (IREC) • Solar PV Construction: Codes, Permitting, and Inspection SolSmart’s Toolkit for Local Governments

PI-13	10	Require no more than two inspections for small rooftop solar PV.	<input type="checkbox"/>
<p>Inspections of standard rooftop solar energy systems installed on existing homes should be consolidated into a single inspection trip. Any inspections should be limited to the electrical, structural, and fire safety aspects of the system; excessive reviews add to the time and cost of the inspection process while doing little to ensure system efficiency or further protect public health or safety. Building and Fire Authorities can enter into agreements allowing for a single agency to conduct all inspections for systems meeting certain design standards.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide details about the solar PV inspection process that includes information on the type of inspections (and which departments are involved) and total number inspection trips required. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Lake in the Hills, IL SolSmart Gold • South St. Paul, MN SolSmart Bronze 			
<p>Templates:</p> <ul style="list-style-type: none"> • PI-1 SolSmart Solar Permitting Checklist Template SolSmart • Model Inspection Checklist for Residential Rooftop PV Interstate Renewable Energy Council (IREC) • Field Inspection Checklist New York State Energy and Research Development Authority (NYSERDA) 			
<p>Resources:</p> <ul style="list-style-type: none"> • Sharing Success: Emerging Approaches to Efficient Rooftop Solar Permitting Interstate Renewable Energy Council (IREC) • Simplifying the Solar Permitting Process: Residential Solar Permitting Best Practices Explained Interstate Renewable Energy Council (IREC) • Solar PV Construction: Codes, Permitting, and Inspection SolSmart’s Toolkit for Local Governments 			

PI-14	10	Offer inspection appointment times in lieu of appointment windows for solar PV.	<input type="checkbox"/>
<p>Though inspections of standard rooftop solar PV systems can take as little as 30 minutes to complete, inspection appointment windows can be up to four or more hours long. Replacing appointment windows with scheduled appointment times will ensure the inspector and installer are both prepared for the inspection to occur when they arrive on site. This can save time and money for both the local government and the installer (and for solar customers as well).</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide details about the solar PV inspection process that includes information on inspection appointment times and how to request an appointment. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Coventry, CT SolSmart Gold • Pulaski County, VA SolSmart Gold 			
<p>Templates:</p> <ul style="list-style-type: none"> • PI-1 SolSmart Solar Permitting Checklist Template SolSmart 			
<p>Resources:</p>			

- [Sharing Success: Emerging Approaches to Efficient Rooftop Solar Permitting](#) | Interstate Renewable Energy Council (IREC)
- [Simplifying the Solar Permitting Process: Residential Solar Permitting Best Practices Explained](#) | Interstate Renewable Energy Council (IREC)
- [Solar PV Construction: Codes, Permitting, and Inspection](#) | SolSmart’s Toolkit for Local Governments

PI-15	10	Provide an online process for solar PV inspection scheduling.	<input type="checkbox"/>
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Similar to online permit submittal, review, and approval processes, an online option for scheduling and managing inspection requests can promote process efficiency and reduce demands on time and resources for local government staff.

- Recommended Verification:**
- Provide a link to the online platform for inspection scheduling.
 - If an email-based online process is used:
 - 1) Provide details from building official or staff describing the process.
 - 2) Provide a copy of a sample email with personal and confidential information removed.

- Community Examples:**
- [Prince George’s County, MD](#) | Not Designated
 - [San Leandro, CA](#) | SolSmart Silver

- Templates:**
- Several software providers have integrated the solar PV inspection request process into their online systems.

- Resources:**
- [Sharing Success: Emerging Approaches to Efficient Rooftop Solar Permitting](#) | Interstate Renewable Energy Council (IREC)
 - [Simplifying the Solar Permitting Process: Residential Solar Permitting Best Practices Explained](#) | Interstate Renewable Energy Council (IREC)
 - [Solar PV Construction: Codes, Permitting, and Inspection](#) | SolSmart’s Toolkit for Local Governments

PI-16	10	Train fire and safety staff on solar PV and/or solar and storage systems. Training must have occurred in the past five years.	<input type="checkbox"/>
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Regular solar PV training, at least every few years, is a best practice to ensure firefighters and first responders are up-to-date on new procedures, codes, and products within the solar industry. Though fires caused by rooftop solar PV systems are extremely rare, firefighters responding to fires caused by other means need to take special precautions when a solar PV system is present. Training fire safety staff on how to identify and avoid potential hazards can help ensure the safety of first responders and reduce misconceptions or discomfort around increased solar deployment.

- Recommended Verification:**
- Provide a memo with details about the fire and safety staff training including name of training, name of trainer, attendees (name, title, department), date and time, location, agenda, and presentation/slides.

- Templates:**
- [PI-16 SolSmart Solar Fire Training Template Memo](#) | SolSmart

- Resources:**
- [Firefighter Safety and Photovoltaic Systems](#) (Training Course) | UL
 - [Photovoltaic \(PV\) Systems](#) | National Fire Protection Association (NFPA)
 - [Solar + Storage, A Guide for Local Governments](#) | SolSmart Webinar
 - [Solar PV Safety for Firefighters](#) | Interstate Renewable Energy Council (IREC)
 - [Fire Safety for Solar PV](#) | SolSmart Webinar
 - [Fire Safety for Solar PV](#) | SolSmart Slide Deck

PI-17	10	Train fire and safety staff on specific plans and procedures for responding to an emergency at a large-scale solar PV system within the jurisdiction. (This may include a walk-through of the site, coordinated with the project’s owner/operator).	<input type="checkbox"/>
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Though fires and other emergencies at large-scale solar PV systems are extremely rare, fire and safety staff should partner with a large-scale solar system owner/operator to ensure first responders have a standard

operating procedure (SOP) outlining how to address a fire or rescue operation at the large-scale solar project. The solar system owner/operator should work with fire responder to ensure SOPs are established and that the fire and safety staff have received any necessary training. Along with a basic understanding of solar PV and fire safety, firefighters and safety staff should be familiar with the project site and characteristics, including where to enter the site, location of system components, if battery storage is present at the site, and proper shutdown procedures. First responders should also know key points of contact for the project in case of an emergency.

- Recommended Verification:**
- Provide a memo with details about emergency response plans and procedures.
 - Provide a link to the requirement in the community's code of ordinances.

- Community Examples:**
- [Putnam County, GA](#) (e,9) | SolSmart Silver
 - [York, ME](#) (pg. 178 – f,3) | Not Designated

- Templates:**
- [PI-17 SolSmart Solar Large-scale Training Template Memo](#) | SolSmart

- Resources:**
- [Fire Fighter Safety and Emergency Response for Solar Power Systems](#) | The Fire Protection Research Foundation
 - [Solar PV Safety for Firefighters](#) | Interstate Renewable Energy Council (IREC)

PI-18	10	Share site specific solar PV and/or solar and storage permit data, including addresses, with first responders and their departments. (e.g. through software that allows users to view searchable, filterable data about a specific site and system).	<input type="checkbox"/>
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Fire and safety staff can benefit from having access to the locations of permitted solar PV systems. This gives fire departments advanced knowledge about homes or business that have on-site solar and allows them to development a plan before arriving onsite.

- Recommended Verification:**
- Provide details about the process for information sharing, including how fire and safety staff received the data.
 - Provide a link to the platform that allows fire and safety staff to access the data.

- Community Examples:**
- [Adams County, CO](#) | SolSmart Gold
 - [Freeport, IL](#) | SolSmart Gold

- Resources:**
- [Sharing Success: Emerging Approaches to Efficient Rooftop Solar Permitting](#) | Interstate Renewable Energy Council (IREC)
 - [Simplifying the Solar Permitting Process: Residential Solar Permitting Best Practices Explained](#) | Interstate Renewable Energy Council (IREC)
 - [Solar PV Construction: Codes, Permitting, and Inspection](#) | SolSmart's Toolkit for Local Governments
 - [Solar PV Safety for Firefighters](#) | Interstate Renewable Energy Council (IREC)

PI-19	10	Post an online checklist detailing the required permit(s), submittals, and steps of your community's energy storage system permitting process.	<input type="checkbox"/>
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Providing a set of requirements for the local energy storage permitting process (for both residential and commercial solar) on an easy-to-find local government web page represents a major step toward overcoming informational barriers. An online energy storage permit checklist can be a simple way for a community to accelerate permit approval timelines and save staff time by reducing the number of inquiries received from energy storage installers and requests for additional information associated with incomplete permit applications. Such checklists typically detail all the plans and forms required for approval and system design requirements.

- Recommended Verification:**
- Provide link to online permitting checklist for energy storage systems.

- Community Examples:**
- [Rocklin, CA](#) | Not Designated
 - [Sonoma, CA](#) | Not Designated

Templates:

<ul style="list-style-type: none"> • Battery Energy Storage System Model Permit New York State Energy and Research Development Authority (NYSERDA) • National Simplified Residential PV and Energy Storage Permit Guidelines Brooks Engineering and SolSmart
Resources: <ul style="list-style-type: none"> • Solar + Storage, A Guide for Local Governments SolSmart Webinar • Storage Permitting Resources Sustainable CUNY Smart Distributed Generation Hub

PI-20	10	Post energy storage system inspection requirements online, including the inspection process and what details inspectors will review.	<input type="checkbox"/>
<p>Providing an online list of inspection requirements will reduce informational barriers between inspectors and energy storage installers, helping to ensure that all items in the inspection process have been adequately addressed before inspectors arrive on site. These checklists can be used to highlight “common mistakes” made by installers.</p>			
Recommended Verification: <ul style="list-style-type: none"> • Provide a link to the online document outlining the inspection process and requirements. 			
Community Examples: <ul style="list-style-type: none"> • Palo Alto, CA Not Designated 			
Templates: <ul style="list-style-type: none"> • Battery Energy Storage System Electrical Checklist New York State Energy and Research Development Authority (NYSERDA) 			
Resources: <ul style="list-style-type: none"> • Solar + Storage, A Guide for Local Governments SolSmart Webinar 			

Planning and Zoning

PZ-1	Req'd	Review zoning requirements and identify restrictions that intentionally or unintentionally prohibit solar PV development. Compile findings in a memo. (Required for Bronze). Examples include: height restrictions, set-back requirements, screening requirements, visibility restrictions, etc.	<input type="checkbox"/>
<p>A community's zoning ordinance and land use regulations create statutory limits on what individuals may do with their property as a matter of right and often provides additional processes to consider special exceptions. Land use regulations often contain use standards that provide additional requirements for certain types of development. Local governments should be aware of any restrictions that could intentionally or unintentionally prohibit solar energy development within their community and consider removing those barriers to promote easier and more equitable solar deployment. Often, removing restrictive zoning language can save property owners time and money because they can avoid going through a more extensive process to have their solar system considered.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> Provide a signed SolSmart Zoning Review Memo. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> Gurnee, IL SolSmart Bronze 			
<p>Templates:</p> <ul style="list-style-type: none"> SolSmart Zoning Review Template SolSmart 			
<p>Resources:</p> <ul style="list-style-type: none"> Planning for Solar Energy American Planning Association (APA) Planning, Zoning & Development SolSmart's Toolkit for Local Governments 			
PZ-2	5	Present PZ-1 memo findings to planning commission or relevant body.	<input type="checkbox"/>
<p>The zoning ordinance review memo can be the starting point for ordinance amendments to remove barriers to solar or add language that could promote development. Presenting the findings of the memo to a relevant commission or body can start conversations about updates to solar energy regulations within the community. If the relevant commission or body is interested in updating the zoning ordinance, they can direct staff to draft recommendations.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> Provide meeting minutes, meeting agenda, or materials prepared for the meeting (e.g., handouts and slides) that demonstrate a discussion about the zoning review. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> Gurnee, IL SolSmart Bronze 			
<p>Resources:</p> <ul style="list-style-type: none"> Planning for Solar Energy American Planning Association (APA) Planning, Zoning & Development SolSmart's Toolkit for Local Governments 			
PZ-3	5	Draft proposed language for changes to zoning code based on PZ-1 memo and PZ-2 dialogue. Involve planners and/or local zoning experts in the creation of the draft language.	<input type="checkbox"/>
<p>A local government interested in enabling solar energy development should consider including basic solar information in the zoning ordinance such as a purpose, definitions, clarification on accessory use and primary use solar, and use standards. Zoning codes that contain no or little information about solar energy can complicate the process for homes and business that want to install a solar energy system. Including basic information about solar energy improves transparency of processes and clarity of development requirements and can enhance the growth of the local solar market in an organized and efficient manner.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> Provide draft language of the proposed zoning ordinance changes that relate to solar energy. 			

Community Examples:	
<ul style="list-style-type: none"> • Lafayette, CO SolSmart Gold 	
Templates:	
<ul style="list-style-type: none"> • Model Zoning for the Regulation of Solar Energy Systems Massachusetts Department of Energy Resources • Renewable Energy Ordinance Framework: Solar PV Delaware Valley Regional Planning Commission (DVRPC) 	
Resources:	
<ul style="list-style-type: none"> • Planning for Solar Energy American Planning Association (APA) • Planning, Zoning & Development SolSmart’s Toolkit for Local Governments 	

PZ-4	0	Post an online document from the Planning/Zoning Department that states accessory use solar PV is allowed by-right in all major zones. (e.g. via a zoning determination letter). (Required for Silver unless Gold Requirement PZ-5 is achieved. If PZ-5 is achieved, PZ-4 is not necessary.)	<input type="checkbox"/>
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Including solar energy in the zoning ordinance provides the highest level of policy certainty and clarity. A zoning ordinance change that codifies accessory use solar as an allowed or by-right use is a best-case scenario. However, this may be impractical or politically difficult to achieve in the short term, or outside of a zoning update cycle. Instead of an ordinance change, local governments may write and publish a zoning determination letter clarifying that accessory use solar is an allowed or by-right use in all major zones. This clarification removes uncertainty and can increase solar adoption and lower costs for residents and businesses.

Recommended Verification:	
<ul style="list-style-type: none"> • Provide a link to an online document (and the parent webpage) that clarifies that accessory solar PV is an allowed or by-right use in all major zones. • This document should: <ol style="list-style-type: none"> 1) show that the process does not involve staff discretion, special permits, conditional permits, use permits, or variances 2) have language that demonstrates its applicability in all major zones 3) be made public 	

Community Examples:	
<ul style="list-style-type: none"> • Egg Harbor, WI SolSmart Silver • South Miami, FL SolSmart Silver 	

Resources:	
<ul style="list-style-type: none"> • Planning for Solar Energy American Planning Association (APA) • Planning, Zoning & Development SolSmart’s Toolkit for Local Governments 	

PZ-5	20	Codify in the zoning ordinance that accessory use solar PV is explicitly allowed by-right in all major zones. Zoning ordinance language should not include intentional or unintentional barriers to accessory use solar, such as limits to visibility from public rights-of-way, excessive restrictions to system size, glare studies, subjective design reviews, and neighbor consent requirements. (Required for Gold, PZ-4 is optional)	<input type="checkbox"/>
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A community’s zoning ordinance and land use regulations create statutory limits on what individuals may do with their property as a matter of right. Zoning often provides additional processes, which can be long and costly, to consider special exceptions when a proposal is inconsistent with current land use regulations. Codifying solar as an accessory use and as an allowed or by-right use in all major zoning categories provides policy certainty and clarity which can promote easier and more equitable solar deployment. It can increase solar development and save property owners time and money because they can avoid going through a more extensive process to have their solar system considered.

Recommended Verification:	
<ul style="list-style-type: none"> • Provide a link to the zoning ordinance or land use regulations that codify solar as an accessory use and allowed or by-right use. Please indicate the relevant section(s). 	

Community Examples:	
<ul style="list-style-type: none"> • Brownsville, TX SolSmart Silver • Pinecrest, FL SolSmart Silver 	

Templates:	
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- [Best Practice Guidance for Solar and Zoning – Accessory Use](#) | SolSmart
- [Georgia’s Model Solar Ordinance](#) | Georgia Tech Strategic Energy Institute
- [Model Solar Energy Local Law \(NY\)](#) | New York State Energy Research and Development Authority (NYSERDA)
- [Model Zoning for the Regulation of Solar Energy Systems](#) | Massachusetts Department of Energy Resources
- [Renewable Energy Ordinance Framework: Solar PV](#) | Delaware Valley Regional Planning Commission (DVRPC)
- [Solar Model Ordinance](#) | Grow Solar Toolkit
- [Template Solar Energy Development Ordinance for North Carolina](#) | North Carolina Clean Energy Technology Center (NCCETC)

Resources:

- [Are You Solar Ready?](#) | National Renewable Energy Laboratory (NREL)
- [Best Practices in Zoning for Solar](#) | National Renewable Energy Laboratory (NREL)
- [Planning for Solar Energy](#) | American Planning Association (APA)
- [Planning, Zoning & Development](#) | SolSmart’s Toolkit for Local Governments

PZ-6	5	Ensure the zoning ordinance exempts rooftop solar PV from certain restrictions on accessory uses (e.g. height limits, rooftop equipment screening requirements, or other restrictions).	<input type="checkbox"/>
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Height restrictions are often imposed on buildings within specific zoning districts to satisfy several planning objectives such as protection of views, controlling neighborhood character, density, and access to sunlight. In many districts, buildings are constructed up to the maximum allowed height. Many local governments exempt antennas, chimneys, flagpoles from height limits to allow for their placement and use. Since solar panels are most efficient when installed at an angle equal to a location latitude, local governments should consider adding solar to the list of height exemptions.

Recommended Verification:

- Provide a link to the zoning ordinance or land use regulations that exempts rooftop solar PV from certain restrictions on accessory uses. Please indicate the relevant section(s).

Community Examples:

- [Brownsville, TX](#) | SolSmart Silver
- [Plymouth, IN](#) (pg. 204, 210 D.2.a) | SolSmart Gold

Templates:

- [Best Practice Guidance for Solar and Zoning – Accessory Use](#) | SolSmart
- [Model Zoning for the Regulation of Solar Energy Systems](#) | Massachusetts Department of Energy Resources
- [Renewable Energy Ordinance Framework: Solar PV](#) | Delaware Valley Regional Planning Commission (DVRPC)

Resources:

- [Planning for Solar Energy](#) | American Planning Association (APA)
- [Planning, Zoning & Development](#) | SolSmart’s Toolkit for Local Governments

PZ-7	5	Ensure the zoning ordinance permits small ground-mounted solar PV as an accessory use in at least one zoning district.	<input type="checkbox"/>
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Sometimes a property is not suitable for rooftop solar because the building has structural limitations, or the rooftop is shaded. In this case, a small ground-mounted solar PV system can still allow the property owner to install solar and enjoy the benefits. Permitting or allowing small ground-mounted solar PV as an accessory use in at least one zoning districts can promote easier and more equitable solar deployment. It can increase solar development and save property owners time and money because they can avoid going through a more extensive process to have their solar system considered.

Recommended Verification:

- Provide a link to the zoning ordinance or land use regulations that allows small ground-mounted solar PV as an accessory use. Please indicate the relevant section(s).

Community Examples:

<ul style="list-style-type: none"> • Philadelphia, PA SolSmart Gold • La Crescent, MN SolSmart Gold
Templates: <ul style="list-style-type: none"> • Best Practice Guidance for Solar and Zoning – Accessory Use SolSmart • Model Zoning for the Regulation of Solar Energy Systems Massachusetts Department of Energy Resources • Renewable Energy Ordinance Framework: Solar PV Delaware Valley Regional Planning Commission (DVRPC)
Resources: <ul style="list-style-type: none"> • Best Practices in Zoning for Solar National Renewable Energy Laboratory (NREL) • Planning for Solar Energy American Planning Association (APA) • Planning, Zoning & Development SolSmart’s Toolkit for Local Governments

PZ-8	5	Ensure the zoning ordinance exempts small ground-mounted solar PV from certain restrictions on accessory uses (e.g. setbacks, coverage or impervious surface calculations, or other restrictions).	□
<p>Small ground-mounted solar PV that is considered an accessory use may be subject to certain restrictions such as setbacks, lot coverage, and impervious surface ratios. These types of regulations are normally applied to accessory structures like sheds, garages, or accessory dwelling units which can have a greater impact on neighbors when built up against a lot line or covering a larger percentage of the lot. Solar is less obtrusive and contains pervious surfaces underneath the panels and it can be exempted from certain restrictions to promote easier and more equitable solar deployment.</p>			
Recommended Verification: <ul style="list-style-type: none"> • Provide a link to the zoning ordinance or land use regulations that exempts small ground-mounted solar PV from certain restrictions on accessory uses. Please indicate the relevant section(s). 			
Community Examples: <ul style="list-style-type: none"> • Edina, MN SolSmart Gold • Swarthmore, PA SolSmart Bronze 			
Templates: <ul style="list-style-type: none"> • Best Practice Guidance for Solar and Zoning – Accessory Use SolSmart • Model Zoning for the Regulation of Solar Energy Systems Massachusetts Department of Energy Resources • Renewable Energy Ordinance Framework: Solar PV Delaware Valley Regional Planning Commission (DVRPC) 			
Resources: <ul style="list-style-type: none"> • Planning for Solar Energy American Planning Association (APA) • Planning, Zoning & Development SolSmart’s Toolkit for Local Governments 			

PZ-9	5	Ensure the zoning ordinance establishes a clear regulatory pathway for large-scale solar PV (e.g. through a special use permit or through inclusion among allowed conditional uses).	□
<p>A local government should consider including large-scale solar regulations in their zoning ordinance or land use regulations to provide clarity and consistency to the development process. Including the type of district (e.g. commercial, industrial, low productivity agricultural land) where development is allowed, the type of applicable permit(s) (e.g. conditional use permits, use permits), and use standards or special regulations provide solar developers with a clear set of guidelines and a more predictable approval process.</p>			
Recommended Verification: <ul style="list-style-type: none"> • Provide a link to the zoning ordinance or land use regulations that establishes a regulatory pathway for large-scale solar PV development. Please indicate the relevant section(s). 			
Community Examples: <ul style="list-style-type: none"> • Freeport, IL SolSmart Gold • La Crosse, WI SolSmart Gold 			
Templates:			

<ul style="list-style-type: none"> • Model Zoning for the Regulation of Solar Energy Systems Massachusetts Department of Energy Resources • Renewable Energy Ordinance Framework: Solar PV Delaware Valley Regional Planning Commission (DVRPC)
Resources: <ul style="list-style-type: none"> • Are You Solar Ready? National Renewable Energy Laboratory (NREL) • Land Use Considerations for Large-scale Solar SolSmart Issue Brief • Planning for Solar Energy American Planning Association (APA) • Planning, Zoning & Development SolSmart’s Toolkit for Local Governments • Top Five Large-scale Solar Myths National Renewable Energy Laboratory (NREL)

PZ-10	10	Ensure the zoning ordinance includes a native perennial vegetation and/or habitat-friendly ground cover requirement or standard for large-scale solar PV.	<input type="checkbox"/>
<p>Large-scale solar projects cover many acres that can be used for the dual purpose of providing clean, renewable energy and growing native perennial vegetation or habitat-friendly ground cover. Planting native perennial vegetation under solar PV systems can improve soil health and water retention, while providing habitat for pollinators and native species.</p>			
Recommended Verification: <ul style="list-style-type: none"> • Provide a link to the zoning ordinance or land use regulations that includes language about a native perennial vegetation and/or habitat-friendly ground cover requirement or standard. Please indicate the relevant section(s). 			
Community Examples: <ul style="list-style-type: none"> • Stearns County, MN (6.54.1 H) SolSmart Silver • St. Joseph County, IN SolSmart Gold 			
Templates: <ul style="list-style-type: none"> • Minnesota Solar Model Ordinance Great Plains Institute (GPI) • Model Solar Energy Local Law (NY) New York State Energy Research and Development Authority (NYSERDA) 			
Resources: <ul style="list-style-type: none"> • Land Use Considerations for Large-scale Solar SolSmart Issue Brief • NREL Beneath Solar Panels, the Seeds of Opportunity Sprout National Renewable Energy Laboratory (NREL) • State Pollinator-friendly Scorecards Fresh Energy 			

PZ-11	5	Ensure the zoning ordinance enables co-location of solar PV with an agricultural use such as grazing, apiaries, or crops (agrivoltaics).	<input type="checkbox"/>
<p>Large-scale solar projects cover many acres that can be used for the dual purpose of providing clean, renewable energy and co-locating with forms of agriculture. Co-locating solar PV with crops can enhance yields, soil health, and water retention while improving system efficiency by reducing air temperature near the panels.</p>			
Recommended Verification: <ul style="list-style-type: none"> • Provide a link to the zoning ordinance or land use regulations that includes language enabling the co-location of solar with an agricultural use. Please indicate the relevant section(s). 			
Community Examples: <ul style="list-style-type: none"> • Leon County, FL SolSmart Gold • San Luis Obispo County, CA (D.9) Not Designated 			
Templates: <ul style="list-style-type: none"> • Illinois Solar Model Ordinance Great Plains Institute (GPI) 			
Resources: <ul style="list-style-type: none"> • AgriSolar Clearinghouse Information Library National Center for Appropriate Technology (NCAT) • Co-Location of Solar and Agriculture Webinar National Renewable Energy Laboratory (NREL) • Land Use Considerations for Large-scale Solar SolSmart Issue Brief • NREL Beneath Solar Panels, the Seeds of Opportunity Sprout National Renewable Energy Laboratory (NREL) 			

PZ-12	5	Ensure the zoning ordinance requires a decommissioning plan that outlines the terms and conditions for a large-scale solar PV system's proper removal at the end of its useful life cycle or in the event of cessation of operation. (The decommissioning plan may include steps to remove the system, requirements for disposal and/or recycling of system components, and restoration as needed to allow for return to agriculture or other land use).	<input type="checkbox"/>
<p>A community's zoning ordinance can require a decommissioning plan that clearly outlines the roles, responsibilities, terms, and conditions to ensure the local government will not be responsible for the removal of a large-scale solar PV system. Decommissioning is the responsibility of the system owner and requiring a plan can alleviate concerns that a local government will be unnecessarily burden with system removal.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a link to the zoning ordinance or land use regulations that includes language about a decommissioning plan for large-scale solar PV. Please indicate the relevant section(s). 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • La Crosse, WI SolSmart Gold • Will County, IL SolSmart Gold 			
<p>Templates:</p> <ul style="list-style-type: none"> • Model Solar Energy Local Law (NY) New York State Energy Research and Development Authority (NYSERDA) • Template Solar Energy Development Ordinance for North Carolina North Carolina Clean Energy Technology Center (NCCETC) 			
<p>Resources:</p> <ul style="list-style-type: none"> • A Survey of Federal and State-Level Solar System Decommissioning Policies in the United States National Renewable Energy Laboratory (NREL) • Decommissioning Solar Panel Systems New York State Energy Research and Development Authority (NYSERDA) • Land Use Considerations for Large-scale Solar SolSmart Issue Brief 			

PZ-13	5	Ensure the zoning ordinance establishes solar energy zones and/or solar overlays for large-scale solar PV.	<input type="checkbox"/>
<p>A community's zoning ordinance and land use regulations could establish a solar energy zone or overlay. This strategy can encourage solar development on favorable sites and reduce the project development timeline by streamlining permitting and zoning requirements.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a link to the zoning ordinance or land use regulations that establishes solar energy zones and/or solar overlays for large-scale solar PV. Please indicate the relevant section(s). 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Framingham, MA (pg. 96) SolSmart Silver • Wellesley, MA (pg. 101) SolSmart Silver 			
<p>Resources:</p> <ul style="list-style-type: none"> • Planning for Solar Energy American Planning Association (APA) • Planning, Zoning & Development SolSmart's Toolkit for Local Governments 			

PZ-14	10	Require new construction to be solar ready in at least one zoning district by adopting Appendix U (International Code Council), Appendix RB (International Energy Conservation Code), or another mechanism.	<input type="checkbox"/>
<p>Local governments can proactively plan for increased solar deployment by requiring new construction to be solar ready which can reduce the installation costs if a solar system will be installed at some point in the future. Solar ready buildings are designed and engineered in such a way that allows for the easy installation of a future solar system. The International Code Council (ICC) has developed model codes and standards for solar ready construction.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a link to the adopted code(s) or language that requires new construction to be solar ready. 			

Community Examples:

- [El Paso, TX](#) | SolSmart Gold
- [Warrenville, IL](#) | SolSmart Gold

Templates:

- [Appendix U](#) | International Residential Code (IRC)
- [Appendix RB](#) | International Energy Conservation Code (IECC)

Resources:

- [Planning for Solar Energy](#) | American Planning Association (APA)
- [Planning, Zoning & Development](#) | SolSmart's Toolkit for Local Governments
- [Solar Ready Construction Guidelines](#) | Mid-America Regional Council (MARC)

PZ-15	20	Codify a solar requirement for new construction and/or retrofits meeting a specific threshold, in at least one zoning district.	<input type="checkbox"/>
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Local governments can proactively promote solar development by requiring a solar installation on new construction, and/or retrofits. Installing solar on new construction is cost-effective and can rapidly increase solar deployment in a community. A solar requirement can be mandated at a local level in the code of ordinances or, as in the case of California, at the state level.

Recommended Verification:

- Provide a link to the adopted code(s) or language that requires solar on new construction or retrofits.

Community Examples:

- [Santa Monica, CA](#) | SolSmart Gold
- [South Miami, FL](#) (*W Solar Requirements*) | SolSmart Silver

Resources:

- [Better Roofs Ordinance](#) | San Francisco Planning Department
- [Planning for Solar Energy](#) | American Planning Association (APA)
- [Planning, Zoning & Development](#) | SolSmart's Toolkit for Local Governments

PZ-16	10	Provide clear guidance for the installation of solar PV on historic properties and in special overlay districts.	<input type="checkbox"/>
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Many communities contain historic properties or historic districts that aim to preserve a community's character and heritage. These properties and districts are often regulated by specific design guidelines that outline how a historic property may be modified. These guidelines can include the best methods to incorporate a solar energy installation while maintaining the historical nature of the structure and surrounding neighborhood.

Recommended Verification:

- Provide a link to the zoning ordinance or land use regulations that includes guidance on the installation of solar PV on historic properties and in special overlay districts. Please indicate the relevant section(s).
- Provide a link to guidance for the installation of solar PV on historic properties and in special overlay districts

Community Examples:

- [Ann Arbor, MI](#) | SolSmart Silver
- [Park City, UT](#) | SolSmart Gold

Templates:

- [Best Practice Guidance for Solar and Zoning – Accessory Use](#) | SolSmart

Resources:

- [Implementing Solar PV Projects on Historic Buildings and in Historic Districts](#) | National Renewable Energy Laboratory (NREL)
- [Installing Solar Panels on Historic Buildings](#) | North Carolina Clean Energy Technology Center (NCCETC)
- [Planning for Solar Energy](#) | American Planning Association (APA)
- [Planning, Zoning & Development](#) | SolSmart's Toolkit for Local Governments

PZ-17	5	Post an online fact sheet that provides an overview of what zoning allows for solar PV under what conditions (e.g. types and sizes of solar systems permitted, the processes required, and other relevant information).	<input type="checkbox"/>
<p>A community's zoning ordinance and land use regulations create statutory limits on what individuals may do with their property as a matter of right and often provides additional processes to consider special exceptions. Land use regulations often contain use standards that provide additional requirements for certain types of development. However, these regulations can sometimes be unclear and difficult to access, especially for topics like solar PV. Posting an online fact sheet that summarizes zoning regulations for solar represents a major step toward overcoming informational barriers.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a link to the fact sheet, zoning determination letter, or other online document that clarifies and summarizes how the zoning ordinance and land use regulations regulate solar energy. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • San Diego County, CA SolSmart Gold • Sedona, AZ SolSmart Bronze 			
<p>Resources:</p> <ul style="list-style-type: none"> • Planning, Zoning & Development SolSmart's Toolkit for Local Governments 			

PZ-18	10	Train planning and zoning staff on best practices in planning and zoning for solar PV. Training must have occurred in the past five years.	<input type="checkbox"/>
<p>Regular solar PV training, at least every few years, is a best practice to ensure planning and zoning staff are up-to-date on strategies for incorporating solar into plans, ordinances, and development regulations. Training staff in planning and zoning best practices for solar can help them to evaluate the options available for reducing barriers to solar and enable them to customize these best practices to their local context. Training can help staff develop clear, transparent, well-defined, and consistent planning and zoning regulations and processes that provide certainty for property owners and solar developers. Local governments can require staff to attend full or half-day workshops (either live or online) and provide or create resources designed to help staff keep up with advances in solar planning and zoning best practices.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a memo with details about the planning and zoning training including name of training, name of trainer, attendees (name, title, department), date and time, location, agenda, and presentation/slides. 			
<p>Templates:</p> <ul style="list-style-type: none"> • PZ-18 SolSmart Solar Planning and Zoning Training Template Memo SolSmart 			
<p>Resources:</p> <ul style="list-style-type: none"> • Best Practices in Solar Planning and Zoning SolSmart Webinar • Planning for Solar Energy American Planning Association (APA) • Planning, Zoning & Development SolSmart's Toolkit for Local Governments 			

PZ-19	5	Draft new or updated language and provide a timeline for the inclusion of specific solar PV goals, metrics, and/or strategies into existing and/or future plans.	<input type="checkbox"/>
<p>Planning documents provide the foundation for a community's vision for how and where it would like future development to occur. Comprehensive, sub-area, and functional plans also provide policy guidance to the local government as it weighs how future development aligns with other objectives. Communities that would like to promote solar development in an organized and efficient manner should draft solar energy goals, metrics, or strategies for inclusion in new or updated plans.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide draft language of the proposed plan changes that relate to solar energy and a timeline for inclusion in future plans. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Chatham County, NC SolSmart Gold • South St. Paul, MN SolSmart Bronze 			
<p>Templates:</p> <ul style="list-style-type: none"> • Solar Resource Development Requirement Metropolitan Council (Met Council) 			
<p>Resources:</p>			

- [Integrating Solar Energy into Local Plans](#) | American Planning Association (APA)
- [Planning for Solar Energy](#) | American Planning Association (APA)
- [Planning, Zoning & Development](#) | SolSmart's Toolkit for Local Governments

PZ-20	10	Include specific solar PV goals, metrics, and/or strategies in the most current version of relevant local plans (e.g. energy plan, climate plan, comprehensive plan).	<input type="checkbox"/>
<p>Planning documents provide the foundation for a community's vision for how and where it would like future development to occur. Development is governed largely by the components of the comprehensive plan and guided by the policies and strategies outlined in other functional plans such as a Climate Action Plan or Sustainability Plan. These planning documents should align to have solar energy goals, metrics, and strategies that promote solar development in an organized and efficient manner.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a link to the relevant plans that incorporate solar PV goals, metrics, and/or strategies. Please indicate the relevant section(s). 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Ann Arbor, MI SolSmart Silver • Philadelphia, PA SolSmart Gold 			
<p>Resources:</p> <ul style="list-style-type: none"> • Integrating Solar Energy into Local Plans American Planning Association (APA) • Local Government Strategies for 100% Clean Energy SolSmart Webinar • Planning for Solar Energy American Planning Association (APA) • Planning, Zoning & Development SolSmart's Toolkit for Local Governments 			

PZ-21	10	Develop a solar PV assessment that identifies all feasible sites for large-scale solar PV development within a jurisdiction.	<input type="checkbox"/>
<p>Local governments can proactively identify sites that are favorable for solar PV projects. Identifying sites that have high solar potential and the best characteristics for large-scale solar development can reduce potential conflicts between solar and other land uses and speed up the project development timeline.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a link to the large-scale solar PV assessment. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Mountain Iron, MN SolSmart Bronze • Santa Clara County, CA Not Designated 			
<p>Resources:</p> <ul style="list-style-type: none"> • Planning for Solar Energy American Planning Association (APA) • Planning, Zoning & Development SolSmart's Toolkit for Local Governments • Solar Resource Protection Requirement Metropolitan Council (Met Council) 			

PZ-22	10	Enable solar rights through a local solar access ordinance.	<input type="checkbox"/>
<p>In some states, local governments have jurisdiction to enable solar rights through an ordinance. A solar rights or access ordinance protects a property owner's right to sunlight, ensuring a solar installation has access to the sunlight it needs to generate electricity. A solar access ordinance can also remove restrictive covenants for solar PV in relevant zones.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a link to the zoning ordinance or land use regulations that protects solar rights and access. Please indicate the relevant section(s). 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Ashland, OR Not Designated • Freeport, IL SolSmart Gold 			
<p>Templates:</p> <ul style="list-style-type: none"> • A Comprehensive Review of Solar Access Law in the United States Solar America Board for Codes and Standards (Solar ABCs) 			
<p>Resources:</p>			

- [A Comprehensive Review of Solar Access Law in the United States](#) | Solar America Board for Codes and Standards (Solar ABCs)
- [Best Practices in Zoning for Solar](#) | National Renewable Energy Laboratory (NREL)
- [Planning for Solar Energy](#) | American Planning Association (APA)
- [Planning, Zoning & Development](#) | SolSmart’s Toolkit for Local Governments

PZ-23	20	Codify in the zoning ordinance that accessory use energy storage systems are explicitly allowed by-right in all major zones.	<input type="checkbox"/>
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A community’s zoning ordinance and land use regulations create statutory limits on what individuals may do with their property as a matter of right. Zoning often provides additional processes, which can be long and costly, to consider special exceptions when a proposal is inconsistent with current land use regulations. Codifying residential energy storage as an accessory use and allowed or by-right use in all major zoning categories provides policy certainty and clarity which can promote easier and more equitable energy storage deployment. It can increase energy storage development and save property owners time and money because they can avoid going through a more extensive process to have their energy storage system considered.

Recommended Verification:

- Provide a link to the zoning ordinance or land use regulations that codify energy storage as an accessory use and allowed or by-right use. Please indicate the relevant section(s).

Community Examples:

- Coming Soon

Templates:

- [Battery Energy Storage Model Law](#) | New York State Energy Research and Development Authority (NYSERDA)

Resources:

- [NYC Energy Storage Systems Zoning Guide](#) | Sustainable CUNY Smart Distributed Generation Hub

Government Operations

GO-1	20	Demonstrate coordination between local government inspectors and utility staff to reduce Permission to Operate timeline for solar PV.	<input type="checkbox"/>
<p>A solar system that has not been granted permission to operate (PTO), is not allowed to produce electricity which can have economic impacts for the system owner. To reduce economic loss, local governments can coordinate with the electric utility to ensure solar PV systems can begin operation as soon as it has been confirmed that the systems are properly constructed and connected to the grid. Consolidating and/or coordinating local government inspections and utility interconnection inspections can save time and money for solar installers and property owners.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> Provide details about the coordination process and explaining how this process reduces the time between inspection and Permission to Operate 			
<p>Community Examples:</p> <ul style="list-style-type: none"> Leon County, FL SolSmart Gold 			
<p>Resources:</p> <ul style="list-style-type: none"> Utility Engagement SolSmart's Toolkit for Local Governments 			
GO-2	10	Discuss community goals for solar PV, net metering, community solar, and/or interconnection processes with the local utility and explore areas for future collaboration. Compile summary and next steps in a memo.	<input type="checkbox"/>
<p>Local governments can leverage their relationship with electric utilities to encourage increased support for, and development of, solar energy. Local governments and utilities can partner to provide community solar programs, solar incentives, and help improve the solar interconnection process. Utilities can also help local governments meet municipal or community-wide renewable energy goals by procuring large amount of solar energy.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> Provide meeting minutes (including a list of follow-up action items), e-mail correspondence, meeting agenda, materials prepared for the meeting (e.g., handouts and slides), or other evidence that at least one meeting occurred with your local utility. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> Minneapolis, MN SolSmart Gold Missoula, MT SolSmart Silver 			
<p>Resources:</p> <ul style="list-style-type: none"> Engagement Guidance American Cities Climate Challenge Renewables Accelerator Making Solar & Electrification Policies Mutually Beneficial SolSmart Webinar Procurement Guidance American Cities Climate Challenge Renewables Accelerator Solar & Electrification, A Beneficial Partnership SolSmart Issue Brief Utilizing City-Utility Partnership Agreements to Achieve Climate and Energy Goals World Resources Institute (WRI) 			
GO-3	10	Coordinate with regional organizations and/or local governments to engage utilities on advancing solar policies such as utility procurement of solar PV, green tariffs, and/or interconnection process improvements.	<input type="checkbox"/>
<p>Local governments can find strength in numerous as they advance ambitious energy transformation goals. Collaborating with other local governments and/or regional organizations allows resources, expertise, and staff to be pooled together which can enhance efforts to work with utilities. Networks of communities and utilities can provide opportunities to share best practices and common strategies through peer-to-peer learning. They can also help build coalitions and advocate for state policy.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> Provides details about your community's participation in coordinated efforts between local governments and/or regional organizations to engage utilities with the goal of advancing solar initiatives. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> Lake Forest, IL SolSmart Bronze Salt Lake City, UT SolSmart Bronze 			

Resources:

- [Engagement Guidance](#) | American Cities Climate Challenge Renewables Accelerator
- [Engagement Tracker](#) | American Cities Climate Challenge Renewables Accelerator
- [PJM Cities & Communities Coalition](#) | World Resources Institute (WRI)
- [Procurement Guidance](#) | American Cities Climate Challenge Renewables Accelerator
- [Utilizing City-Utility Partnership Agreements to Achieve Climate and Energy Goals](#) | World Resources Institute (WRI)

GO-4	10	Conduct feasibility analysis for solar PV on local government facilities and/or local government-controlled land.	<input type="checkbox"/>
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Local governments can lead by example and install solar PV on their facilities and/or land to achieve clean energy goals and generate electricity cost savings. The first step is conducting a feasibility analysis to discover which rooftops or grounds have the highest solar potential and best characteristic for a solar installation. An RFP can then be issued for the most favorable sites.

Recommended Verification:

- Provide a link to the feasibility analysis or details about the feasibility analysis that was conducted – who conducted, what were the sites, when was it conducted, what were the recommendations and next steps.

Community Examples:

- [Asheville, NC](#) | SolSmart Gold
- [Mountain Iron, MN](#) | SolSmart Bronze

Resources:

- [Decision Support Tools for Local Solar Planning & Development](#) | SolSmart Webinar
- [Solar Project Development Pathway - Site and Opportunity Assessment](#) | Environmental Protection Agency (EPA)
- [Solar Development on Public Facilities and Under-utilized Land](#) | SolSmart's Toolkit for Local Governments
- [System Advisor Model \(SAM\)](#) | National Renewable Energy Laboratory (NREL)

GO-5	20	Install solar PV on local government facilities and/or local government-controlled land.	<input type="checkbox"/>
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Local governments can lead by example and install solar on their facilities and/or land to achieve clean energy goals. Solar installations can generate revenue for local governments, deliver electricity cost savings, and serve as an educational tool for community members.

Recommended Verification:

- Provide news articles, a press release announcing the commissioned system, or webpage that summarizes the details of the installation(s) including total number of systems, size, location, and photos.

Community Examples:

- [Johnson County, IA](#) | SolSmart Gold
- [New York City, NY](#) | SolSmart Gold

Resources:

- [Procurement Guidance](#) | American Cities Climate Challenge Renewables Accelerator
- [Solar Decision Support and Resources for Local Governments](#) | National Renewable Energy Laboratory (NREL)
- [Solar Development on Public Facilities and Under-utilized Land](#) | SolSmart's Toolkit for Local Governments
- [Solar Power Purchase Agreements: A Toolkit for Local Governments](#) | Interstate Renewable Energy Council (IREC)

GO-6	20	Install solar PV on local government-controlled brownfields and/or under-utilized properties.	<input type="checkbox"/>
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As large, open spaces with limited future uses, brownfields, landfills, and other under-utilized lands are favorable locations for solar PV systems. Local governments can lease these lands for solar development to increase locally installed solar capacity while generating land lease revenue.

Recommended Verification:

- Provide a news article, a press release announcing the commissioned system, or webpage that summarizes the details of the installation(s) including total number of systems, size, location, and photos.

Community Examples:

- [Cary, NC](#) | SolSmart Silver
- [Eau Claire, WI](#) | SolSmart Gold

Resources:

- [Developing Solar on Brownfields](#) | SolSmart Webinar
- [RE-Powering America's Land](#) | Environmental Protection Agency (EPA)
- [Solar Development on Public Facilities and Under-utilized Land](#) | SolSmart's Toolkit for Local Governments
- [The Guide to Developing Solar Photovoltaics at Massachusetts Landfills](#) | Massachusetts Department of Energy Resources

GO-7	20	Install solar PV integrated with other technologies such as combined heat and power or electric vehicle charging on local government facilities and/or local government-controlled land.	<input type="checkbox"/>
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Solar can provide unique benefits when paired with other distributed energy technologies. Co-locating solar with other technologies can improve resilience, provide demand-charge reductions, and charging electric vehicles with a renewable source of energy.

Recommended Verification:

- Provide a news article, a press release announcing the commissioned system, or webpage that summarizes the details of the solar installation(s) integrated with other technologies including total number of systems, size, location, technologies used, and photos.

Community Examples:

- [Duluth, MN](#) | SolSmart Gold
- [Montgomery County, MD](#) | SolSmart Gold
- [Boulder, CO](#) | SolSmart Gold

Resources:

- [Best Practices for Solar & Electric Bus Charging at Transit Agencies](#) | SolSmart Webinar
- [REopt: Renewable Energy Integration & Optimization](#) | National Renewable Energy Laboratory (NREL)
- [Solar and Electric Vehicles: A Guide for Local Governments](#) | SolSmart
- [Solar & Electric Vehicle Best Practices for Local Governments](#) | SolSmart Webinar

GO-8	20	Install solar PV plus storage on local government facilities and/or local government-controlled land.	<input type="checkbox"/>
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Solar can provide resilience benefits and serve as emergency backup power to local government facilities in case of a power outage. Local governments have leveraged solar PV and storage to provide lighting for evacuation routes, power to shelters, and extend the fuel supply of diesel generation. Solar plus storage can also be used to provide demand-charge reductions by reducing peak load.

Recommended Verification:

- Provide a news article, a press release announcing the commissioned system, or webpage that summarizes the details of the solar installation(s) plus storage including total number of systems, size, location, and photos.

Community Examples:

- [Fayetteville, AR](#) | SolSmart Gold
- [Portland, OR](#) | Not Designated

Resources:

- [REopt: Renewable Energy Integration & Optimization](#) | National Renewable Energy Laboratory (NREL)
- [Resiliency: Solar + Storage](#) | SolSmart's Toolkit for Local Governments
- [Solar + Storage: A Guide for Local Governments](#) | SolSmart Issue Brief
- [Solar and Energy Storage for Resiliency \(Solar Resilient\)](#) | San Francisco Department of the Environment
- [Solar and Resiliency: Integrative Financing Strategies for SolSmart Communities](#) | SolSmart Issue Brief
- [Solar + Storage / Resiliency](#) | Sustainable CUNY Smart Distributed Generation Hub

GO-9	10	Require new local government facilities and/or facility retrofits meeting a specific threshold to be solar ready.	<input type="checkbox"/>
<p>Local governments can lead by example and require new facilities or those completing a retrofit to be solar ready. Solar ready construction can reduce the installation costs if a solar system will be installed at some point in the future. Solar ready buildings are designed and engineered in such a way that allows for the easy installation of a future solar system.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> Provide a link to adopted code(s) or language that require new construction and/or retrofits of local government facilities to be solar ready. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> Montgomery County, MD SolSmart Gold 			
<p>Resources:</p> <ul style="list-style-type: none"> Solar-Ready Building Design: A Summary of Technical Considerations National Renewable Energy Laboratory (NREL) 			

GO-10	20	Procure solar energy for municipal operations through an offsite physical PPA, virtual PPA, green tariff, or similar structure.	<input type="checkbox"/>
<p>To meet climate and energy goals, local governments can procure a large amount of solar energy through an appropriate structure, depending on the types of contracts allowed by state and utility regulations.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> Provide a document such as a news article, contract, press release, or similar official document containing the details how the local government is procuring solar energy. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> Cincinnati, OH Not Designated Denton, TX SolSmart Gold 			
<p>Resources:</p> <ul style="list-style-type: none"> How Cities Benefit from Power Purchase Agreements Center for Climate and Energy Solutions (C2ES) How Local Governments Can Buy Renewable Energy & Support Market Development SolSmart Webinar Local Government Strategies for 100% Clean Energy SolSmart Webinar Procurement Guidance American Cities Climate Challenge Renewables Accelerator Municipal Solar Procurement SolSmart Webinar 			

Community Engagement

CE-1	10	Post a solar landing page on local government’s website with information that may include the community’s solar goals, educational materials and tools that promote solar, and resources for solar development (e.g. permitting checklist, application forms, zoning regulations, etc.).	<input type="checkbox"/>
<p>A solar landing page is a way to provide residents, businesses, and solar installers with important information about your community’s solar energy policies, processes, goals, and metrics from one centralized location. It is also a way to educate community members about solar energy topics like financing options and consumer protection best practices.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a link to the solar landing page. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Pulaski County, VA SolSmart Gold • Tyngsborough, MA SolSmart Gold 			
<p>Templates:</p> <ul style="list-style-type: none"> • CE-1 SolSmart Solar Landing Page Template SolSmart 			
<p>Resources:</p> <ul style="list-style-type: none"> • Homeowner’s Guide to Going Solar (View in Spanish) U.S. Department of Energy (DOE) • Residential Consumer Guide to Solar Power Solar Energy Industries Association (SEIA) 			
CE-2	5	Post online resources about solar installers and/or solar quote platforms for solar PV.	<input type="checkbox"/>
<p>More solar companies operating in your community means residents and businesses are faced with more choices as they consider who to select for their solar project. Providing relevant local information on active solar installers can help community members make the best choice given their circumstances.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a link to a webpage that contains information about local solar installers and/or solar quote platforms. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Denver, CO SolSmart Gold • Schaumburg, IL SolSmart Silver 			
<p>Templates:</p> <ul style="list-style-type: none"> • CE-1 SolSmart Solar Landing Page Template SolSmart 			
<p>Resources:</p> <ul style="list-style-type: none"> • Board Certified Professionals Directory North American Board Certified Energy Practitioners (NABCEP) • EnergySage EnergySage • Pickmysolar Pick My Solar • Solar Buyer’s Markets: Unlocking Lower Photovoltaic and Battery Prices on Online Quote Platforms National Renewable Energy Laboratory (NREL) 			
CE-3	5	Post online resources about residential and commercial solar PV financing options and incentives.	<input type="checkbox"/>
<p>Many different financing options are available for residential and commercial solar PV. Local governments can play an important role in providing access to information about available options.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a link to a webpage that contains information about financing options and incentives. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Walnut Creek, CA SolSmart Gold • Wood County, WI SolSmart Gold 			
<p>Templates:</p> <ul style="list-style-type: none"> • CE-1 SolSmart Solar Landing Page Template SolSmart 			
<p>Resources:</p>			

- [A Homeowner's Guide to Solar Financing: Leases, Loans and PPAs](#) | Clean Energy States Alliance (CESA)
- [Database of State Incentives for Renewables and Efficiency \(DSIRE\)](#) | North Carolina Clean Energy Technology Center (NCCETC)
- [Financing your solar panel system](#) | EnergySage
- [Homeowner's Guide to the Federal Tax Credit for Solar Photovoltaics \(View in Spanish\)](#) | U.S. Department of Energy (DOE)

CE-4	5	Post online resources about consumer protection and solar PV.	<input type="checkbox"/>
Solar energy can be a new and complex topic for community members. Local governments can provide online guides and resources to help community members have a clear understanding of solar PV, allowing them to make informed decisions.			
Recommended Verification:			
<ul style="list-style-type: none"> • Provide a link to a webpage containing consumer protection resources. 			
Community Examples:			
<ul style="list-style-type: none"> • Alexandria, VA SolSmart Gold • James City County, VA SolSmart Bronze 			
Templates:			
<ul style="list-style-type: none"> • CE-1 SolSmart Solar Landing Page Template SolSmart 			
Resources:			
<ul style="list-style-type: none"> • Consumer Solar Checklist Interstate Renewable Energy Council (IREC) • EnergySage EnergySage • Residential Issues and Existing Regulatory Framework SolSmart's Toolkit for Local Governments • Solar Customer Resource Portal Solar Energy Industries Association (SEIA) • Solar Owner's Manual (View in Spanish) Solar United Neighbors (SUN) 			

CE-5	5	Post an online summary of state policies related to a property owner's solar access and solar rights, including links to state-level policy.	<input type="checkbox"/>
Community members are often unaware that state policy could impact their property's solar rights. Solar rights and solar access are terms which describe the ability of property owners to utilize sunlight on their property. Each state has its own unique policy and enforcement regime.			
Recommended Verification:			
<ul style="list-style-type: none"> • Provide a link to a webpage with information about state policies relating to solar access and/or rights. 			
Community Examples:			
<ul style="list-style-type: none"> • Torrance, CA SolSmart Gold • Wilmette, IL SolSmart Silver 			
Templates:			
<ul style="list-style-type: none"> • CE-1 SolSmart Solar Landing Page Template SolSmart 			
Resources:			
<ul style="list-style-type: none"> • A Comprehensive Review of Solar Access Law in the United States Solar America Board for Codes and Standards (Solar ABCs) • Database of State Incentives for Renewables and Efficiency (DSIRE) North Carolina Clean Energy Technology Center (NCCETC) 			

CE-6	5	Post an online summary of state policies related to Homeowner Associations (HOAs) ability to regulate and/or restrict solar PV, including links to state-level policy.	<input type="checkbox"/>
Homeowner Associations often aim to impose restrictive measures on solar PV systems. Community members should be aware of state policy that defines what HOAs are allowed and not allowed to do in terms of regulating solar PV systems.			
Recommended Verification:			
<ul style="list-style-type: none"> • Provide a link to a webpage with information about state policies relating to Homeowner Associations and solar PV. 			
Community Examples:			
<ul style="list-style-type: none"> • Hallandale Beach, FL SolSmart Silver 			

- [Torrance, CA](#) | SolSmart Gold

Templates:

- [CE-1 SolSmart Solar Landing Page Template](#) | SolSmart

Resources:

- [A Beautiful Day in the Neighborhood: Encouraging Solar Development through Community Association Policies and Processes](#) | The Solar Foundation (now the Interstate Renewable Energy Council)

CE-7	5	Post an online dashboard or summary of the solar PV metrics for your community.	<input type="checkbox"/>
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Key solar metrics such as the number of installations and total installed capacity can help communicate progress towards local and state renewable energy goals. Other related metrics could include the percentage of municipal energy provided by solar energy, installed capacity per capita and progress towards greenhouse gas emissions targets.

Recommended Verification:

- Provide a link to a webpage displaying solar PV metrics.

Community Examples:

- [Boulder, CO](#) | SolSmart Gold
- [Westminster, CO](#) | SolSmart Gold

Templates:

- [CE-1 SolSmart Solar Landing Page Template](#) | SolSmart

CE-8	5	Post an online solar map for your community.	<input type="checkbox"/>
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Solar maps can provide community members with an estimate of the solar potential of their rooftop. Solar maps can also show the location of solar installations within a community.

Recommended Verification:

- Provide a link to the solar map for your community.

Community Examples:

- [Los Angeles County, CA](#) | Not Designated
- [Westminster, CO](#) | SolSmart Gold

Templates:

- [CE-1 SolSmart Solar Landing Page Template](#) | SolSmart

Resources:

- [Data Explorer](#) | Google
- [Go Solar Ready](#) | Ohio-Kentucky-Indiana Regional Council of Governments
- [NY Solar Map](#) | Sustainable CUNY Smart Distributed Generation Hub
- [Project Sunroof](#) | Google

CE-9	5	Support a solar informational session and/or solar tour explaining solar PV opportunities and policies. Session/Tour must have occurred within the last 5 years.	<input type="checkbox"/>
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An engaged and informed community can encourage solar market growth and increase the likelihood that local homes and businesses will pursue solar installations. Solar informational sessions and solar tours are ways to educate community members about the solar energy and the processes involved with an installation.

Recommended Verification:

- Provide a link(s) to details about the solar informational session or tour such as an agenda, date, time, and location.

Community Examples:

- [Lower Merion, PA](#) | SolSmart Bronze
- [Sarasota County, FL](#) | SolSmart Silver

Resources:

- [Solar Tour Resources](#) | National Solar Tour

CE-10	5	Distribute solar job training and career opportunities in coordination with local colleges and/or workforce development organizations.	<input type="checkbox"/>
Solar jobs have grown 12 times faster than the U.S. economy since 2014. As local solar markets grow, local governments can promote solar job opportunities with community colleges and workforce development organizations to ensure a well-trained, local workforce.			
Recommended Verification:			
<ul style="list-style-type: none"> Provide posted job descriptions, screenshots from employment websites, evidence of classified ads or advertisement of job trainings. 			
Community Examples:			
<ul style="list-style-type: none"> Fitchburg, WI SolSmart Bronze Washington, DC SolSmart Gold 			
Templates:			
<ul style="list-style-type: none"> CE-1 SolSmart Solar Landing Page Template SolSmart 			
Resources:			
<ul style="list-style-type: none"> Solar Ready Vets Interstate Renewable Energy Council (IREC) Solar Workforce Development Pilot St. Louis, MO Workforce Development Grid Alternatives 			
CE-11	5	Demonstrate local government support for local solar projects through speeches, press releases, opinion articles, etc.	<input type="checkbox"/>
Local governments can encourage solar market growth by highlighting solar energy goals, initiatives, and success stories through various communications strategies.			
Recommended Verification:			
<ul style="list-style-type: none"> Provide a link to a document demonstrating encouragement of solar PV projects. 			
Community Examples:			
<ul style="list-style-type: none"> Fayetteville, AR SolSmart Gold Louisville, KY SolSmart Gold 			
Resources:			
<ul style="list-style-type: none"> Stakeholder Engagement SolSmart's Toolkit for Local Governments 			
CE-12	10	Discuss solar PV goals and/or strategies for increasing solar PV development within an appropriate committee, commission, taskforce, and/or working group. (e.g. solar is a recurring agenda item during monthly sustainability commission meetings).	<input type="checkbox"/>
An Environmental Advisory Council, Sustainability Committees, or Climate Action Taskforce is a great way to keep residents and key stakeholders actively engaged in community energy policy and development. These groups can assist in the development of solar energy goals and strategies, lead community-based solar initiatives, and provide communication and outreach support to inform community members about solar initiatives and plans.			
Recommended Verification:			
<ul style="list-style-type: none"> Provide meeting minutes (including a list of follow-up action items), meeting agenda, or materials prepared for the meeting (e.g., handouts and slides) from within the past year and provide documentation of the regularly scheduled frequency of these meetings. 			
Community Examples:			
<ul style="list-style-type: none"> Branford, CT SolSmart Bronze Fairfield, CT SolSmart Gold 			
Templates:			
<ul style="list-style-type: none"> CE-1 SolSmart Solar Landing Page Template SolSmart 			
Resources:			
<ul style="list-style-type: none"> Stakeholder Engagement SolSmart's Toolkit for Local Governments Solar and Resiliency: Integrative Financing Strategies for SolSmart Communities SolSmart Issue Brief 			

Market Development

MD-1	20	Demonstrate activity in state regulatory and/or legislative proceedings regarding solar PV.	<input type="checkbox"/>
Local governments can provide an important voice into the development of state-level solar energy policy, strategies, and incentives. Government staff can track policy developments actively and develop appropriate strategies to interact with state regulators and legislators.			
Recommended Verification: <ul style="list-style-type: none"> Provide a link to public comments on solar energy or related energy proceedings, op-eds in local newspapers, or agenda, minutes, and/or recordings of meetings attended by representatives of the local government. 			
Community Examples: <ul style="list-style-type: none"> Ann Arbor, MI SolSmart Silver Santa Fe, NM (Resolution 2018-71) SolSmart Bronze 			
Resources: <ul style="list-style-type: none"> Engagement Guidance American Cities Climate Challenge Renewables Accelerator Engagement Tracker American Cities Climate Challenge Renewables Accelerator The Federal and State Context: Policies Affecting Solar Energy Development SolSmart's Toolkit for Local Governments 			
MD-2	20	Support a community-wide group purchase program (e.g. Solarize). Program must have occurred within the last 5 years.	<input type="checkbox"/>
Local governments can support or host community group purchase programs for solar energy. Bulk purchasing can reduce the costs of solar installations for community members. These limited time-offers have had consistent success in providing discounts of up to 20% of installed costs for residential systems.			
Recommended Verification: <ul style="list-style-type: none"> Provide a link to a website where the Solarize campaign has been publicly announced. Provide details about the status of an ongoing solarize campaign or final metrics of a completed solarize campaign. 			
Community Examples: <ul style="list-style-type: none"> La Crosse County, WI SolSmart Bronze Montgomery County, MD SolSmart Gold 			
Templates: <ul style="list-style-type: none"> Solarize Your Community New York State Energy and Research Development Authority (NYSERDA) 			
Resources: <ul style="list-style-type: none"> How to Development a Solarize Campaign SolSmart Webinar Market Development and Finance SolSmart's Toolkit for Local Governments Solarize Mass Massachusetts Clean Energy Center 			
MD-3	10	Encourage low-to-moderate income (LMI) participation in community-wide group purchase program through program design and/or financing support options.	<input type="checkbox"/>
Local governments can support or host community group purchase programs for solar energy. Group purchase programs can incorporate incentives for income-qualified participants to promote equitable participation.			
Recommended Verification: <ul style="list-style-type: none"> Provide details that explains the forms of financing support or program design elements that support LMI residents in solar PV group purchase program. 			
Community Examples: <ul style="list-style-type: none"> Durham, NC SolSmart Gold Philadelphia, PA SolSmart Gold 			
Templates: <ul style="list-style-type: none"> Solarize Your Community New York State Energy and Research Development Authority (NYSERDA) 			
Resources:			

- [How to Development a Solarize Campaign](#) | SolSmart Webinar
- [Market Development and Finance](#) | SolSmart's Toolkit for Local Governments
- [Solarize Mass](#) | Massachusetts Clean Energy Center

MD-4	20	Support a community solar program.	<input type="checkbox"/>
<p>Community solar offers residents and businesses an opportunity to own or lease a portion of a solar project in exchange for economic benefits proportional to their share. These economic benefits are commonly delivered in the form of electricity bill credits. For renters, and homes or business that are not suitable sites for solar, community solar programs allow consumers to access solar without installing panels on their homes or business. Community solar can be provided by utilities, a third party, or a non-profit.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a link to information about the community solar program, including any outreach materials and details about program design. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Austin, TX SolSmart Gold • Fort Collins, CO SolSmart Gold 			
<p>Resources:</p> <ul style="list-style-type: none"> • A Guide to Community Share Solar: Utility, Private, and Nonprofit Project Development National Renewable Energy Laboratory (NREL) • Community Solar SolSmart's Toolkit for Local Governments • Expanding Solar Participation through Community Solar SolSmart Issue Brief • Expanding Solar Participation through Community Solar SolSmart Webinar • Procurement Guidance American Cities Climate Challenge Renewables Accelerator • Urban Community Solar Resources Sustainable CUNY Smart Distributed Generation Hub 			

MD-5	10	Encourage low-to-moderate income (LMI) participation in a community solar program through program design and/or financing support options.	<input type="checkbox"/>
<p>Community solar provides opportunities to open access to solar to low-to-moderate income households. To fully achieve this potential, a community program should design programs and financing to support low to moderate income participation, including savings from day one. It is also important to ensure that appropriate and trusted messengers are used and that offerings are designed to be flexible without long-term commitments.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide details that explains the forms of financing support or program design elements that support LMI residents in a community solar program. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Denver, CO SolSmart Gold • Washington, DC SolSmart Gold 			
<p>Resources:</p> <ul style="list-style-type: none"> • A Guide to Community Share Solar: Utility, Private, and Nonprofit Project Development National Renewable Energy Laboratory (NREL) • Community Solar SolSmart's Toolkit for Local Governments • Design and Implementation of Community Solar Programs for Low- and Moderate-Income Customers National Renewable Energy Laboratory (NREL) • Procurement Guidance American Cities Climate Challenge Renewables Accelerator 			

MD-6	20	Provide residents with Community Choice Aggregation/Energy that includes solar PV as a power generation source.	<input type="checkbox"/>
<p>Local governments can increase access to solar energy for their operations and their residents through community choice aggregation. Community Choice Aggregation allows local governments to aggregate energy demand within their jurisdiction and procure power from an energy supplier while the local utility provides transmission and distribution services. Many local governments utilize community choice to procure more renewable energy, including solar, than would be available from their local electric utility. States must have enabling legislation for local governments to provide community choice aggregation.</p>			
<p>Recommended Verification:</p>			

- Provide a link to details about a Community Choice program (with solar PV as a power generation source) that is available for residents.

Community Examples:

- [San Jose, CA](#) | SolSmart Gold
- [Somerville, MA](#) | SolSmart Gold

Templates:

- [Community Choice Aggregation Toolkit](#) | New York State Energy and Research Development Authority (NYSERDA)
- [Starting a New CCA](#) | California Community Choice Association (CalCCA)

Resources:

- [Community Choice Aggregation](#) | SolSmart Issue Brief
- [Community Choice Aggregation: Challenges, Opportunities, and Impacts on Renewable Energy Markets](#) | National Renewable Energy Laboratory (NREL)
- [Using Community Choice Aggregation to Achieve Clean Energy Goals](#) | SolSmart Webinar

MD-7	10	Provide a PACE financing program that includes solar PV as an eligible technology.	<input type="checkbox"/>
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Property Assessed Clean Energy (PACE) financing is an on-bill financing mechanism which enables repayment of long-term, low-interest loans on property tax bills. PACE can be used to finance renewable energy and energy efficiency projects on residential and/or commercial properties, depending on the PACE financing program design. In order for residents and business to access PACE financing, it must be enabled at the state and local level.

Recommended Verification:

- Provide a link to the local ordinance creating a PACE program.
- Provide a link to the PACE program webpage.

Community Examples:

- [Deerfield Beach, FL](#) | SolSmart Silver
- [Grand Rapids, MI](#) | SolSmart Silver

Resources:

- [Market Development and Finance](#) | SolSmart's Toolkit for Local Governments
- [Resources](#) | PACENation

MD-8	20	Provide local incentives or locally-enabled finance (e.g. a revolving loan fund) for solar PV.	<input type="checkbox"/>
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In addition to state and federal incentives, local governments can also encourage solar development within their jurisdictions by providing tax exemptions, rebates, or other financial incentives. Some jurisdictions have enabled community finance through revolving loan funds or credit enhancement facilities for renewable energy projects. These actions can help lower the cost of solar for residents.

Recommended Verification:

- Provide a link to an ordinance creating local incentives or financing options.
- Provide a link to an application or form that are required for a solar PV system to be eligible for incentives or financing.

Community Examples:

- [Loudoun County, VA](#) | SolSmart Silver
- [St. Louis Park, MN](#) | SolSmart Silver

Resources:

- [Market Development and Finance](#) | SolSmart's Toolkit for Local Governments

MD-9	5	Provide local incentives for solar PV to low-to-moderate income (LMI) households, Disadvantaged Business Enterprises (DBEs), and/or non-profit organizations that provide community services.	<input type="checkbox"/>
<p>Local governments can support solar installations by LMI households, DBEs, and non-profit organizations by providing incentives such as low-interest loans, grants, on-bill financing and a variety of tax incentives and rebates. Local governments can expand solar programs to disadvantaged residents by implementing any number of these programs.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a link to an ordinance creating local incentives or financing options. • Provide a link to an application or form that are required for a solar PV system to be eligible for incentives or financing. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Boulder, CO SolSmart Gold • Portland, OR Not Designated 			
<p>Resources:</p> <ul style="list-style-type: none"> • Market Development and Finance SolSmart's Toolkit for Local Governments • Projects & Programs in Low-to-Moderate Income Communities SolSmart Webinar • Resources to Support Initiatives for Low-to-Moderate Income Communities SolSmart Webinar • Unlocking Solar for Low- and Moderate-Income Residents: A Matrix of Financing Options by Resident, Provider, and Housing Type National Renewable Energy Laboratory (NREL) 			
MD-10	20	Partner with financial institutions and/or foundations to offer loans, rebates, grants, or other incentives for solar PV projects. (Financial institutions could include entities such as a local or regional bank, CDFI, or credit union).	<input type="checkbox"/>
<p>Loans, rebates, or grants can improve the financial prospects of a solar project, allowing more community members to install solar. Local governments can work with local financial institutions to offer and/or promote financing options for solar projects.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide link to financing options for solar energy. • Provide a memo detailing how the local government partnered with the financial institution to offer a financial incentive for solar energy. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Lafayette, CO SolSmart Gold • Milwaukee, WI SolSmart Gold 			
<p>Resources:</p> <ul style="list-style-type: none"> • Market Development and Finance SolSmart's Toolkit for Local Governments 			

Innovative Action

IA-1	Varies	<p>The actions identified in the categories above represent many of the most common and impactful efforts communities are taking to make going solar easier and more affordable for residents and businesses. However, we know that communities across the country are developing innovative ways to promote and deploy solar energy. If your community has taken action that was not captured in any of the credits above, please share it with us.</p>	□
<p>Innovative actions will be reviewed by a team of solar experts and each action may be worth up to 20 points.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a memo describing the innovative action and include any supporting documentation or links that provide additional details. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Grayslake, IL SolSmart Bronze <ul style="list-style-type: none"> ○ The Grayslake Sustainable Business Initiative recognizes local businesses that are choosing to be more sustainable. Solar energy is emphasized by awarding a business automatic gold designation if they have installed a solar energy system. • Montgomery County, MD SolSmart Gold <ul style="list-style-type: none"> ○ Montgomery County's 4th Solar Co-op offered EV charging as an option through the solar co-op. This helps promote EV charging and can reduce costs through group purchasing. 			

Acknowledgment

This material is based upon work supported by the U.S. Department of Energy's Office of Energy Efficiency and Renewable Energy (EERE) under the Solar Energy Technologies Office Award Numbers DE-EE0007154 & DE-EE007155.

Full Legal Disclaimer

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TO: Public Works Committee
 FROM: Dan Smith, Water Resources and Sustainability Director
 DATE: January 5, 2023
 SUBJECT: Grant Agreement with the Department of Ecology for SMAP Stormwater Basin Planning

1) Recommended Action:

Staff requests Public Works Committee recommend the City Council approve and authorize the Mayor to sign the Grant Agreement with the Department of Ecology for SMAP Stormwater Basin Planning.

2) Background:

The City of Tumwater received a Washington State Department of Ecology grant to complete three Stormwater Management Action Plans (SMAPs) for the three highest priority subbasins within the City. SMAPs are watershed-based approaches to stormwater management, which allow staff to collect data about each subbasin and specifically tailor management actions to help improve water quality based on several factors including land use, pollutants of concern, and habitat health. The City’s current National Pollutant Discharge Elimination System permit requires the City to complete one SMAP by March 31, 2023. These SMAPs will identify opportunities for stormwater retrofits, land management strategies, outreach priorities, and other customized stormwater management actions.

3) Policy Support:

Be a Leader in Environmental Sustainability:

- Reduce ground and surface water impacts associated with street and freeway runoff and urban activity
 - Enhance salmon runs
-

4) Alternatives:

- Request changes to the proposed grant agreement
-

5) Fiscal Notes:

Tumwater received a \$149,524.00 grant from the Department of Ecology to complete this project. The Storm Drain Fund is providing the required \$49,841.33 match for a total project cost of \$199,365.33.

6) Attachments:

- A. Grant Agreement with the Department of Ecology for SMAP Stormwater Basin Planning



Agreement No. WQC-2023-Tumwat-00049

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF TUMWATER

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

GENERAL INFORMATION

Project Title:	City of Tumwater SMAP Basin Planning
Total Cost:	\$199,365.33
Total Eligible Cost:	\$199,365.33
Ecology Share:	\$149,524.00
Recipient Share:	\$49,841.33
The Effective Date of this Agreement is:	07/01/2022
The Expiration Date of this Agreement is no later than:	01/31/2025
Project Type:	Stormwater Facility

Project Short Description:

This project will improve water quality by addressing hydrologic impacts within the City of Tumwater through the development of Stormwater Management Action Plans (SMAP) for three subbasins identified by an assessment of their receiving waters and prioritization process. These SMAPs will identify opportunities for stormwater retrofits, land management strategies, and customized stormwater management actions.

Project Long Description:

The RECIPIENT will develop three Stormwater Management Action Plans (SMAP) for the three highest priority subbasins (Trosper Lake Subbasin, West Mottman Subbasin, and Fish Pond Creek Subbasin) that were identified during an assessment of their receiving waters and a prioritization of the receiving water basins. The SMAPs will identify and describe specific stormwater management actions to protect water quality in high priority receiving water basins. Receiving waters are those waterbodies that receive stormwater runoff from the City of Tumwater municipal stormwater

Agreement No: WQC-2023-Tumwat-00049
Project Title: City of Tumwater SMAP Basin Planning
Recipient Name: City of Tumwater

system.

The RECIPIENT will follow Ecology’s Stormwater Management Action Planning (SMAP) Guidance for Phase 1 and Western Washington Phase II Municipal Stormwater Permits (Ecology, 2019; Publication 19-10-010). Using the SMAP process, the RECIPIENT will emphasize protection of designated uses and improvements to receiving water quality and habitat under both existing and anticipated future development conditions. The SMAPs will include, but are not limited to, stormwater facility retrofits, land management/development strategies, and implementation of stormwater management actions related to the City of Tumwater municipal stormwater permit. The SMAPs will also include a proposed implementation schedule, budget sources, and a process to adaptively manage the plan.

The City of Tumwater is authorized to discharge to waters of the state by the Department of Ecology’s Western Washington Phase II Municipal Stormwater Permit. The current permit was issued on July 1, 2019 and will expire July 31, 2024. The current Phase II permit has requirements for each jurisdiction to complete a thorough SMAP process prior to April 2023. Although the permit only calls for one completed SMAP, the completion of multiple SMAPs for several high priority subbasins within a similar time frame will help quantify actions needed to preserve and improve water quality in the region. Multiple SMAPs completed within approximately two years of each other will allow the RECIPIENT to plan and budget for upcoming improvements to their stormwater programs, which will help to ensure that the RECIPIENT can enhance water quality and habitat while planning for anticipated changes in the watershed.

Overall Goal:

This project will help protect and restore water quality in Washington state by reducing stormwater impacts from existing infrastructure and development.

Agreement No: WQC-2023-Tumwat-00049
Project Title: City of Tumwater SMAP Basin Planning
Recipient Name: City of Tumwater

RECIPIENT INFORMATION

Organization Name: City of Tumwater

Federal Tax ID: 91-6001520
UEI Number: LLLDHHS4E5G1

Mailing Address: 555 Israel Road SW
Tumwater, WA 98501

Physical Address: 555 Israel Road SW
Tumwater, Washington 98501

Contacts

Agreement No: WQC-2023-Tumwat-00049
 Project Title: City of Tumwater SMAP Basin Planning
 Recipient Name: City of Tumwater

<p>Project Manager</p>	<p>Dave Kangiser Water Resources Specialist</p> <p>555 Israel Road SW Tumwater, Washington 98501 Email: dkangiser@ci.tumwater.wa.us Phone: (360) 754-4140</p>
<p>Billing Contact</p>	<p>Christina Choate Accountant</p> <p>555 Israel Road SW Tumwater, Washington 98501 Email: cchoate@ci.tumwater.wa.us Phone: (360) 754-4180</p>
<p>Authorized Signatory</p>	<p>Dan Smith Director</p> <p>555 Israel Road SW Tumwater, Washington 98501 Email: desmith@ci.tumwater.wa.us Phone: (360) 754-4140</p>

Agreement No: WQC-2023-Tumwat-00049
 Project Title: City of Tumwater SMAP Basin Planning
 Recipient Name: City of Tumwater

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	Charlie Hohlbein PO Box 47775 Olympia, Washington 98504-7775 Email: CHOH461@ecy.wa.gov Phone: (360) 485-2474
Financial Manager	Melissa Conger PO Box 47600 Olympia, Washington 98504-7600 Email: MECO461@ecy.wa.gov Phone: (360) 706-4204
Technical Advisor	Doug Howie Senior Stormwater Engineer PO Box 47600 Olympia, Washington 98504-7600 Email: doho461@ecy.wa.gov Phone: (360) 870-0983

Agreement No: WQC-2023-Tumwat-00049
 Project Title: City of Tumwater SMAP Basin Planning
 Recipient Name: City of Tumwater

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

City of Tumwater

By: _____

By: _____

Vincent McGowan, P.E. Date
 Water Quality
 Program Manager

Dan Smith Date
 Director

Template Approved to Form by
 Attorney General's Office

Agreement No: WQC-2023-Tumwat-00049
Project Title: City of Tumwater SMAP Basin Planning
Recipient Name: City of Tumwater

Debbie Sullivan

Mayor

Date

Agreement No: WQC-2023-Tumwat-00049
 Project Title: City of Tumwater SMAP Basin Planning
 Recipient Name: City of Tumwater

SCOPE OF WORK

Task Number: 1 **Task Cost: \$4,442.83**

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; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout 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.

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)	

Agreement No: WQC-2023-Tumwat-00049
 Project Title: City of Tumwater SMAP Basin Planning
 Recipient Name: City of Tumwater

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$918.05

Task Title: Online GIS Interface

Task Description:

A. The RECIPIENT will provide an online GIS interface with all of the jurisdiction's delineated basins identified through the Receiving Waters Assessment. This map will include data layers relevant to the basin prioritization process, as well as the latest GIS data of the municipal separate storm sewer system (MS4).

B. The RECIPIENT will provide an additional layer of the proposed treatment and flow control facilities from the draft list of SMA's for each prioritized subbasin. For each treatment and flow control facility, the online GIS interface will include feature layers for each facility's catchment and each facility's footprint. Facility footprint attributes will include type of facility and types of pollutants removed. Facility type should be supported by feasibility features such as utility conflicts, soil suitability for infiltration and treatment, and depth to groundwater. Proposed facility catchments table will include Percent and slope of-forested, pasture, lawn, roads, roof, driveways, sidewalks, parking, and porous pavement data if available. Notify ECOLOGY Project Manager when the draft SMA layer has been published.

Task Goal Statement:

Prepare an online GIS interface that complements the written SMAP.

Task Expected Outcome:

Develop an online GIS interface to assist in SMAP development and public outreach.

Online GIS Interface

Deliverables

Number	Description	Due Date
2.1	Present data layers as an online GIS interface. Include layers that identify receiving waters and the associated drainage basins, critical areas, environmental justice indicators, and cultural resource risk. Notify ECOLOGY Project Manager when the online GIS interface is published.	
2.2	Publish data layer of proposed facility SMAs for each subbasin using the online GIS interface.	

Agreement No: WQC-2023-Tumwat-00049
Project Title: City of Tumwater SMAP Basin Planning
Recipient Name: City of Tumwater

SCOPE OF WORK

Task Number: 3 **Task Cost:** \$194,004.45

Task Title: Stormwater Management Action Plans

Task Description:

A. Within the prioritized subbasins area(s), the RECIPIENT will describe potential Stormwater Management Actions (SMAs) consisting of structural and non-structural (operational) best management practices (BMPs). This may include non-structural BMPs, land/development management policies and actions, and targeted stormwater management program (SWMP) actions to support improved receiving water quality. Structural SMAs could be proposed as new treatment or flow control facilities, retrofit of existing treatment or flow control facilities, or opportunities to provide additional treatment or flow control service with planned public construction projects.

B. The RECIPIENT will conduct public outreach to inform the community and solicit feedback regarding the SMAs. At least one opportunity for each subbasin will be provided for stakeholders (including local tribes and general public) to review and comment on the proposed SMAs. Stakeholder feedback will be documented and taken into consideration when developing the SMAP.

C. The RECIPIENT will prepare a minimum of three draft SMAPs, that include a proposed implementation schedule, short and long term goals, conceptual budget, potential funding sources, and adaptive management for each prioritized subbasin.

D. The RECIPIENT will prepare a final SMAP for each of the three subbasins that considers and incorporates ECOLOGY feedback as appropriate.

E. The RECIPIENT will submit an Outcomes Summary using the ECOLOGY template.

Task Goal Statement:

Prepare Stormwater Management Action Plans.

Task Expected Outcome:

Development of stormwater and land management strategies that act as water quality management tools intended to conserve, protect, or restore water quality in the selected Receiving Waters.

Agreement No: WQC-2023-Tumwat-00049
 Project Title: City of Tumwater SMAP Basin Planning
 Recipient Name: City of Tumwater

Stormwater Management Action Plans

Deliverables

Number	Description	Due Date
3.1	Draft list of structural and non-structural SMAs. Notify Ecology when public outreach has been initiated and the list of SMAs for each subbasin and online GIS interface are published.	
3.2	Collect and document stakeholder feedback for each subbasin, and document responsiveness to comments. Upload documentation of effort to EAGL and notify ECOLOGY when upload is complete.	
3.3	Draft SMAP for each prioritized subbasin, including supporting narrative, proposed schedule, conceptual budget, potential funding sources, and adaptive management. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.4	Response to ECOLOGY SMAP comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.5	Final written SMAPs, including list of SMAs for targeted areas. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.6	Outcomes Summary. Upload to EAGL and notify ECOLOGY when upload is complete.	

Agreement No: WQC-2023-Tumwat-00049
Project Title: City of Tumwater SMAP Basin Planning
Recipient Name: City of Tumwater

SCOPE OF WORK

Task Number: 4 **Task Cost: \$0.00**

Task Title: Cultural and Environmental Review, and Permitting

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will submit the documents listed below to initiate ECOLOGY's cultural resources review. Property acquisition and above and below ground activities proposed at any project site must be reviewed by ECOLOGY for potential affects to cultural resources.

The RECIPIENT must receive written notice from ECOLOGY prior to proceeding with work. Examples of work may include (but are not limited to) geotechnical work, acquisition, site prep work, and BMP installations. Work done prior to written notice to proceed shall not be eligible for reimbursement.

To initiate cultural resources review:

1. The RECIPIENT will submit the Cultural Resources Review Form to ECOLOGY, using the ECOLOGY template. Any supporting materials must conform to the Department of Archeology and Historic Preservation's (DAHP) Washington State Standards for Cultural Resource Reporting. The Cultural Resources Review Form template may be found on the ECOLOGY website.

2. The RECIPIENT will submit an Inadvertent Discovery Plan (IDP) to ECOLOGY, using the ECOLOGY template. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. The IDP template may be found on the ECOLOGY website.

B. The RECIPIENT will submit the State Environmental Policy Act (SEPA) checklist for ECOLOGY project manager review and notify the ECOLOGY project manager when the official comment period begins. The RECIPIENT will also upload the final SEPA determination.

C. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal, and federal permits, licenses, easements, or property rights necessary for the project.

Task Goal Statement:

The RECIPIENT will complete all cultural and environmental reviews and permitting tasks in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by the cultural resource protection requirements, State Environmental Policy Act, and all other applicable federal, state, and local laws, and regulations.

Agreement No: WQC-2023-Tumwat-00049
 Project Title: City of Tumwater SMAP Basin Planning
 Recipient Name: City of Tumwater

Cultural and Environmental Review, and Permitting

Deliverables

Number	Description	Due Date
4.1	ECOLOGY Cultural Resources Review Form. Email the form and any supplemental cultural resources documentation directly to the ECOLOGY Project Manager. DO NOT upload the cultural resources form or documentation to EAGL.	
4.2	Inadvertent Discovery Plan (IDP). Email the form directly to the ECOLOGY Project Manager for review. Upload to EAGL once review is complete.	
4.3	SEPA Checklist. Upload the checklist, or other documentation for projects considered exempt from SEPA review, to EAGL and notify ECOLOGY when official comment period begins.	
4.4	Final SEPA Determination. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.5	List of permits acquired. Upload to EAGL and notify ECOLOGY when upload is complete.	

Agreement No: WQC-2023-Tumwat-00049
 Project Title: City of Tumwater SMAP Basin Planning
 Recipient Name: City of Tumwater

BUDGET

Funding Distribution EG230024

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: SFAP Funding Type: Grant
 Funding Effective Date: 07/01/2022 Funding Expiration Date: 01/31/2025

Funding Source:

Title: SFAP - SFY23
 Fund: FD
 Type: State
 Funding Source %: 100%
 Description: Model Toxics Control Capital Account(MTCCA) Stormwater

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%
 Recipient Match %: 25%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Grant and Loan Administration	\$ 4,442.83
Online GIS Interface	\$ 918.05
Stormwater Management Action Plans	\$ 194,004.45
Cultural and Environmental Review, and Permitting	\$ 0.00

Total: \$ 199,365.33

Agreement No: WQC-2023-Tumwat-00049
 Project Title: City of Tumwater SMAP Basin Planning
 Recipient Name: City of Tumwater

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	25.00 %	\$ 49,841.33	\$ 149,524.00	\$ 199,365.33
Total		\$ 49,841.33	\$ 149,524.00	\$ 199,365.33

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.

Agreement No: WQC-2023-Tumwat-00049
Project Title: City of Tumwater SMAP Basin Planning
Recipient Name: City of Tumwater

“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.

“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 Defeasement 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 that correlate to the State Fiscal Year in which the project is funded.

Agreement No: WQC-2023-Tumwat-00049
Project Title: City of Tumwater SMAP Basin Planning
Recipient Name: City of Tumwater

“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.

“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.

Agreement No: WQC-2023-Tumwat-00049
Project Title: City of Tumwater SMAP Basin Planning
Recipient Name: City of Tumwater

“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:

Agreement No: WQC-2023-Tumwat-00049
Project Title: City of Tumwater SMAP Basin Planning
Recipient Name: City of Tumwater

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 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.

Agreement No: WQC-2023-Tumwat-00049
Project Title: City of Tumwater SMAP Basin Planning
Recipient Name: City of Tumwater

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 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

Agreement No: WQC-2023-Tumwat-00049
 Project Title: City of Tumwater SMAP Basin Planning
 Recipient Name: City of Tumwater

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 at any time. 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 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. (This form is used for Section 319 funds only)
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 No: WQC-2023-Tumwat-00049
Project Title: City of Tumwater SMAP Basin Planning
Recipient Name: City of Tumwater

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. (Applies to both the Section 319 funded projects and the Centennial match projects)

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: (Applies to Section 319 funded projects only)

“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. (For Section 319 funded projects only)

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

Agreement No: WQC-2023-Tumwat-00049
Project Title: City of Tumwater SMAP Basin Planning
Recipient Name: City of Tumwater

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://facweb.census.gov/>.

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. Unique Entity Identifier (UEI) and Central Contractor Registration (CCR) Requirements: RECIPIENTS shall have a UEI 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.

Agreement No: WQC-2023-Tumwat-00049
Project Title: City of Tumwater SMAP Basin Planning
Recipient Name: City of Tumwater

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 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 No: WQC-2023-Tumwat-00049
Project Title: City of Tumwater SMAP Basin Planning
Recipient Name: City of Tumwater

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 (Required for SRF Equivalency projects only)
5. CWSRF Federal Reporting Information form available in EAGL
6. Fiscal Sustainability Plan (Asset Management) Certification Form in EAGL (Only required if the project includes construction of a wastewater or stormwater facility construction)
7. Cost and Effectiveness Analysis Certification Form in EAGL (Required for all projects receiving SRF Loan funding)
8. State Environmental Review Process (SERP) Documentation (Required for facility projects only)

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 which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

Agreement No: WQC-2023-Tumwat-00049
Project Title: City of Tumwater SMAP Basin Planning
Recipient Name: City of Tumwater

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT’S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT’s authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: (For designated equivalency projects only)

1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf).

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at: <https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT’S knowledge, threatened, seeking to restrain, or enjoin:

(i) the execution of this agreement; or

(ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of

Agreement No: WQC-2023-Tumwat-00049
Project Title: City of Tumwater SMAP Basin Planning
Recipient Name: City of Tumwater

ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or

(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or

(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt 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.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute

Agreement No: WQC-2023-Tumwat-00049
Project Title: City of Tumwater SMAP Basin Planning
Recipient Name: City of Tumwater

a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology
Cashiering Unit
P.O. Box 47611
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this

Agreement No: WQC-2023-Tumwat-00049
Project Title: City of Tumwater SMAP Basin Planning
Recipient Name: City of Tumwater

agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the

Agreement No: WQC-2023-Tumwat-00049
Project Title: City of Tumwater SMAP Basin Planning
Recipient Name: City of Tumwater

RECIPIENT” to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the “General Comments” text box of each progress report.

“We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33”

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Agreement No: WQC-2023-Tumwat-00049
Project Title: City of Tumwater SMAP Basin Planning
Recipient Name: City of Tumwater

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the ECOLOGY.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient

Agreement No: WQC-2023-Tumwat-00049
Project Title: City of Tumwater SMAP Basin Planning
Recipient Name: City of Tumwater

ECOLOGY or RECIPIENT funds.

2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.

3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.

4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance,

Agreement No: WQC-2023-Tumwat-00049
Project Title: City of Tumwater SMAP Basin Planning
Recipient Name: City of Tumwater

ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set

Agreement No: WQC-2023-Tumwat-00049
 Project Title: City of Tumwater SMAP Basin Planning
 Recipient Name: City of Tumwater

out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.

4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsr.gov <http://www.fsr.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;

Agreement No: WQC-2023-Tumwat-00049
Project Title: City of Tumwater SMAP Basin Planning
Recipient Name: City of Tumwater

2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](#) <https://sam.gov/SAM/> exclusion list.

Agreement No: WQC-2023-Tumwat-00049
Project Title: City of Tumwater SMAP Basin Planning
Recipient Name: City of Tumwater

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

06/24/2021 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

Agreement No: WQC-2023-Tumwat-00049
Project Title: City of Tumwater SMAP Basin Planning
Recipient Name: City of Tumwater

- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment 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, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

Agreement No: WQC-2023-Tumwat-00049
Project Title: City of Tumwater SMAP Basin Planning
Recipient Name: City of Tumwater

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

Agreement No: WQC-2023-Tumwat-00049
Project Title: City of Tumwater SMAP Basin Planning
Recipient Name: City of Tumwater

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

Agreement No: WQC-2023-Tumwat-00049
Project Title: City of Tumwater SMAP Basin Planning
Recipient Name: City of Tumwater

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

Agreement No: WQC-2023-Tumwat-00049
Project Title: City of Tumwater SMAP Basin Planning
Recipient Name: City of Tumwater

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

Agreement No: WQC-2023-Tumwat-00049
Project Title: City of Tumwater SMAP Basin Planning
Recipient Name: City of Tumwater

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced.

Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

Agreement No: WQC-2023-Tumwat-00049
Project Title: City of Tumwater SMAP Basin Planning
Recipient Name: City of Tumwater

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or in part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

Agreement No: WQC-2023-Tumwat-00049
Project Title: City of Tumwater SMAP Basin Planning
Recipient Name: City of Tumwater

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

TO: Public Works Committee
 FROM: Chuck Denney, Parks & Recreation Director
 DATE: January 5, 2023
 SUBJECT: Grant Agreement with the Department of Ecology for the Golf Course Parking Lot Stormwater Retrofit Design

1) Recommended Action:

Staff requests Public Works Committee recommend the City Council approve and authorize the Mayor to sign the Grant Agreement with the Department of Ecology for the Golf Course Parking Lot Stormwater Retrofit Design.

2) Background:

The City of Tumwater received a grant from the Department of Ecology to design and construct a system to treat stormwater runoff from the Tumwater Valley Golf Course parking lot. Currently, rain water that runs off the parking lot goes directly into the Deschutes River untreated. New studies have shown that chemicals found in tire dust create toxic water for coho salmon, a species that has been struggling to survive in the Deschutes River. This funding would allow Tumwater to construct a bioretention facility to treat that water, meeting requirements for both the Salmon-Safe certification at the golf course and compliance requirements related to repaving the parking lot this summer.

Parks will be working with Skillings Inc., to complete the design and permitting phases of this project. Skillings Inc. previously completed a feasibility study in the fall of 2021 at this site and have the experience and technical ability to be great partners for this work.

3) Policy Support:

Strategic Priority B – Be a Leader in Environmental Sustainability

- Include environmental protection in City projects

4) Alternatives:

Request changes to the proposed grant agreement.

5) Fiscal Notes:

The City of Tumwater received a \$123,717.33 grant from the Department of Ecology. The City will contribute the 25% match (\$92,788.00) for the design and construction of this project. Design and permitting work is expected to cost \$89,409.00.

6) Attachments:

A. Grant Agreement with the Department of Ecology for the Golf Course Parking Lot Stormwater Design Retrofit



Agreement No. WQC-2023-Tumwat-00051

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF TUMWATER

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

GENERAL INFORMATION

Project Title:	Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
Total Cost:	\$123,717.33
Total Eligible Cost:	\$123,717.33
Ecology Share:	\$92,788.00
Recipient Share:	\$30,929.33
The Effective Date of this Agreement is:	07/01/2022
The Expiration Date of this Agreement is no later than:	01/31/2024
Project Type:	Stormwater Facility

Project Short Description:

This project will improve water quality in the Deschutes River through design and installation of stormwater best management practices (BMPs) in two locations at the Tumwater Valley Golf Course parking lot in the City of Tumwater. This project will provide treatment for total suspended solids (TSS), dissolved copper, dissolved zinc, and total phosphorus. Additional benefits of this project include improved water quality for Coho Salmon runs in the Deschutes River.

Project Long Description:

This project will design stormwater facility best management practices (BMPs) that will reduce and treat stormwater runoff from the Tumwater Valley Golf Course parking lot in the City of Tumwater. Runoff from the existing asphalt paved parking lot is collected via existing catch basins and directed to outfalls that discharge to the Deschutes River. One outfall drains directly to the Deschutes River, while four other outfalls drain into a separate stream, running

Agreement No: WQC-2023-Tumwat-00051
Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
Recipient Name: City of Tumwater

north-south along the eastern edge of the parking lot. This stream discharges into a pond before flowing north to a separate outfall that also discharges directly into the Deschutes River.

The project area consists of two subbasins. The north subbasin includes paved surfaces surrounding the existing clubhouse building where stormwater runoff is collected via catch basins and conveyed to the outfall with a total impervious area of approximately 2.23 acres. Where the parking lot merges with the Valley Athletic Club parking lot, the south subbasin drains via sheet flow towards the east. The total impervious area of the south subbasin is approximately 0.20 acres. The parking lot is visited by approximately 18,000 vehicles each year. All of the subsequent pollution from these vehicles is washed into the Deschutes River during rain events. No existing water quality BMPs are located at the site, therefore this runoff receives no treatment before entering the Deschutes River, a 303(d) listed water body with a declining run of Coho salmon.

Through consideration of necessary treatment requirements, space to accommodate the facility, integration with the existing storm system, relative construction costs, and maintenance requirements, the following stormwater treatment BMP is considered the most feasible option for both the North and the South subbasin: BMP T7.30: Bioretention. The stormwater BMP facilities designed through this grant will treat for total suspended solids (TSS), dissolved copper, total phosphorous, and dissolved zinc.

Overall Goal:

This project will help protect and restore water quality in Washington state by reducing stormwater impacts from existing infrastructure and development.

Agreement No: WQC-2023-Tumwat-00051
Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
Recipient Name: City of Tumwater

RECIPIENT INFORMATION

Organization Name: City of Tumwater

Federal Tax ID: 91-6001520
UEI Number: LLLDHHS4E5G1

Mailing Address: 555 Israel Road SW
Tumwater, WA 98501

Physical Address: 555 Israel Road SW
Tumwater, Washington 98501

Contacts

Agreement No: WQC-2023-Tumwat-00051
 Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
 Recipient Name: City of Tumwater

<p>Project Manager</p>	<p>Dan Smith Director</p> <p>555 Israel Road SW Tumwater, Washington 98501 Email: desmith@ci.tumwater.wa.us Phone: (360) 754-4140</p>
<p>Billing Contact</p>	<p>Christina Choate Accountant</p> <p>555 Israel Road SW Tumwater, Washington 98501 Email: cchoate@ci.tumwater.wa.us Phone: (360) 754-4180</p>
<p>Authorized Signatory</p>	<p>Dan Smith Director</p> <p>555 Israel Road SW Tumwater, Washington 98501 Email: desmith@ci.tumwater.wa.us Phone: (360) 754-4140</p>

Agreement No: WQC-2023-Tumwat-00051
 Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
 Recipient Name: City of Tumwater

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

<p>Project Manager</p>	<p>Charlie Hohlbein</p> <p>PO Box 47775 Olympia, Washington 98504-7775 Email: CHOH461@ecy.wa.gov Phone: (360) 485-2474</p>
<p>Financial Manager</p>	<p>Melissa Conger</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: MECO461@ecy.wa.gov Phone: (360) 706-4204</p>
<p>Technical Advisor</p>	<p>Doug Howie Senior Stormwater Engineer</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: doho461@ecy.wa.gov Phone: (360) 870-0983</p>

Agreement No: WQC-2023-Tumwat-00051
Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
Recipient Name: City of Tumwater

Debbie Sullivan

Mayor

Date

Agreement No: WQC-2023-Tumwat-00051
 Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
 Recipient Name: City of Tumwater

SCOPE OF WORK

Task Number: 1 **Task Cost: \$2,500.00**

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; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout 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.

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)	

Agreement No: WQC-2023-Tumwat-00051
Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
Recipient Name: City of Tumwater

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$500.00

Task Title: Cultural and Environmental Review, and Permitting

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will submit the documents listed below to initiate ECOLOGY's cultural resources review. Property acquisition and above and below ground activities proposed at any project site must be reviewed by ECOLOGY for potential affects to cultural resources.

The RECIPIENT must receive written notice from ECOLOGY prior to proceeding with work. Examples of work may include (but are not limited to) geotechnical work, acquisition, site prep work, and BMP installations. Work done prior to written notice to proceed shall not be eligible for reimbursement.

To initiate cultural resources review:

1. The RECIPIENT will submit the Cultural Resources Review Form to ECOLOGY, using the ECOLOGY template. Any supporting materials must conform to the Department of Archeology and Historic Preservation's (DAHP) Washington State Standards for Cultural Resource Reporting. The Cultural Resources Review Form template may be found on the ECOLOGY website.

2. The RECIPIENT will submit an Inadvertent Discovery Plan (IDP) to ECOLOGY, using the ECOLOGY template. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. The IDP template may be found on the ECOLOGY website.

B. The RECIPIENT will submit the State Environmental Policy Act (SEPA) checklist for ECOLOGY project manager review and notify the ECOLOGY project manager when the official comment period begins. The RECIPIENT will also upload the final SEPA determination.

C. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal, and federal permits, licenses, easements, or property rights necessary for the project.

Task Goal Statement:

The RECIPIENT will complete all cultural and environmental reviews and permitting tasks in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by the cultural resource protection requirements, State Environmental Policy Act, and all other applicable federal, state, and local laws, and regulations.

Agreement No: WQC-2023-Tumwat-00051
 Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
 Recipient Name: City of Tumwater

Cultural and Environmental Review, and Permitting

Deliverables

Number	Description	Due Date
2.1	ECOLOGY Cultural Resources Review Form. Email the form and any supplemental cultural resources documentation directly to the ECOLOGY Project Manager. DO NOT upload the cultural resources form or documentation to EAGL.	
2.2	Inadvertent Discovery Plan (IDP). Email the form directly to the ECOLOGY Project Manager for review. Upload to EAGL once review is complete.	
2.3	SEPA Checklist. Upload the checklist, or other documentation for projects considered exempt from SEPA review, to EAGL and notify ECOLOGY when official comment period begins.	
2.4	Final SEPA Determination. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.5	List of permits acquired. Upload to EAGL and notify ECOLOGY when upload is complete.	

Agreement No: WQC-2023-Tumwat-00051
Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
Recipient Name: City of Tumwater

SCOPE OF WORK

Task Number: 3 **Task Cost: \$25,000.00**

Task Title: Design Plans and Specifications

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

The RECIPIENT will develop a stormwater project design. The design submittals must conform to the Deliverables for Stormwater Projects with Ecology Funding Document. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Refer to the ECOLOGY website for specific guidance. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will upload the design submittals listed below to EAGL for ECOLOGY review. Reduce design figures to 11x17 inches in size and ensure they are legible.

A. The RECIPIENT will submit a map that shows the adjacent wetland delineation and proposed project area for review.

B. The RECIPIENT will submit a Design Report to ECOLOGY for review and acceptance. Allow 45 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent Design.

C. The RECIPIENT will submit a 90 Percent Design Package to ECOLOGY for review and acceptance. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule. The current required bid inserts and specifications may be found on the Ecology website. Allow 45 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding to Final Bid Package.

D. The RECIPIENT will calculate and submit a preliminary equivalent new/re-development area for the completed design using the methods outlined in the Design Deliverables Document.

E. The RECIPIENT will submit a preliminary GIS compatible project area as a shapefile, geodatabase file, or ECOLOGY-approved equivalent. The project area should include polygon features for stormwater facilities and contributing areas.

F. The RECIPIENT will submit a Final Bid Package to ECOLOGY for review and acceptance prior to advertising the project. The Final Bid Package includes: project plans, specifications, engineer's opinion of cost including a schedule of eligible

Agreement No: WQC-2023-Tumwat-00051
Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
Recipient Name: City of Tumwater

costs, and project construction schedule. Allow 15 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Final Bid Package Acceptance Letter prior to advertising the project.

Task Goal Statement:

The RECIPIENT will complete all design tasks and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by ECOLOGY water quality facility design standards and all other applicable federal, state, and local laws, and regulations.

Agreement No: WQC-2023-Tumwat-00051
 Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
 Recipient Name: City of Tumwater

Design Plans and Specifications

Deliverables

Number	Description	Due Date
3.1	Contract documents (if contracting out for design). Upload to EAGL and notify ECOLOGY when upload is complete.	
3.2	Map of wetland delineation and proposed project area. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.3	Design Report. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.4	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.5	ECOLOGY Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.6	90 Percent Design Package. Upload to EAGL and notify ECOLOGY when complete.	
3.7	Responses to ECOLOGY 90 Percent Design Package comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.8	ECOLOGY 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.9	Preliminary equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.10	Preliminary project area shapefile, geodatabase file, or ECOLOGY-approved equivalent. Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	
3.11	Final Bid Package. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.12	Responses to ECOLOGY Final Bid Package comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.13	Ecology Final Bid Package Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.14	Bid documents (e.g. bid announcement, bid tabulations, and bid award). Upload to EAGL and notify ECOLOGY when upload is complete.	

Agreement No: WQC-2023-Tumwat-00051
Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
Recipient Name: City of Tumwater

SCOPE OF WORK

Task Number: 4 **Task Cost: \$3,500.00**

Task Title: Construction Management

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will provide construction oversight and management of the project.

- B. The RECIPIENT will submit a detailed Construction Quality Assurance Plan (CQAP) to ECOLOGY for review and acceptance before the start of construction. This plan must describe how the RECIPIENT will perform adequate and competent construction oversight. Guidance for CQAP development is located in the Design Deliverables Document available on the ECOLOGY website. Allow 15 calendar days for ECOLOGY review.

- C. The RECIPIENT will conduct a pre-construction conference meeting and invite ECOLOGY to attend.

- D. The RECIPIENT will submit a project schedule prior to the start of construction and whenever major changes occur.

- E. Prior to execution, the RECIPIENT will submit to ECOLOGY any eligible change orders that deviate from ECOLOGY-accepted plans and specifications. ECOLOGY must review and accept all change orders that affect grant eligible activities prior to implementation. Allow 10 calendar days for ECOLOGY review.

Task Goal Statement:

The RECIPIENT will oversee and manage construction, communicate with ECOLOGY in a timely fashion, and provide ECOLOGY with all requested project documentation.

Task Expected Outcome:

The project will be constructed on schedule and in accordance with accepted plans.

Agreement No: WQC-2023-Tumwat-00051
 Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
 Recipient Name: City of Tumwater

Construction Management

Deliverables

Number	Description	Due Date
4.1	Construction Quality Assurance Plan. Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	
4.2	Pre-Construction Conference Meeting Minutes. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.3	Project Schedule. Submit prior to construction and when changes occur. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.4	Change Order(s). Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	

Agreement No: WQC-2023-Tumwat-00051
 Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
 Recipient Name: City of Tumwater

SCOPE OF WORK

Task Number: 5 **Task Cost:** \$92,017.33

Task Title: Construction

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will complete construction of the project in accordance with ECOLOGY-accepted plans and specifications. The construction project will include installation of Bioretention facilities to mitigate runoff from approximately 2.43 acres of pollution-generating impervious surfaces.

B. Stormwater Construction Completion Form signed by a professional engineer indicating that the project was completed in accordance with the plans and specifications, and major change orders approved by ECOLOGY's Project Engineer and shown on the Record Drawings. The Stormwater Construction Completion Form can be found on the ECOLOGY website.

Task Goal Statement:

Construction of the project in accordance with ECOLOGY-accepted plans and specifications.

Task Expected Outcome:

Constructed project will provide water quality benefits including reductions in total suspended solids (TSS), dissolved copper, dissolved zinc, and total phosphorous.

Construction

Deliverables

Number	Description	Due Date
5.1	Signed and dated construction contract. Upload to EAGL and notify ECOLOGY when upload is complete.	
5.2	Stormwater Construction Completion Form. Upload to EAGL and notify ECOLOGY when upload is complete.	

Agreement No: WQC-2023-Tumwat-00051
Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
Recipient Name: City of Tumwater

SCOPE OF WORK

Task Number: 6 **Task Cost:** \$200.00

Task Title: Project Close Out

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will operate and maintain the constructed facility for the design life of the facility. The RECIPIENT will develop and submit an Operations and Maintenance (O&M) plan for all facilities constructed with ECOLOGY funding to ECOLOGY for review. The O&M plan must address long-term activities to assure ongoing pollutant removal and flow-control capability of the project in accordance with the design manual. O&M plan development guidance is located in the Design Deliverables Document available on the ECOLOGY website. Allow 15 calendar days for ECOLOGY review.
- B. The RECIPIENT will calculate and submit a final equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in the Design Deliverables Document.
- C. The RECIPIENT will submit the final GIS compatible project area in shapefile, geodatabase file, or ECOLOGY-approved equivalent. The project area should include polygon features for stormwater facilities and contributing areas.
- D. The RECIPIENT will submit the Recipient Closeout Report (RCOR) in EAGL in accordance with Task 1.
- E. The RECIPIENT will submit an Outcomes Summary using the ECOLOGY template.

Task Goal Statement:

The RECIPIENT will complete all close out submittals in a timely manner.

Task Expected Outcome:

- * Timely and complete submittal of O&M plan, equivalent area calculation, GIS, Recipient Closeout Report, and Outcomes Summary Report.
- * Proper maintenance of the constructed facility to maintain water quality benefits.

Agreement No: WQC-2023-Tumwat-00051
 Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
 Recipient Name: City of Tumwater

Project Close Out

Deliverables

Number	Description	Due Date
6.1	Facility Operation and Maintenance Plan. Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	
6.2	Final, as constructed, equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.	
6.3	Final, as constructed, project area shapefile, geodatabase file, or ECOLOGY-approved equivalent. Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	
6.4	Outcomes Summary. Upload to EAGL and notify ECOLOGY when upload is complete.	

Agreement No: WQC-2023-Tumwat-00051
 Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
 Recipient Name: City of Tumwater

BUDGET

Funding Distribution EG230029

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: SFAP Funding Type: Grant
 Funding Effective Date: 07/01/2022 Funding Expiration Date: 01/31/2024

Funding Source:

Title: SFAP - SFY23
 Fund: FD
 Type: State
 Funding Source %: 100%
 Description: Model Toxics Control Capital Account(MTCCA) Stormwater

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%
 Recipient Match %: 25%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Grant and Loan Administration	\$ 2,500.00
Cultural and Environmental Review, and Permitting	\$ 500.00
Design Plans and Specifications	\$ 25,000.00
Construction Management	\$ 3,500.00
Construction	\$ 92,017.33
Project Close Out	\$ 200.00

Total: \$ 123,717.33

Agreement No: WQC-2023-Tumwat-00051
 Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
 Recipient Name: City of Tumwater

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	25.00 %	\$ 30,929.33	\$ 92,788.00	\$ 123,717.33
Total		\$ 30,929.33	\$ 92,788.00	\$ 123,717.33

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.

Agreement No: WQC-2023-Tumwat-00051
Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
Recipient Name: City of Tumwater

“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.

“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 Defeasement 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 that correlate to the State Fiscal Year in which the project is funded.

Agreement No: WQC-2023-Tumwat-00051
Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
Recipient Name: City of Tumwater

“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.

“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.

Agreement No: WQC-2023-Tumwat-00051
Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
Recipient Name: City of Tumwater

“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:

Agreement No: WQC-2023-Tumwat-00051
Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
Recipient Name: City of Tumwater

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 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.

Agreement No: WQC-2023-Tumwat-00051
Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
Recipient Name: City of Tumwater

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 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

Agreement No: WQC-2023-Tumwat-00051
 Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
 Recipient Name: City of Tumwater

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 at any time. 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 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. (This form is used for Section 319 funds only)
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 No: WQC-2023-Tumwat-00051
Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
Recipient Name: City of Tumwater

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. (Applies to both the Section 319 funded projects and the Centennial match projects)

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: (Applies to Section 319 funded projects only)

“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. (For Section 319 funded projects only)

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

Agreement No: WQC-2023-Tumwat-00051
Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
Recipient Name: City of Tumwater

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://facweb.census.gov/>.

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. Unique Entity Identifier (UEI) and Central Contractor Registration (CCR) Requirements: RECIPIENTS shall have a UEI 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.

Agreement No: WQC-2023-Tumwat-00051
Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
Recipient Name: City of Tumwater

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 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 No: WQC-2023-Tumwat-00051
Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
Recipient Name: City of Tumwater

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 (Required for SRF Equivalency projects only)
5. CWSRF Federal Reporting Information form available in EAGL
6. Fiscal Sustainability Plan (Asset Management) Certification Form in EAGL (Only required if the project includes construction of a wastewater or stormwater facility construction)
7. Cost and Effectiveness Analysis Certification Form in EAGL (Required for all projects receiving SRF Loan funding)
8. State Environmental Review Process (SERP) Documentation (Required for facility projects only)

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 which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

Agreement No: WQC-2023-Tumwat-00051
Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
Recipient Name: City of Tumwater

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT’S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT’s authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: (For designated equivalency projects only)

1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf).

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at: <https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT’S knowledge, threatened, seeking to restrain, or enjoin:

(i) the execution of this agreement; or

(ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of

Agreement No: WQC-2023-Tumwat-00051
Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
Recipient Name: City of Tumwater

ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or

(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or

(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt 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.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute

Agreement No: WQC-2023-Tumwat-00051
Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
Recipient Name: City of Tumwater

a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:
Department of Ecology
Cashiering Unit
P.O. Box 47611
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this

Agreement No: WQC-2023-Tumwat-00051
Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
Recipient Name: City of Tumwater

agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the

Agreement No: WQC-2023-Tumwat-00051
Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
Recipient Name: City of Tumwater

RECIPIENT” to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the “General Comments” text box of each progress report.

“We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33”

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Agreement No: WQC-2023-Tumwat-00051
Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
Recipient Name: City of Tumwater

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the ECOLOGY.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient

Agreement No: WQC-2023-Tumwat-00051
Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
Recipient Name: City of Tumwater

ECOLOGY or RECIPIENT funds.

2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.

3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.

4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance,

Agreement No: WQC-2023-Tumwat-00051
 Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
 Recipient Name: City of Tumwater

ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set

Agreement No: WQC-2023-Tumwat-00051
 Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
 Recipient Name: City of Tumwater

out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.

4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsr.gov <http://www.fsr.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;

Agreement No: WQC-2023-Tumwat-00051
Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
Recipient Name: City of Tumwater

2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](#) <https://sam.gov/SAM/> exclusion list.

Agreement No: WQC-2023-Tumwat-00051
Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
Recipient Name: City of Tumwater

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

06/24/2021 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

Agreement No: WQC-2023-Tumwat-00051
Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
Recipient Name: City of Tumwater

- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment 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, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

Agreement No: WQC-2023-Tumwat-00051
Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
Recipient Name: City of Tumwater

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

Agreement No: WQC-2023-Tumwat-00051
Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
Recipient Name: City of Tumwater

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

Agreement No: WQC-2023-Tumwat-00051
Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
Recipient Name: City of Tumwater

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

Agreement No: WQC-2023-Tumwat-00051
Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
Recipient Name: City of Tumwater

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

Agreement No: WQC-2023-Tumwat-00051
Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
Recipient Name: City of Tumwater

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced.

Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

Agreement No: WQC-2023-Tumwat-00051
Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
Recipient Name: City of Tumwater

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or in part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

Agreement No: WQC-2023-Tumwat-00051
Project Title: Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
Recipient Name: City of Tumwater

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

TO: Public Works Committee
 FROM: Chuck Denney, Parks & Recreation Director
 DATE: January 5, 2023
 SUBJECT: Service Provider Agreement with Skillings Inc. for the Golf Course Parking Lot Stormwater Retrofit Design

1) Recommended Action:

Staff requests General Government Committee recommend the City Council approve and authorize the Mayor to sign the Service Provider Agreement with Skillings Inc. for the Golf Course Parking Lot Stormwater Retrofit Design.

2) Background:

The City of Tumwater received a grant from the Department of Ecology to design and construct a system to treat stormwater runoff from the golf course parking lot. Currently, rain water that runs off the parking lot goes directly into the Deschutes River untreated. New studies have shown that chemicals found in tire dust create toxic water for coho salmon, a species that has been struggling to survive in the Deschutes River. This funding would allow Tumwater to construct a bioretention facility to treat that water, meeting requirements for the Salmon-Safe certification at the golf course and those related to repaving the parking lot this summer.

Parks will be working with Skillings Inc., to complete the design and permitting phases of this project. They had previously completed a feasibility study in the fall of 2021 at the site and have the experience and technical ability to be great partners for this work.

3) Policy Support:

Strategic Priority B – Be a Leader in Environmental Sustainability

- Include environmental protection in City projects

4) Alternatives:

Request changes to the proposed Service Provider Agreement.

5) Fiscal Notes:

The City of Tumwater received a \$123,717.33 grant from the Department of Ecology. A 25% match was required, with Ecology providing \$92,788.00 towards the design and construction of this project. Design and permitting work is expected to cost \$89,409.00.

6) Attachments:

A. Service Provider Agreement with Skillings for the Golf Course Parking Lot Stormwater Retrofit Design

**CITY OF TUMWATER
SERVICE PROVIDER AGREEMENT**

**GOLF COURSE PARKING LOT STORMWATER RETROFIT DESIGN AND
PERMITTING**

THIS AGREEMENT is made and entered into in duplicate this 15 day of December, 2022, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the “CITY”, and _____ Skillings Inc., a Washington corporation, hereinafter referred to as the “SERVICE PROVIDER”.

WITNESSETH:

WHEREAS, the CITY desires to have certain services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient CITY resources are not available to provide such services; and

WHEREAS, the SERVICE PROVIDER represents that the SERVICE PROVIDER is qualified and possesses sufficient skills and the necessary capabilities, including technical expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES.

The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement and as detailed in Exhibit “A” Scope of Services attached hereto and incorporated herein (the “Project”).

2. TERM.

The Project shall begin no earlier than 12/15/2022 (date), and shall be completed no later than 12/31/2023 (date). This

Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

3. TERMINATION.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause, by the CITY.

4. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY.

B. No payment shall be made for any service rendered by the SERVICE PROVIDER except for services identified and set forth in this Agreement.

C. The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement a total sum not to exceed **eighty nine thousand four hundred and nine dollars and zero cents** (\$89,409.00) as reflected in Exhibit "A".

D. Upon execution of this Agreement, the SERVICE PROVIDER must submit IRS Form W-9 Request for Taxpayer Identification Number (TIN) and Certification unless a current Form W-9 is already on file with the CITY.

E. The SERVICE PROVIDER shall submit an invoice to the CITY for services rendered during the contract period. The CITY shall initiate authorization for payment after receipt of said invoice and shall make payment to the SERVICE PROVIDER within approximately thirty (30) days thereafter.

F. When subcontracting services or purchasing goods from third parties, as identified and approved in this Agreement, the SERVICE PROVIDER must submit written documentation establishing that the goods and/or services have been provided and the third party has been paid in order to receive payment for such goods and/or services.

G. Invoices may be submitted immediately following performance of services, but in no event shall an invoice be submitted more than twenty (20) business days following the end of the contract term or the end of the calendar year, whichever is earlier.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent contractor relationship will be created by this Agreement. Subject to paragraphs herein, the implementation of services pursuant to this Agreement will lie solely within the discretion of the SERVICE PROVIDER. No agent, employee, servant or representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the SERVICE PROVIDER is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

C. As an independent contractor, the SERVICE PROVIDER shall be responsible for the reporting and payment of all applicable local, state, and federal taxes.

D. It is recognized that the SERVICE PROVIDER may or will be performing services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with the SERVICE PROVIDER'S ability to perform the services. The SERVICE PROVIDER agrees to resolve any such conflicts of interest in favor of the CITY.

6. SERVICE PROVIDER EMPLOYEES/AGENTS.

The CITY may at its sole discretion require the SERVICE PROVIDER to remove an employee, agent or servant from employment on this Project. The SERVICE PROVIDER may however employ that individual on other non-CITY related projects.

7. HOLD HARMLESS INDEMNIFICATION.

A. SERVICE PROVIDER Indemnification. The SERVICE PROVIDER agrees to indemnify, defend and hold the CITY, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective

agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the SERVICE PROVIDER, its partners, shareholders, agents, employees, or by the SERVICE PROVIDER'S breach of this Agreement. The SERVICE PROVIDER expressly waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The SERVICE PROVIDER'S indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefit acts or programs. This waiver has been mutually negotiated by the parties.

B. CITY Indemnification. The CITY agrees to indemnify, defend and hold the SERVICE PROVIDER, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of the CITY, its employees or agents. No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

C. Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

8. INSURANCE.

A. The SERVICE PROVIDER shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the SERVICE PROVIDER, their agents, representatives, employees or subcontractors.

B. The SERVICE PROVIDER shall provide a Certificate of Insurance evidencing:

1. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$2,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual;

products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

3. Professional Liability insurance written on a claims made basis with limits of no less than \$2,000,000 per claim, and \$2,000,000 policy aggregate limit.

C. The CITY shall be named as an additional insured on the insurance policy, as respect to work performed by or on behalf of the SERVICE PROVIDER and a copy of the endorsement naming the CITY as additional insured shall be attached to the Certificate of Insurance. The CITY reserves the right to request certified copies of any required policies.

D. The SERVICE PROVIDER'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

E. Any payment of deductible or self-insured retention shall be the sole responsibility of the SERVICE PROVIDER.

F. The SERVICE PROVIDER'S insurance shall be primary insurance as respect to the CITY and the CITY shall be given written notice of any cancellation, suspension or material change in coverage within two (2) business days of SERVICE PROVIDER'S receipt of such notice.

9. TREATMENT OF ASSETS.

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the SERVICE PROVIDER pursuant to this Agreement.

10. COMPLIANCE WITH LAWS.

A. The SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including being licensed to do business in the City of Tumwater by obtaining a Tumwater business license and any additional regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. The SERVICE PROVIDER specifically agrees to pay any applicable CITY business and occupation (B&O) taxes which may be due on account

of this Agreement.

11. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the proper performance of the particular worker involved. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. "Race" is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles" includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule or government contract.

C. Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law. "Race" is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles" includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule or government contract.

D. If any assignment and/or subcontract have been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards

against discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

E. Nondiscrimination in Benefits. **The provisions of this subsection are only applicable to contracts with an estimated value of \$50,000 or more.** Pursuant to Tumwater Municipal Code (TMC) Chapter 3.46, the SERVICE PROVIDER shall provide employee benefits or an equivalent sum to the domestic partners of their employees involved in the SERVICE PROVIDER'S operations applicable to this Agreement if such benefits are provided to employees' spouses as more particularly set forth in Chapter 3.46 of the TMC, a copy of which is attached hereto as Exhibit "B".

12. ASSIGNMENT/SUBCONTRACTING.

A. The SERVICE PROVIDER shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the SERVICE PROVIDER not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

C. Any technical service subcontract not listed in this Agreement, must have express advance approval by the CITY.

13. NON-APPROPRIATION OF FUNDS.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the CITY will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the CITY in the event this provision applies.

14. CHANGES.

Either party may request changes to the Scope of Services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part

of this Agreement.

15. MAINTENANCE AND INSPECTION OF RECORDS.

A. The SERVICE PROVIDER at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement.

B. The SERVICE PROVIDER shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

C. To ensure the CITY'S compliance with the Public Records Act, RCW 42.56, the SERVICE PROVIDER shall retain all books, records, documents and other material relevant to this agreement, for six (6) years after its expiration. The SERVICE PROVIDER agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

16. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

17. PROHIBITED INTEREST.

No member, officer, or employee of the CITY shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

18. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the signature page of this Agreement.

19. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or

SERVICE PROVIDER AGREEMENT – Golf Course Parking Lot Stormwater Retrofit Design and Permitting -
Page 8 of 11

because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

20. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered within the State of Washington. It is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained in the superior court of Thurston County, Washington.

21. SEVERABILITY.

A. If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

22. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

23. THIRD-PARTY RIGHTS.

The Agreement is between the signatory Parties and does not create any third-party rights, except the Washington State Department of Ecology is an express third-party beneficiary to the Agreement.

****Signatures on the following page****

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY:
CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:
Skillings Inc. _____
Address: 5016 Lacey Blvd SE _____
City/State/Zip: Lacey, WA 98503 _____
Tax ID #: _____
Phone Number: 360-491-3399 _____

DEBBIE SULLIVAN
Mayor

Signature (Notarized – see below)
Printed Name: Patrick Skillings _____
Title: Vice President _____

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Notary Required for Service Provider Only
STATE OF WASHINGTON

COUNTY OF THURSTON

I certify that I know or have satisfactory evidence that _____(name) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____(title) of _____(company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public in and for the State of Washington,
My appointment expires: _____

**EXHIBIT A
SCOPE OF WORK**

Prepared for:

**CITY OF TUMWATER
TUMWATER VALLEY GOLF COURSE PARKING LOT
STORMWATER RETROFIT DESIGN
#21037 – 01
October 24, 2022**

The City of Tumwater has received funding from the Washington State Department of Ecology (Ecology) Stormwater Financial Assistance Program (SFAP) grant to complete the design and construction of one runoff treatment Best Management Practices (BMPs) that will treat runoff from the parking lot at the Tumwater Valley Golf Course. Currently, the runoff receives no treatment prior to discharging to the Deschutes River, a 303(d) listed water body with a declining population of coho salmon.

The following scope of work delineates tasks to be performed as part of the agreement between Skillings Inc. (Consultant) and the City of Tumwater (City). The City has requested professional engineering services for the preparation of Ad Ready Plans, Specifications, and Estimate (PS&E) for the single runoff BMPs.

Work is anticipated to include the following:

- Perform topographic survey of the project area
- Conduct geotechnical investigations to support the design of the single runoff treatment BMP.
- Environmental documentation and permitting
- Prepare stormwater drainage report documenting the design of the single treatment BMP
- Prepare 60% - 90% - 100% PS&E packages

Project Assumptions:

- Civil 3D 2022 will be used for design.
- Out-of-scope services beyond these limits may be considered as Extra Work. Consultant will notify the City of out-of-scope services prior to starting the work.
- The level of effort for various tasks are estimates and may vary. The contract will be managed to the contract maximum, not the task level budgets.

Task 10 – Project Management

This task includes Consultant management of staff, invoices and progress reporting, progress meetings, QA/QC, and internal staff team progress meetings.

Assumptions:

- The duration of the work effort is estimated to be four (4) months

Task Descriptions:

1. Prepare project schedule with up to one update.
2. Provide invoice and earned value reports.
3. Provide project update reports.
4. Provide QA/QC of all documents being formally submitted to the Client.
5. Provide in-house coordination.
6. Weekly correspondence with Client via e-mails or phone (estimated at 0.5 hours per week).

Deliverables:

- Project schedule with updates, if required.
- Monthly invoices with project update reports.

Task 20 – Topographic Survey

This task consists of completing surveying and mapping to prepare a base map depicting existing topography and features of the site.

Assumptions:

- There is sufficient existing survey control to efficiently establish the requested work.
- Only utilities painted by Washington utility notification center will be mapped.
- Existing Storm structures with inverts will be located within the project limits including the existing outfalls.
- Topographic mapping will be completed in the single mitigation area defined as the area north of the parking lot. The limits will extend to the top of the back near the ordinary high-water line.
- Horizontal control will be NAD 83/91 and vertical datum will be NAVD 88.
- Firm will have rights of entry to the site, as needed to complete the survey.

Task Descriptions:

1. Research Public/Private survey for necessary control in the area.
2. Perform field survey to map existing storm structures and topographic map within specified project area listed in assumptions.
3. Prepare topographic map.
4. QA/QC field survey.

Deliverables:

- Civil 3D Topographic map.
- Signed PDF Topographic map.

Task 30 – Geotechnical Investigations
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Consultant will contract with Quality Geo Northwest (QG), Subconsultant, to provide geotechnical investigation and design for the project.

Assumptions:

- Quality Geo Northwest (QG) will provide geotechnical investigation as a subconsultant to Skillings.
- 811 utility locate requests take 3 business days to clear and will not identify any privately installed utilities.

Task Description:

1. Provide subconsultant management.
2. QG will obtain a public utility locate ticket from the ITIC Washington 811 One-Call Center in accordance with state law.
3. Pit tests will be completed, advanced by a subcontractor under direction of QG personnel. Actual test location and final exploration depths will be determined during explorations based on conditions encountered.

4. QG will evaluate soil treatment potential based on laboratory derived cation exchange capacity and organic content data.
5. QG will evaluate infiltration potential on site and complete 2-dimensional mounding analysis for the proposed infiltration.

Deliverables:

- Preliminary Geotech report
- Final Geotech Report

Task 40 – 60% Design Plans

This task is to complete 60% design of the proposed stormwater retrofit project. 60% design will utilize BMP T7.30 Bioretention be based on the conceptual design identified during completion of the feasibility study.

Assumptions:

- Client has approved the conceptual design outlined in the feasibility study, with the exception of the CAVFs. Compost Amended Vegetated Filters (CAVF) are not an approved treatment BMP for this project. The Feasibility Study is attached to this scope of work as a reference. In addition, the use of two separate treatment facilities will be re-evaluated to determine if flows can be combined and sent to a single treatment facility.
- Stormwater design requirements will follow the 2022 edition of the City of Tumwater Drainage Design and Erosion Control Manual (2022 DDECM).
- Treatment and flow control modelling, if needed, will use WWHM2012.
- The quantity calculations will be preliminary and will be used to develop the preliminary estimate. The preliminary estimate will be able to be used for budget planning and funding applications.
- Preliminary Engineer's Estimate of Probable Costs to Construct will be prepared using WSDOT Unit Bid Price format.
- Skillings will prepare a roll plot of the preferred design during early design plan development. The roll plot will be submitted at the approximate 30% design stage for City review.
- It is assumed that the City will complete a pavement overlay of the parking lot in the near future. This scope of work does not include completion of a pavement restoration plan. Trench restoration for new conveyance lines will be included on other plan sheets included in this scope of work.

Task Descriptions:

1. Prepare preliminary stormwater design report:
 - a. Verify and confirm project limits, Threshold Discharge Areas (TDAs), and area totals for existing pervious and impervious areas, new and replaced surfaces based on topographic survey.
 - b. Prepare preliminary designs of single BMP for LID, water quality, and flow control.
 - c. Determine design storm for conveyance calculations and sizing.
 - d. Document findings in preliminary stormwater design report.
2. Prepare the following plan sheets:
 - a. Cover sheet, including Vicinity Map, General Notes, and Index
 - b. Summary of Quantities Sheet
 - c. Existing Conditions and Horizontal Control Plan
 - d. Demolition & TESC Plan
 - e. Erosion Control Notes and Details
 - f. Stormwater Improvements Plan and Profiles
 - g. Stormwater Details and Cross-Sections

3. Prepare roll plot of conceptual design for City review and comment, prior to finalizing 60% design plans.
4. Prepare 60% Engineers estimate of probable cost to construct.
5. Submit plans, estimate and stormwater drainage report to City, who will also send it to the Department of Ecology, for review.

Deliverables:

- One (1) electronic set of 60% plans.
- 60% Engineers Estimate of Probable Cost to Construct
- Preliminary Stormwater Design Report

Task 50 – Environmental Documentation and Permitting

The proposed project is located within the Shoreline Management Act (SMA) jurisdiction and will require review under the City's Shoreline Management Program. The ordinary high-water mark (OHWM) of the stream will be identified. Any wetlands associated with the stream will also be identified and evaluated.

Assumptions:

- It is assumed that the proposed project will be exempt from a Shoreline Substantial Development Permit. The Joint Aquatic Resource Permit Application (JARPA) will be used for Shoreline Exemption application.
- The Shoreline Exemption application will require completion of a SEPA Checklist. It is assumed that the City of Tumwater is the SEPA Lead Agency.
- Wetland boundaries will be flagged with flagging tape and or staking and labeled for survey identification.
- The wetland rating will establish the type and category of all identified wetlands.
- It is assumed that proposed stormwater retrofit will not directly impact identified streams or wetland but may impact buffer setbacks. The Critical Area Report will include mitigation planning for buffer restoration to off-set impacts to critical area buffers. Mitigation is assumed to be in the form of buffer planting.

Task Description:

1. Conduct literature review
2. Conduct site visit and delineate wetland, stream boundaries, and identify OHWM
3. Prepare wetland flagging map for survey
4. Prepare wetland rating
5. Prepare preliminary Critical Areas Report
6. Prepare final Critical Areas Report based on regulatory review.
7. Prepare SEPA Checklist
8. Prepare JARPA for Shoreline review.

Deliverables:

- Critical Areas Report
- Wetland Boundary flagging map
- SEPA Checklist
- JARPA (Shorelines only)

Task 60 – 90% PS&E

This task consists of addressing City and Ecology comments on 60% design and advancing PS&E to a 90% level of design.

Assumptions:

- Ecology review of stormwater design report will take up to 45 calendar days.
- City and Ecology have reviewed the 60% plans, estimate and preliminary drainage report and have provided direction to the Consultant.
- City and Ecology will provide one set of consolidated comments for the 60% plans, estimate and preliminary drainage report.
- Special provisions will be prepared utilizing WSDOT specifications format.
- City will complete Final Maintenance Plan.

Task Descriptions:

1. Phone conference with City to discuss 60% comments. Ecology may be invited as necessary.
2. Incorporate 60% comments, prepare comment response matrix.
3. Prepare final stormwater design report:
 - a. Update stormwater drainage report to include changes made for the 90% PS&E.
 - b. Prepare SWPPP.
4. Prepare the following 90% plan sheets:
 - a. Cover sheet, including Vicinity Map, General Notes, and Index
 - b. Summary of Quantities Sheet
 - c. Existing Conditions and Horizontal Control Plan
 - d. Demolition & TESC Plan
 - e. Erosion Control Notes and Details
 - f. Stormwater Improvements Plan and Profiles
 - g. Stormwater Details and Cross-Sections
5. Prepare 90% Special Provisions.
6. Prepare 90% Engineers estimate of probable cost to construct.
7. Submit 90% PS&E and final stormwater design report to City for review.

Deliverables:

- One (1) electronic set of 90% Plans to Client for review.
- 90% Engineer's Estimate of Probable Cost to Construct.
- 90% Special Provisions.
- 60% Design Review Comment Response Matrix.
- Final Stormwater Design Report.

Task 70 – 100% PS&E

This task consists of addressing City and Ecology comments on 90% design and advancing PS&E to a Final level of design.

Assumptions:

- Ecology review of 90% PS&E will take up to 45 calendar days.
- Ecology review of 100% PS&E will take up to 15 calendar days.

- City and Ecology reviewed the 90% PS&E and have provided direction to the Consultant.
- City will provide one set of consolidated comments for the 90% PS&E.
- City will prepare Contract Bid Package consisting of Advertisement, Form of Proposal, and all other front-end documents.

Tasks:

1. Phone conference with City to discuss 90% PS&E and comments. Ecology may be invited as necessary.
2. Incorporate 90% PS&E comments, prepare comment response matrix.
3. Prepare 100% level of plans consisting of the following sheets:
 - a. Cover sheet, including Vicinity Map, General Notes, and Index
 - b. Summary of Quantities Sheet
 - c. Existing Conditions and Horizontal Control Plan
 - d. Demolition & TESC Plan
 - e. Erosion Control Notes and Details
 - f. Stormwater Improvements Plan and Profiles
 - g. Stormwater Details and Cross-Sections
4. Prepare 100% Engineer's Estimate of Probable Costs to Construct.
5. Prepare Contract Bid Package consisting of the following:
 - a. Special Provisions
6. Submit 100% PS&E to Client for review.

Deliverables:

- One (1) electronic set of 100% Plans to Client for review.
- 100% Engineer's Estimate of Probable Cost to Construct.
- 100% Project Technical Specifications.
- 90% Design Review Comment Response Matrix.

END SCOPE OF WORK

Prepared by: Ian Lee, PE 09-22-2022
 Reviewed by Patrick E. Skillings, PMP 09-22-2022
 Revised by Patrick Skillings 10-24-2022

CONSULTANT COST COMPUTATION – MAN-HOURS

PROJECT NO. 22037-SUPPLEMENT NO. 01 CITY OF TUMWATER TUMWATER VALLEY GOLF COURSE PARKING LOT STORMWATER RETROFIT DESIGN		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	PROJECT SCIENTIST	STAFF SCIENTIST	TECHNICIAN	SURVEY MANAGER	PROJECT SURVEYOR	SURVEY FIELD TECHNICIAN	1 MAN SURVEY CREW	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION												
10	PROJECT MANAGEMENT												
1	Prepare project schedule with up to one update.		4										
2	Provide invoice and earned value reports.	2	4										4
3	Provide project update reports.		4										
4	Provide QA/QC of all documents being formally submitted to the Client.	2	4										
5	Provide in-house coordination.		8										
6	Weekly correspondence with Client via emails or phone (estimated at 0.5 hours per week).		8										
20	TOPOGRAPHIC SURVEY												
1	Research Public/Private survey for necessary control in the area.								2	1			
2	Perform field survey to map existing storm structures and topographic map within specified project area listed in assumptions.									5	20	20	
3	Prepare topographic map.									10			
4	QA/QC field survey.								2				
30	GEOTECHNICAL INVESTIGATIONS-QUALITY GEO (QG)												
1	Provide subconsultant management.		2										2

PROJECT NO. 22037-SUPPLEMENT NO. 01 CITY OF TUMWATER TUMWATER VALLEY GOLF COURSE PARKING LOT STORMWATER RETROFIT DESIGN		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	PROJECT SCIENTIST	STAFF SCIENTIST	TECHNICIAN	SURVEY MANAGER	PROJECT SURVEYOR	SURVEY FIELD TECHNICIAN	1 MAN SURVEY CREW	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION												
2	QG will obtain a public utility locate ticket from the ITIC Washington 811 One-Call Center in accordance with state law.												
3	Pit tests will be completed, advances by a subcontractor under direction of QG personnel. Actual test location and final exploration depths will be determined during explorations based on conditions encountered.												
4	QG will evaluate soil treatment potential based on laboratory derived cation exchange capacity and organic content data.												
5	QG will evaluate infiltration potential on site and complete 2-dimensional mounding analysis for the proposed infiltration.												
40	60% DESIGN PLANS												
1	Prepare preliminary stormwater design report:												
a	Verify and confirm project limits, Threshold Discharge Areas (TDAs), and area totals for existing pervious and impervious areas, new and replaced surfaces based on topographic survey.			2	4			8					
b	Prepare preliminary designs of BMPs for LID, water quality, and flow control.			2	8								
c	Determine design storm for conveyance calculations and sizing.				4								
d	Document findings in preliminary stormwater design report.			4	12			8					

PROJECT NO. 22037-SUPPLEMENT NO. 01 CITY OF TUMWATER TUMWATER VALLEY GOLF COURSE PARKING LOT STORMWATER RETROFIT DESIGN		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	PROJECT SCIENTIST	STAFF SCIENTIST	TECHNICIAN	SURVEY MANAGER	PROJECT SURVEYOR	SURVEY FIELD TECHNICIAN	1 MAN SURVEY CREW	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION												
2	Prepare the following plan sheets:												
a	Cover sheets, including Vicinity Map, General Notes, and Index.				2			4					
b	Summary of Quantities Sheet.				2			2					
c	Existing Conditions and Horizontal Control Plan.			2	4			8					
d	Demolition & TESC Plan.			2	8			12					
e	Erosion Control Notes and Details.				4			6					
f	Stormwater Improvements Plan and Profiles.			2	16			12					
g	Stormwater Details and Cross-Sections.			2	16			12					
3	Prepare 60% Engineers Estimate of Probable Cost to Construct.			2	8								
4	Submit plans, estimate and stormwater drainage report to City, who will also send it to the Department of Ecology, for review.			1	1			1					
50	ENVIRONMENTAL DOCUMENTATION AND PERMITTING												
1	Conduct literature review.							4					
2	Conduct site visit and delineate wetland, stream boundaries, and identify OHWM.					9	9						
3	Prepare wetland flagging map for survey.							1					
4	Prepare wetland rating.							4					
5	Prepare final Critical Areas Report based on regulatory review.		2			24	4						
6	Prepare SEPA Checklist.		2				24						
7	Prepare JARPA					1	4						

PROJECT NO. 22037-SUPPLEMENT NO. 01 CITY OF TUMWATER TUMWATER VALLEY GOLF COURSE PARKING LOT STORMWATER RETROFIT DESIGN		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	PROJECT SCIENTIST	STAFF SCIENTIST	TECHNICIAN	SURVEY MANAGER	PROJECT SURVEYOR	SURVEY FIELD TECHNICIAN	1 MAN SURVEY CREW	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION												
60	90% PS&E												
1	Phone conference with City to discuss 60% comments. Ecology may be invited as necessary.		2	2									
2	Incorporate 60% comments, prepare comment response matrix.			4	16			16					
3	Prepare final stormwater design report:												
a	Update stormwater drainage report to included changes made for the 90% PS&E.			2	8			4					
b	Prepare SWPPP.			2	8			4					
c	Prepare Final Maintenance Plan.			2	8			4					
4	Prepare the following 90% plan sheets:												
a	Cover sheet, including Vicinity Map, General Notes, and Index.				1			2					
b	Summary of Quantities Sheet.				1			2					
c	Existing Conditions and Horizontal Control Plan.				2			2					
d	Demolition & TESC Plan.				2			2					
e	Erosion Control Notes and Details.				1			2					
f	Stormwater Improvements Plan and Profiles.			2	8			4					
g	Stormwater Details and Cross-Sections.			2	8			4					
5	Prepare 90% Special Provisions.			4	16								
6	Prepare 90% Engineers Estimate of Probable Cost to Construct.			2	8								
7	Submit 90% PS&E and final stormwater design report to City for review.	2		1	1			1					

PROJECT NO. 22037-SUPPLEMENT NO. 01 CITY OF TUMWATER TUMWATER VALLEY GOLF COURSE PARKING LOT STORMWATER RETROFIT DESIGN		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	PROJECT SCIENTIST	STAFF SCIENTIST	TECHNICIAN	SURVEY MANAGER	PROJECT SURVEYOR	SURVEY FIELD TECHNICIAN	1 MAN SURVEY CREW	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION												
70	100% PS&E												
1	Phone conference with City to discuss 90% comments. Ecology may be invited as necessary.		2	2									
2	Incorporate 90% PS&E comments, prepare comment matrix.			4	16			16					
3	Prepare 100% level of plans consisting of the following sheets:												
a	Cover sheet, including Vicinity Map, General Notes, and Index.				1			1					
b	Summary of Quantities Sheet.				1			1					
c	Existing Conditions and Horizontal Control Plan.				1			1					
d	Demolition & TESC Plan.				1			1					
e	Erosion Control Notes and Details.				1			1					
f	Stormwater Improvements Plan and Profiles.			2	4			4					
g	Stormwater Details and Cross-Sections.			2	4			4					
4	Prepare 100% Engineer's Estimate of Probable Costs to Construct.			2	8								
5	Prepare Contract Bid Package consisting of the following:	2											
c	Prevailing Wage information.				2								
6	Submit 100% PS&E to Client for review.			1	1			1					
	HOURS PER DISCIPLINE	8	42	55	217	34	50	150	4	16	20	20	6

CONSULTANT COST COMPUTATION – SUMMARY

NEGOTIATED HOURLY RATE (NHR):					
Classification	Man Hours	X	Rate	=	Cost
PRINCIPAL-IN-CHARGE	8	x	\$274.00	=	\$2,192.00
PROJECT MANAGER	42	x	\$253.00	=	\$10,626.00
PROJECT ENGINEER	55	x	\$227.00	=	\$12,485.00
ENGINEER	217	x	\$127.00	=	\$27,559.00
PROJECT SCIENTIST	34	x	\$103.00	=	\$3,502.00
STAFF SCIENTIST	50	x	\$103.00	=	\$5,150.00
TECHNICIAN	150	x	\$91.00	=	\$13,650.00
SURVEY MANAGER	4	x	\$201.00	=	\$804.00
PROJECT SURVEYOR	16	x	\$136.00	=	\$2,176.00
SURVEY FIELD TECHNICIAN	20	x	\$73.00	=	\$1,460.00
1 MAN SURVEY CREW	20	x	\$91.00	=	\$1,820.00
PROJECT ADMINISTRATOR	6	x	\$154.00	=	\$924.00
	Total Hours =		622		Total NHR = \$82,348.00
REIMBURSABLES:					
	Mileage	90	x	\$0.625	= \$56.25
	Miscellaneous Expenses	\$100.00	x	10%	= \$110.00
					Total Expenses= \$166.25
SUBCONSULTANT COST (See Exhibit E):					
	QualityGEO NW	\$5,995.00	x	15%	= \$6,894.25
					Total Subconsultants = \$6,894.25
SUB-TOTAL (NHR + REIMBURSABLES + SUBCONSULTANTS):					
					Sub Total = \$89,408.50
MANAGEMENT RESERVE FUND:					
	SUB TOTAL =	\$89,408.50	x		= MRF = \$0.00
GRAND TOTAL					
					GRAND TOTAL = \$89,409
PREPARED BY: Ian Y. Lee, PE					
DATE: 10/18/2022					
REVIEWED BY: Patrick E. Skillings, PMP					
DATE: 10/18/2022					

CONSULTANT COST COMPUTATION – EXPENSES

Item	Description	Basis	Quantity	Rate	Total
1	Telephone	Month			\$0.00
2	Auto Rental	Each			\$0.00
3	Lodging	Day			\$0.00
4	Per Diem-Meal	Day			\$0.00
5	Photocopies - Blk & White	Each		\$0.10	\$0.00
6	Photocopies - Color	Each		\$0.35	\$0.00
7	Half Sized Prints	Each		\$0.50	\$0.00
8	Full Sized Prints	Each		\$6.00	\$0.00
9	Postage	Month			\$0.00
10	Shipping	Month			\$0.00
11	FAXs	Each			\$0.00
12	Miscellaneous Project Costs	Month			\$0.00
13	Miscellaneous Survey Costs	Estimated	1	\$100.00	\$100.00
14	Traffic Control	Estimated			\$0.00
	Total Miscellaneous Expenses				\$100.00
	Mileage	Per Mile	90	0.625	\$56.25
	Total Expenses				\$156.25
Assumptions					
1	Telephone	Estimated			
2	Auto Rental	Estimated trips			
3	Mileage	Estimated miles			
4	Lodging				
5	Per Diem-Meal				
6	Photocopies - Blk & White	Estimated			
7	Photocopies - Colored	Estimated			
8	Half Sized Prints				
9	Full Sized Prints				
10	Postage	Estimated			
11	Shipping	Estimated			
12	FAXs	Estimated			
13	Miscellaneous Project Costs	Estimated			
14	Miscellaneous Survey Costs	Estimated			
15	Purchase Order	Estimated			
Prepared by: Ian Lee, PE		October 18, 2022			

TO: Public Works Committee
FROM: Dan Smith, Water Resources & Sustainability Director
DATE: January 5, 2023
SUBJECT: Service Provider Agreement with Greer Environmental Consulting Amendment 2

1) Recommended Action:

Staff requests the Public Works Committee recommend the City Council approve and authorize the Mayor to sign the Service Provider Agreement with Greer Environmental Consulting Amendment 2 for project management services in an amount not to exceed \$42,095.00.

2) Background:

The Water Resources Department needs additional capacity to support projects in the Storm and Sanitary Sewer utilities. The City received grant funding in February 2022 for the implementation of seven projects spanning salmon recovery, water quality, septic system conversions, flood reduction and supporting equitable communities. This scope amendment covers the addition of one new project and the modification of two other projects.

3) Policy Support:

- Remove obstructions to fish passages
 - Ensure ample water supply
 - Continue septic-to-sewer conversions
-

4) Alternatives:

- Consider a different approach to managing seven grant projects within funding requirements and three additional projects in support of City and department priorities.
-

5) Fiscal Notes:

This three-year contract will provide for the management of ten projects at an estimated value of over \$15M. Grant funding will be used to support this contract for seven of the ten projects, with project management services reimbursable up to 75%. Approximately 28% of the contract value is reserved for contingent services or dependent upon additional grant funding. \$42,095 of the contract is funded by the Storm Utility.

6) Attachments:

- A. Service Provider Agreement with Greer Environmental Consulting Amendment 2

**FIRST AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
Greer Environmental Consulting**

This First Amendment ("Amendment") is dated effective this 19th day of July, 2022, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and GREER ENVIRONMENTAL CONSULTING, an Oregon corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective March 10, 2022 whereby the SERVICE PROVIDER agreed to provide facilitative services for the City of Tumwater. ("Agreement").

B. Section 14 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.

C. The CITY and the SERVICE PROVIDER desire to amend the Agreement to include Third Party Rights for the Department of Ecology.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. THIRD PARTY RIGHTS.

A new section 23 is hereby added to read as follows:

23. THIRD PARTY RIGHTS.

The Agreement is between the signatory Parties and does not create any third-party rights, except the Washington State Department of Ecology is an express third-party beneficiary to the Agreement.

****Signatures on the following page****

2. FULL FORCE AND EFFECT.

All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

DATED the effective date set forth above.

CITY:
CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:
Greer Environmental Consulting
2872 NW Kennedy Court
Portland, OR 97229

Debbie Sullivan, Mayor

Signature (Notarized – see below)
Printed Name: Meridith Greer
Title: Owner / Project Manager

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

State of _____)
) ss
County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:_____

(Signature)
Notary Public in and for the State of Washington
My appointment expires _____

Scope of Services for the City of Tumwater

Amendment #2



November 9, 2022

Meridith Greer, Owner and Project Manager

MKG@GreerConsulting.net

(971) 409 - 9183

Table of Contents

[Executive Summary](#) 3

[UPDATED Project 3 - East Linwood Basin Retrofit](#) 5

[UPDATED Project 8 - Deschutes River Flood and Erosion Study](#) 9

[NEW Project 10 - Somerset Hill Dr Culvert Replacement and Bank Stabilization](#).....13

[Appendix A - Rate Structure](#)18

Executive Summary

Greer Environmental Consulting (Consultant) will provide services outlined below to the City of Tumwater (City) pertaining to the ten projects detailed in this Scope of Services. The estimated total contract amount to complete the professional services laid out in the rest of this scope is offered on a time-and-materials basis **not-to-exceed \$21,620.00, increasing the total budget with GEC to \$305,970.00**. A cost breakdown for each project can be found below:

Project	Project Management Cost	Total Project Cost	Scope Amendment #2 PM Cost	Updated Total Project Cost
Project 1 - Percival Creek Fish Passage Barrier Removal	\$38,925.00	\$1,178,925.00	NA	\$2,102,678.00 (increased design & construction costs)
Project 2 - Pioneer Park Riparian Restoration	\$31,020.00	\$476,800.79	NA	NA
UPDATED Project 3 - East Linwood Basin Retrofit	\$32,470.00	\$202,190.00	-\$24,470.00	\$60,000.00 (project ending at alternatives analysis)
Project 4 - Thurston County Equity Index and REEP Audience Analysis	\$18,700.00	\$30,748.53	NA	NA
Project 5 - Septic to Sewer Program with Velkommen Mobile Home Park	\$48,110.00	\$1,047,964.78	NA	NA
Project 6 - Stormwater Management Action Planning for Three Priority Subbasins	\$28,475.00	\$227,840.63	NA	NA
Project 7 - Tumwater Valley Regional Golf Course Parking Lot Stormwater Retrofit	\$23,460.00	\$128,355.55	NA	\$203,569.00 (increased design & construction costs)
UPDATED Project 8 - Deschutes River Flood Reduction and Erosion Study	\$18,020.00	\$83,020.00	+\$3,995.00	\$299,376.00 (grant funding increase)
Project 9 - Tumwater Valley Regional Stormwater Facility	\$45,170.00	\$2,240,170.00	NA	NA
NEW Project 10 - Somerset Hill Culvert Replacement and Bank Stabilization			+\$42,095.00	\$8,442,095.00
Total Contract Cost Not to Exceed	\$284,350.00		\$305,970.00	
Total Cost of All Projects		\$5,616,015.28		\$15,131,242.73

UPDATED Project 3 - East Linwood Basin Retrofit

The East Linwood Basin Retrofit project aims to provide stormwater treatment and flow reductions to the 81.5-acre basin which currently discharges untreated stormwater into the Deschutes River, a 303(d) listed waterbody. The City of Tumwater received a 2013-2015 Biennial Municipal Stormwater Capacity Grant to design a solution in this basin using an Integrated Management Practice. A design report and 90% designs were completed using that funding for two construction stormwater wet ponds. In 2021, the Department of Ecology determined they would no longer fund projects that worked within wetlands, regardless of category level, rendering the current plans infeasible.

The City of Tumwater's WRS department applied for funding from the Department of Ecology to complete a new alternative analysis for upstream treatment, with additional funds to complete preliminary designs contingent upon DOE and the City agreeing on an alternative. This application was funded on July 1, 2020.

Greer Environmental Consulting (GEC) managed the first phase of the project, overseeing the completion and approval of the alternatives analysis portion of the project. GEC reviewed and approved work completed by JSA Civil as they evaluated 10 upper basin alternatives to treat stormwater runoff. A preferred alternative was identified and approved by Ecology to move forward with preliminary designs, but an agreement with the current land owner was not reached. Given the alternatives in the upper basin, the City of Tumwater is refocusing efforts towards downstream alternatives as part of the Tumwater Valley Regional Stormwater Facility and larger flood reduction and floodplain reconnection projects in the lower Deschutes River watershed.

Following this refocusing, GEC will be closing out the grant agreement with the Department of Ecology and closing out this project early. The scope below details the changes made based on ending the project early.

A. Scope of Work

Project 3 - Task 100. Project Management

This task covers project management work associated with executing the project and includes the following:

- Prepare a project management plan
- Manage the project schedule
- Manage the project risks
- Handle project communications
- Manage project team members, including other consultants
- Engage with stakeholders
- Manage the scope and project budget

This task includes providing up-to-date project schedules, regular project status updates at a minimum every two-week interval during active phases of the project and monthly project billing reports.

Project 3 - Task 100. Deliverables

1. Project management plan - **Completed**
2. Project schedule updated quarterly - **Completed**
3. Project budget updated quarterly - **Completed**
4. Monthly reports and invoices - **Completed**
5. Meeting agendas - **Completed**
6. Presentations for at least two PWC and one CC meeting - **Completed**
7. Consultant deliverable and invoice review and approval - **Completed**

Project 3 - Task 200. Permit and Agreement Management

This task covers the completion and/or submission of all necessary permits and agreements to complete the project while complying with all local, state, and federal regulations. Anticipated permits and agreements include, but are not limited to:

- Apply for Right of Entry Agreement(s)
- Manage Cultural Resources Report
 - Completed by cultural resources consultant
 - Coordination with local stakeholders by Greer Environmental Consulting
- Apply for Right of Way Permit
- Apply for Temporary Construction Easement
- Manage Service Provider Agreement(s)
- Apply for Construction Stormwater General Permit

This task includes completion, submission, and communication with permitting agencies and relevant stakeholders.

Project 3 - Task 200. Deliverables

1. Right of entry agreement(s) - **Not Necessary**
2. Temporary construction easement - **Not Necessary**
3. Signed service provider agreement(s) - **Completed**
4. Construction stormwater general permit application - **Not Necessary**

Project 3 - Task 300. Grant Management

This task covers all aspects of grant management to acquire the majority of funding for both phases of the project. This includes grant research, writing, negotiating, management, and closeout. The funding structure for this project is detailed below:

- \$127,290 from the Department of Ecology's Water Quality Combined Funding for PS&E deliverables
 - Awarded July 1, 2020
 - Expires April 30, 2023

- \$60,000 for an alternatives analysis with the rest of the funding contingent on finding an agreeable alternative with the Department of Ecology
- \$XX from the Department of Ecology’s Water Quality Combined Funding for construction
 - Price dependent on which alternative is chosen
 - Water Quality Combined Funding applications are accepted annually between August and October

Project 3 - Task 300. Deliverables

1. Negotiated grant agreement(s) - **Not Necessary**
2. Quarterly progress and payment reports - **Completed**
3. Closeout report(s) for funding agencies - **Will be completed November 2022**
4. Department of Ecology Water Quality Combined Funding Program grant application - **Not Necessary**

Project 3 - Task 400. Construction Management - Dependent on funding and City approval

This task covers construction management work associated with constructing the project and includes the following:

- Acquire permits, easements, and agreements
- Manage bid process and documentation
- Engage stakeholders
- Prepare final project documentation, including photos and videos

Project 3 - Task 400. Deliverables

1. Bid documentation - **Not Necessary**
2. Project closeout report for the City of Tumwater - **Not Necessary**

Project 3 - Task 500. Contingency - Dependent on funding and City approval

This task provides a discretionary allowance budget task for unanticipated labor, expenses, or professional services not specifically identified in Tasks 100-400 in this Scope of Services. No work can be performed under *Task 500. Contingency* without the written authorization from the City.

Project 3 - Task 500. Deliverables

1. To be determined and agreed upon by the City and GEC - **Not Necessary**

B. Project Timeline

Neither final phase of the project will be undertaken.

Phase	Start Date	End Date
Final PS&E	January 2022	February 2023
Construction	May 2024	December 2024

C. Project Management Cost

The estimated total contract amount to complete the professional services identified in this Scope of Services is offered on a time and materials basis not to exceed **\$32,470.00**. The following are estimated professional services costs for the tasks provided in this scope of services. The following table shows the task budgets based on the original service provider agreement alongside the final budgets for this project.

Task	Service Provider Agreement Budget	Scope Amendment #2 Budget	Amount Not Used
Task 100. Project Management	\$14,875.00	\$4,600.00	\$10,275.00
Task 200. Permit and Agreement Management	\$2,720.00	\$400.00	\$2,320.00
Task 300. Grant Management	\$9,350.00	\$3,000.00	\$6,350.00
Task 400. Construction Management*	\$1,275.00	\$0	\$1,275.00
Task 500. Contingency*	\$4,250.00	\$0	\$4,250.00
Total	\$32,470.00	\$8,000.00	\$24,470.00

*Dependent on funding and City approval

UPDATED Project 8 - Deschutes River Flood Reduction and Erosion Study

The Deschutes River Flood Reduction Study aims to develop solutions to flooding and erosion problems along the lower Deschutes River between Brewery Park at Tumwater Falls and Henderson Boulevard. The study will include work to describe existing conditions and the critical factors contributing to flooding and erosion problems; identification, evaluation, and conceptual alternatives to reduce or eliminate flooding and erosion; identification of required permit actions; and development of preliminary engineering drawings and cost estimates for the preferred alternative.

Changes to the scope of work for this project are the result of scope, schedule, and budget changes associated with the project. Originally, Tumwater had approximately \$75,000 allocated to complete the study over 2022 and 2023. In June of 2022, Tumwater found out that the Washington State Legislature was allocating the City \$250,000 to complete this study within the fiscal year, July 1, 2022 through June 30, 2023. In addition, this project scope has increased to now include erosion near the golf course parking lot as a priority area for stop gap measures and long term solutions.

Greer Environmental Consulting proposes the following scope of work changes for the Deschutes River Flood Reduction and Erosion Study.

A. Scope of Services

Project 8 - Task 100. Project Management

This task covers project management work associated with executing the project and includes the following:

- Prepare a project management plan
- Manage the project schedule
- Manage the project risks
- Handle project communications
- Assist in hiring a reputable consulting firm, including:
 - Creating a RFP, interviewing potential firms, negotiating the scope of service and overseeing the completion of a Service Provider Agreement (SPA)
- Manage project team members, including other consultants
- Engage with stakeholders, City, consultants, and affected/interested members of the public
- Manage the scope and project budget

This task includes providing up-to-date project schedules, regular project status updates at a minimum every two-week interval during active phases of the project and a monthly project billing report.

Project 8 - Task 100. Deliverables

1. Project management plan
2. Project schedule updated quarterly
3. Project budget updated quarterly
4. Monthly reports and invoices
5. Meeting agendas
6. Presentations for at least two Public Works Committee meetings (PWC), one City Council (CC) meeting, and one regional workgroup meeting (such as the Watershed Resources Inventory Area (WRIA) 13 Lead Entity Committee)
7. Request for Proposals and a signed Service Provider Agreement with the chosen consultant
8. Consultant deliverable/invoice review and approval

New Project 8 - Task 100. Deliverables

1. Request for Proposals for stop gap erosion measures and signed Service Provider Agreement with the chosen firm
2. Stakeholder meeting notes and coordination, including emails and letters of support.
3. Three presentations discussing the results of the study for local elected officials, City staff, and stakeholder groups.

Project 8 - Task 200. Contingency - Dependent on funding and City approval

This task provides a discretionary allowance budget task for unanticipated labor, expenses, or professional services not specifically identified in Task 100 in this Scope of Services. No work can be performed under *Task 200 Contingency* without the written authorization from the City.

Project 8 - Task 200. Deliverables

1. To be determined and agreed upon by the City and GEC

B. Project Timeline

Phase	Start Date	End Date	New Schedule
Current State Evaluation	July 2022	May 2023	July 2022 - January 2023
Conceptual Alternatives Analysis	May 2023	December 2023	January 2023- June 2023

C. Project Schedule

Deliverable	Due Date	New Schedule
Task 100. Project Management		
1. Project management plan	July 2022	Completed July 2022
2. Project schedule updated quarterly	October 2023	June 2023
3. Project budget updated quarterly	October 2023	June 2023
4. Monthly reports and invoices	December 2023	June 2023
5. Meeting agendas	October 2023	May 2023
6. Presentations for at least two Public Works Committee meetings (PWC), one City Council (CC) meeting, and one regional workgroup meeting (such as the Watershed Resources Inventory Area (WRIA) 13 Lead Entity Committee)	November 2023	July 2023
7. Request for Proposals and a signed Service Provider Agreement with the chosen consultant	August 2022	SPA with Stantec completed September 2022. RFP and SPA with consultant for erosion due February 2023
8. Consultant deliverable and invoice review and approval	December 2023	July 2023
Task 200. Contingency*		
1. To be determined and agreed upon by the City and GEC	TBD	TBD

*Dependent on funding and City approval

D. Project Management Cost

The estimated total contract amount to complete the professional services identified in this Scope of Services is offered on a time and materials basis not to exceed **\$22,015.00**.

The following are estimated professional services costs for the tasks provided in this

scope of services. The following table is provided only to show the City an approximate breakdown of estimated costs.

Task	Estimated Task Cost from Original Scope	Proposed Budget
Task 100. Project Management*	\$15,470.00	\$19,465.00
Task 200. Contingency*	\$2,550.00	\$2,550.00
Total	\$18,020.00	\$22,015.00

*Dependent on funding and City approval

A. Funding Structure

Phase	Original Budget	Updated Budget	Source
Current State Evaluation	\$30,000.00	\$100,000.00	
Conceptual Alternatives Analysis	\$35,000.00	\$177,361.00	
Tasks Outlined Above	\$18,020.00	\$22,015.00	
Total	\$83,020.00	\$299,376.00	\$250,000 allocation from the WA State Legislature \$50,000 from the City of Tumwater Storm Drain Fund

NEW Project 10 - Somerset Hill Dr Culvert Replacement and Bank Stabilization

The Somerset Hill Dr Culvert Replacement and Bank Stabilization project aims to replace the undersized culvert conveying Percival Creek under Somerset Hill Dr. The goals of this project are two fold: 1) improve fish passage by replacing the undersized culvert and 2) reduce bank erosion by realigning the creek following more natural conditions.

This site was identified as a priority during 2022 as Tumwater field crews noticed a large amount of bank erosion at the downstream end of the pipe that conveys Percival Creek under Somerset Hill Drive. The current alignment of the culvert means that high velocity flows are directly discharged into the bank, leading to large amounts of erosion and undercutting. The bank stability has been reduced as a result of this erosion, putting in jeopardy a very large fir tree. Water Resources and Sustainability staff believe that if the tree were to fall it would break the 8 inch sewer line that runs from the neighborhood to the north to the main sewer line along Somerset Hill Dr.

The current culvert was last surveyed by the Washington Department of Fish and Wildlife in 2015 and was identified as a partial barrier due to velocity. The South Puget Sound Salmon Enhancement Group will be resurrecting the culvert on November 9 in order to determine if that passibility rating has changed in the seven years since it was last surveyed.

This project has two main timelines, the first being stop gap measures during the winter of 2022 to reduce bank erosion in the interim before a larger scale solution can be found. The second phase of the project will be the long term solution, which will likely include the removal of the culvert, replacement with a bridge, and realignment of the creek to mimic natural conditions and divert flows away from the eroded bank. Greer Environmental Consulting is currently in the process of finding a contractor who could sand bag the site this winter and an arborist to evaluate the fir tree to determine risk level and options for if the tree does need to be removed.

Greer Environmental Consulting proposes the following scope of work for the project. The scope of work is based on a four-phase approach to the project: stop-gap measures, grant applications, design/permitting, and construction. The stop-gap measures will take place between November 2022 and February 2023. Grant applications will be submitted between December 2022 and June 2023. The design and permitting phase will take place between July 2023 and December 2024, while the construction phase will start in March 2025 and end in December 2025 depending on grant funding availability.

A. Scope of Services

Project 10 - Task 100. Project Management

This task covers project management work associated with executing the project and includes the following:

- Prepare a project management plan
- Manage the project schedule

- Manage the project risks
- Handle project communications
- Manage project team members, including other consultants
- Engage with stakeholders, City, consultants, and affected/interested members of the public
- Manage the scope and project budget

This task includes providing up-to-date project schedules, regular project status updates at a minimum every two-week interval during active phases of the project and a monthly project billing report.

Project 10 - Task 100. Deliverables

1. Project management plan
2. Project schedule updated quarterly
3. Project budget updated quarterly
4. Monthly reports and invoices
5. Meeting agendas
6. Presentations for at least two Public Works Committee meetings (PWC), one City Council (CC) meeting, and one regional workgroup meeting (such as the Watershed Resources Inventory Area (WRIA) 13 Lead Entity Committee)
7. Consultant deliverable/invoice review and approval

Project 10 - Task 200. Permit and Agreement Management

This task covers the completion and/or submission of all necessary permits and agreements to complete the project while complying with all local, state, and federal regulations. Anticipated permits and agreements include, but are not limited to:

- Manage Cultural Resources Report
 - Completed by reputable cultural resources firm
 - Coordination with local stakeholders by Greer Environmental Consulting (GEC)
- Apply for Joint Aquatic Resource Permit Application (JARPA) and Hydraulic Project Approval (HPA)
 - Emergency HPA submitted by GEC
 - JARPA drawings completed by hired engineering firm
 - JARPA application submitted by GEC
- Apply for Right of Way Permit
- Complete Request for Proposal (RFP) document(s) or Request for Qualifications (RFQ) document(s)
- Manage Service Provider Agreements
 - Stop Gap Measure Firm (likely JP Huta Underground)
 - Design and Permitting Firm
 - Cultural Resources Firm
- Apply for Construction Stormwater General Permit

This task includes completion, submission, and communication with permitting agencies and relevant stakeholders.

Project 10 - Task 200. Deliverables

1. Emergency HPA application
2. JARPA application
3. Request for Proposals/Qualifications documents
4. Signed service provider agreement(s)
5. Construction stormwater general permit application

Project 10 - Task 300. Grant Management

This task covers all aspects of grant management to acquire the majority of funding for both phases of the project. This includes grant research, writing, negotiating, management, and closeout.

Project 10 - Task 300. Deliverables

1. Grant application(s) for project design and construction
2. Negotiated grant agreement(s)
3. Quarterly progress and payment reports
4. Closeout report(s) for funding agencies

Project 10 - Task 400. Construction Management - Dependent on funding and City approval

This task covers construction management work associated with constructing the project and includes the following:

- Acquire permits, easements, and agreements
- Manage bid process and documentation
- Engage stakeholders
- Prepare final project documentation, including photos and videos

Project 10 - Task 400. Deliverables

1. Bid documentation
2. Project closeout report for the City of Tumwater

Project 10 - Task 500. Contingency - Dependent on funding and City approval

This task provides a discretionary allowance budget task for unanticipated labor, expenses, or professional services not specifically identified in Tasks 100-400 in this Scope of Services. No work can be performed under *Task 500 Contingency* without the written authorization from the City.

Project 10 - Task 500. Deliverables

1. To be determined and agreed upon by the City and GEC

B. Project Timeline

Phase	Start Date	End Date
Stop Gap Measures	November 2022	February 2023
Grant Applications	December 2022	June 2023
Design and Permitting	July 2023	December 2024
Construction	March 2025	December 2025

C. Project Schedule

Deliverable	Due Date
Task 100. Project Management	
1. Project management plan	December 2022
2. Project schedule updated quarterly	December 2025
3. Project budget updated quarterly	December 2025
4. Monthly reports and invoices	December 2025
5. Meeting agendas	December 2025
6. Presentations for at least two PWC, one CC meeting, and one regional workgroup meeting (such as the WRIA 13 Lead Entity Committee)	April 2024
7. Consultant deliverable and invoice review and approval	December 2025
Task 200. Permit and Agreement Management	
1. Emergency HPA Application	December 2022
2. JARPA application	February 2024
3. Request for Proposals/Qualifications documents	August 2023
4. Signed service provider agreements	December 2023
5. Construction stormwater general permit application	March 2025
Task 300. Grant Management	
1. Grant application(s) for project design and construction	November 2023
2. Negotiated grant agreement(s)	January 2024
3. Quarterly progress and payment reports	December 2025
4. Closeout report(s) for funding agencies	December 2025

Deliverable	Due Date
Task 400. Construction Management*	
1. Bid documentation	May 2025
2. Project closeout report for the City of Tumwater	October 2025
Task 500. Contingency*	
1. To be determined and agreed upon by the City and GEC	TBD

*Dependent on funding and City approval

D. Project Management Cost

The estimated total contract amount to complete the professional services identified in this Scope of Services is offered on a time and materials basis not to exceed **\$42,095.00**. The following are estimated professional services costs for the tasks provided in this scope of services. The following table is provided only to show the City an approximate breakdown of estimated costs.

Task	Estimated Task Cost
Task 100. Project Management	\$20,145.00
Task 200. Permit and Agreement Management	\$4,335.00
Task 300. Grant Management	\$10,625.00
Task 400. Construction Management*	\$2,040.00
Task 500. Contingency*	\$4,950.00
Total	\$42,095.00

*Dependent on funding and City approval

E. Funding Structure

Phase	Budget	Source
Final PS&E	~\$400,000	To be determined
Construction	~\$8,000,000	To be determined
Tasks Outlined Above	\$42,095.000	
Total	\$8,442,095.00	

Appendix A - Rate Structure

Greer Environmental Consulting Rate Structure as of January 1, 2023. Rates are subject to change annually, updated rates and categories of work available upon request.

Category of Work	Hourly Rate
Project Management (budget, scope, consultant management, stakeholder engagement)	\$88
WRS Existing Program Support	\$52
Project Conceptualization (new project conceptualization including budgets and schedules)	\$62
Additional Grant Management (researching, applying for, managing, and closing out of grants not outlined above)	\$57
Additional Permit Management (applying, coordinating, and managing new permits not outlined above)	\$57
Miscellaneous Support	\$62

TO: Public Works Committee
FROM: Dan Smith, Water Resources & Sustainability Director
DATE: January 5, 2023
SUBJECT: Water System Capacity Update

1) Recommended Action:

None, this item is for discussion only.

2) Background:

Staff will review the City's current water utility system capacity, both from a physical ability to produce and distribute water, as well as available water rights, and future proposed projects.

3) Policy Support:

Not applicable.

4) Alternatives:

Not applicable.

5) Fiscal Notes:

Not applicable.

6) Attachments:

- A. 2020 Water System Plan, Figure 4.5: MDD Supply Strategy Analysis
- B. 2020 Water System Plan, Figure 4.6: ADD Supply Strategy Analysis

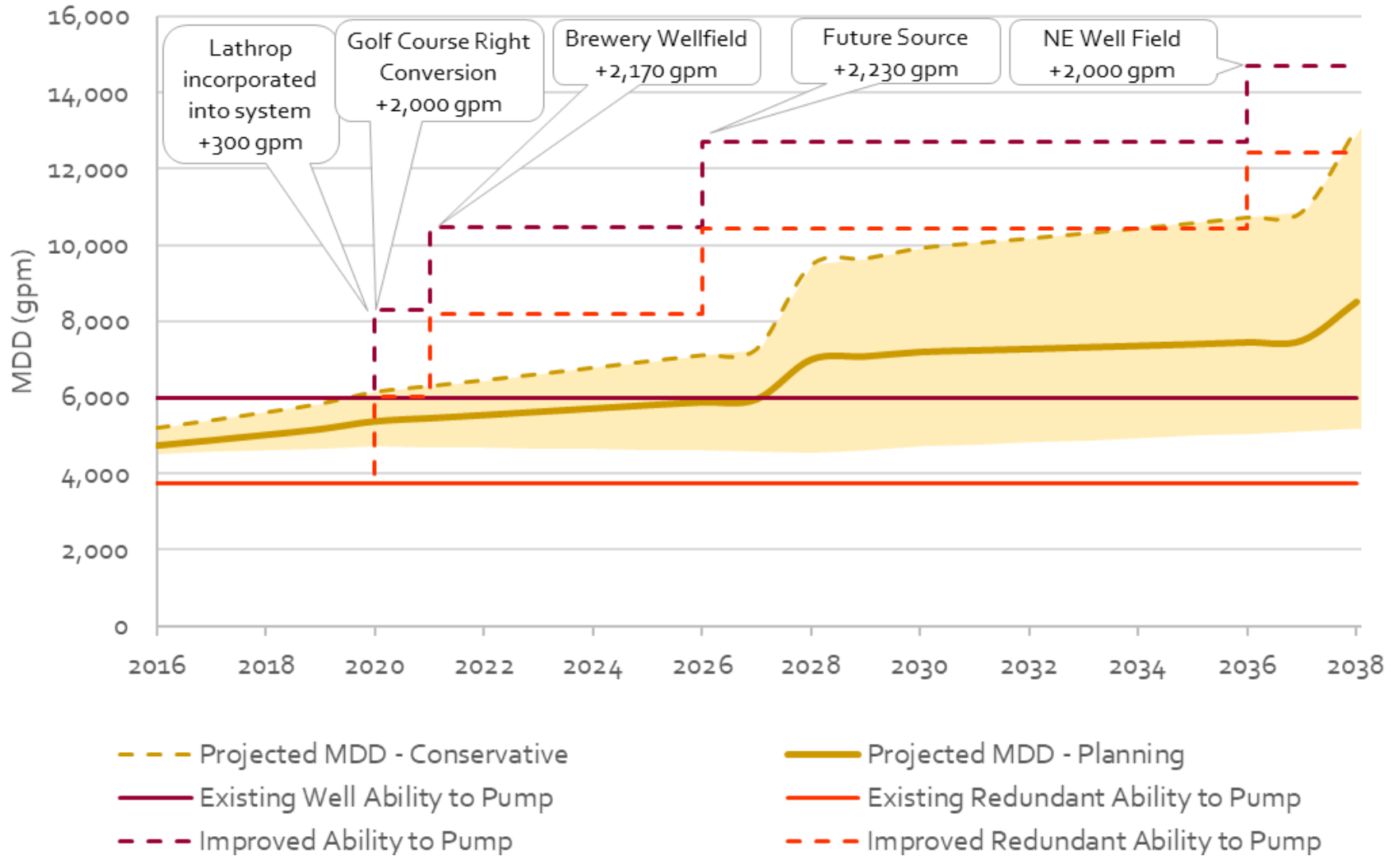


Figure 4.5 MDD Supply Strategy Analysis

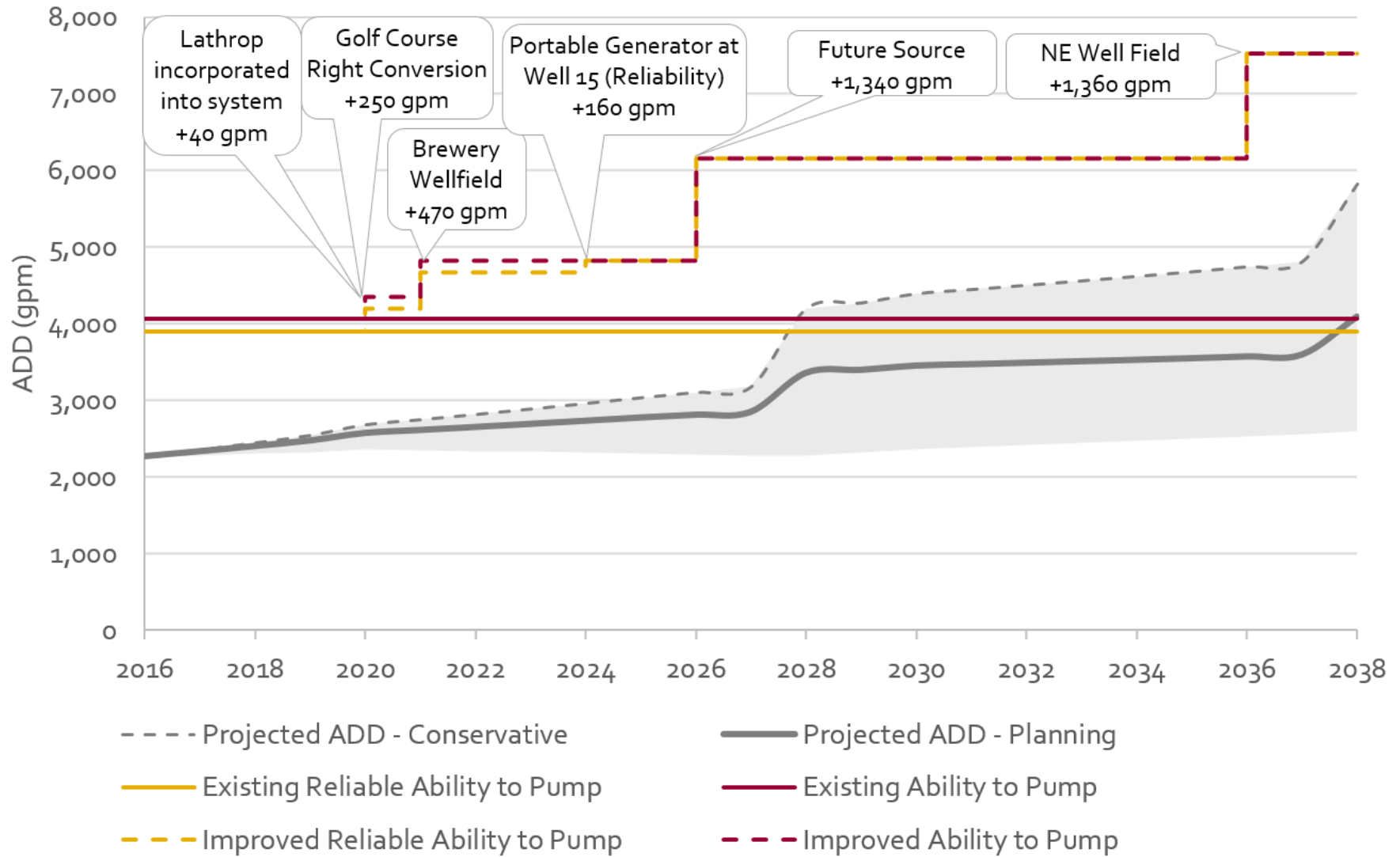


Figure 4.6 ADD Supply Strategy Analysis