



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Monday, November 4, 2019

7:00 PM

Council Chambers

Special Meeting

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION

- 2.A [19-1020](#) Special Recognition - Proclamation Recognizing the 100 year Anniversary of Veterans of Foreign War Post Ira L. Cater Post 318

Attachments: [Proclamation](#)

- 2.B [19-1021](#) Special Recognition - Proclamation Recognizing City Manager Steve Hall on the Occasion of his Retirement

Attachments: [Proclamation](#)

3. PUBLIC COMMENT

(Estimated Time: 0-30 Minutes) (Sign-up Sheets are provided in the Foyer.)

During this portion of the meeting, citizens may address the City Council regarding items related to City business, including items on the Agenda. In order for the City Council to maintain impartiality and the appearance of fairness in upcoming matters and to comply with Public Disclosure Law for political campaigns, speakers will not be permitted to make public comments before the Council in these three areas: (1) on agenda items for which the City Council either held a Public Hearing in the last 45 days, or will hold a Public Hearing within 45 days, or (2) where the public testimony may implicate a matter on which the City Council will be required to act in a quasi-judicial capacity, or (3) where the speaker promotes or opposes a candidate for public office or a ballot measure.

Individual comments are limited to three (3) minutes or less. In order to hear as many people as possible during the 30-minutes set aside for Public Communication, the City Council will refrain from commenting on individual remarks until all public comment has been taken. The City Council will allow for additional public comment to be taken at the end of the meeting for those who signed up at the beginning of the meeting and did not get an opportunity to speak during the allotted 30-minutes.

COUNCIL RESPONSE TO PUBLIC COMMENT (Optional)

4. CONSENT CALENDAR

(Items of a Routine Nature)

- 4.A [19-1023](#) Approval of October 29, 2019 Study Session Meeting Minutes
Attachments: [Minutes](#)
- 4.B [19-1024](#) Approval of October 29, 2017 City Council Meeting Minutes
Attachments: [Minutes](#)
- 4.C [19-1022](#) Bills and Payroll Certification
Attachments: [Bills and Payroll](#)
- 4.D [19-0989](#) Approval of a Resolution Approving the Terms and Conditions of a U.S. Environmental Protection Agency Cooperative Agreement and Accepting a \$600,000 Brownfield Assessment Grant
Attachments: [Resolution](#)
 [Agreement](#)
 [Selection Letter](#)

4. SECOND READINGS (Ordinances) - None

4. FIRST READINGS (Ordinances)

- 4.E [19-0991](#) Approval of an Ordinance Imposing the Maximum Sales and Use Tax for Affordable Housing Permitted by SHB 1406
Attachments: [Ordinance](#)

5. PUBLIC HEARING - None

6. OTHER BUSINESS

- 6.A [19-1013](#) 2020 Legislative Overview
Attachments: [Olympia Draft 2020 Legislative Agenda](#)

7. CONTINUED PUBLIC COMMENT

(If needed for those who signed up earlier and did not get an opportunity to speak during the allotted 30 minutes)

8. REPORTS AND REFERRALS

8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

8.B CITY MANAGER'S REPORT AND REFERRALS

9. ADJOURNMENT

The City of Olympia is committed to the non-discriminatory treatment of all persons in employment and

the delivery of services and resources. If you require accommodation for your attendance at the City Council meeting, please contact the Council's Executive Assistant at 360.753.8244 at least 48 hours in advance of the meeting. For hearing impaired, please contact us by dialing the Washington State Relay Service at 7-1-1 or 1.800.833.6384.



City Hall
601 4th Avenue E.
Olympia, WA 98501
360-753-8244

City Council

Special Recognition - Proclamation Recognizing the 100 year Anniversary of Veterans of Foreign War Post Ira L. Cater Post 318

Agenda Date: 11/4/2019
Agenda Item Number: 2.A
File Number: 19-1020

Type: recognition **Version:** 1 **Status:** Recognition

Title

Special Recognition - Proclamation Recognizing the 100 year Anniversary of Veterans of Foreign War Post Ira L. Cater Post 318

Recommended Action

Committee Recommendation:

[Not referred to a committee.]

City Manager Recommendation:

Recognize the 100 year Anniversary of Post Ira L. Cater Post 318.

Report

Issue:

Whether to Recognize the 100 year Anniversary of Veterans of Foreign War Post 318.

Staff Contact:

Susan Grisham, Executive Assistant, 360.753.8244

Presenter(s):

VFW Adjutant John Kalat

Background and Analysis:

On November 8, 2019 Olympia Veterans of Foreign Wars (VFW) Post 318, located at 2902 Martin Way E, will celebrate its centennial anniversary. For 100 years the Post 318 has proudly and with dedication served the veterans, military and their families in the Olympia and surrounding community.

The VFW traces its roots back to 1899 when veterans of the Spanish-American War and the Philippine Insurrection founded local organizations to secure rights and benefits for their service: Many arrived home wounded or sick. There was no medical care or veterans' pension and they were left to care for themselves.

Some of these veterans banded together and formed organizations with what would become known

as the Veterans of Foreign Wars of the United States. After chapters were formed in Ohio, Colorado and Pennsylvania, the movement quickly gained momentum. By 1915, membership grew to 5,000; by 1936, membership was almost 200,000.

Since then, the VFW's has been instrumental in establishing the Veterans Administration, creating a GI bill, the development of the national cemetery system and the fight for compensation for Vietnam vets exposed to Agent Orange and for veterans diagnosed with Gulf War Syndrome. In 2008, VFW was instrumental in the passing of a GI Bill for the 21st Century, giving expanded educational benefits to America's active-duty service members, and members of the Guard and Reserves, fighting in Iraq and Afghanistan. The VFW also has fought for improving VA medical centers services for women veterans.

Attachments:

Proclamation

PROCLAMATION

WHEREAS, Ira L. Cater Veterans of Foreign Wars Post 318 and Auxiliary founded in Olympia, Washington in 1919 has provided a century of service to veterans and their families; and

WHEREAS, VFW Post 318 conducts community outreach to veterans in the form of a food locker, emergency assistance, Christmas baskets and assistance with veteran's claims by providing a dedicated Service Officer; and

WHEREAS, VFW Post 318 works tirelessly requesting donations through activities such as coffee stops, buddy poppies, raffles, bazaars, rummage sales, and aluminum recycling events for donations to veterans organizations including the USO at JBLM, VA, Fisher House at JBLM, and the State and National Children's Homes; and

WHEREAS, VFW Post 318 members have been serving disabled and aging veterans in nursing homes, hospitals, the Veterans Administration at American Lake, and JBLM through outreach visits and events; and

WHEREAS, VFW Post 318 is proud to provide an honor guard for any veteran's memorial; and

WHEREAS, VFW Post 318 serves the community by posting colors on Memorial Day, Veteran's Day, POW/MIA Day, Relay for Life, and other ceremonies in Olympia and surrounding areas; and

WHEREAS, VFW Post 318 facilities are used for weddings, retirement parties, memorials, meetings of other Veterans organizations and business events; and

WHEREAS, VFW Post 318 proudly hosts the Quilts of Valor presentations whose mission is to cover service members and veterans touched by war with comforting and healing Quilts of Valor; and

WHEREAS, VFW Post 318 honors families by serving breakfast for Mother's Day and Father's Day; and

WHEREAS, VFW Post 318 serves a monthly breakfast to the USMC league; and

WHEREAS VFW Post 318 holds a Fourth of July Color Guard Picnic open to the public; and

WHEREAS, VFW Post 318 provides outreach to the young by hosting Patriot's Pen and Voice of Democracy essays for school scholarships; and

NOW THEREFORE, BE IT RESOLVED, that the Olympia City Council does hereby proclaim November 8, 2019 as

IRA L. CATER VFW POST 318 AND AUXILIARY CENTENNIAL DAY

in Olympia, Washington and I urge all people of this city to join me in thanking them for their service to our community.

SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 4th DAY OF NOVEMBER 2019.

OLYMPIA CITY COUNCIL

***Cheryl Selby
Mayor***



City Hall
601 4th Avenue E.
Olympia, WA 98501
360-753-8244

City Council

Special Recognition - Proclamation Recognizing City Manager Steve Hall on the Occasion of his Retirement

Agenda Date: 11/4/2019
Agenda Item Number: 2.B
File Number: 19-1021

Type: recognition **Version:** 1 **Status:** Recognition

Title

Special Recognition - Proclamation Recognizing City Manager Steve Hall on the Occasion of his Retirement

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

N/A

Report

Issue:

Whether to Recognize Steve Hall on the occasion of his retirement.

Staff Contact:

Susan Grisham, Executive Assistant, 360.753.8244

Presenter(s):

Mayor Selby

Background and Analysis:

City Manager Steve Hall began his service to the City of Olympia when he was appointed Assistant City Manager in 1990. In 2003 he was appointed as City Manager. We will recognize Steve, as he retires after 30 years of service to the City of Olympia, it's City Councils and citizens.

Attachments:

Proclamation

PROCLAMATION

WHEREAS, Steve Hall has served the City of Olympia since 1990, first as Assistant City Manager and then as City Manager since 2003; and

WHEREAS, Steve has been a leader in the work of city management both nationally and within the state of Washington, serving on the Board of Directors of the Washington City/County Managers Association, on the Executive Committee of the Washington Cities Insurance Authority and on the International City Managers Retirement Corporation Advisory Board; and

WHEREAS, Steve has set a tone within Olympia city government of flexibility, creativity and responsiveness and consistently encourages City staff to “find one way to say yes instead three ways to say no”; and

WHEREAS, Steve has built an employee community of talented, hard-working staff members focused on working together to make a difference in the lives of Olympia residents and he has also created a culture of fun, humor and trust for them to work in; and

WHEREAS, Steve’s ability to build and maintain rich, positive relationships has made the City of Olympia a sought-after and trusted partner to community organizations, citizen groups and our neighboring government and tribal jurisdictions; and

WHEREAS, under Steve’s leadership, the City of Olympia survived the Great Recession, faced the reality of climate change, and led the region in responding to homelessness; and

WHEREAS, Steve consistently searches for compassionate and multifaceted solutions to the biggest and most intractable of issues facing our community; and

WHEREAS, Steve has lived, worked and modeled the values of the City of Olympia: Effectiveness, Compassion and Integrity, and

WHEREAS, Steve leaves a legacy of economic development, a new City Hall, the Hands on Children’s Museum and a well of good will in the community; and

NOW THEREFORE, BE IT RESOLVED, that the Olympia City Council does hereby honor

***STEVE HALL FOR HIS 30 YEARS OF SERVICE
TO THE RESIDENTS OF OLYMPIA***

and wish him great fun and safe travels in his retirement.

***SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 4TH DAY OF
NOVEMBER 2019.***

OLYMPIA CITY COUNCIL

***Cheryl Selby
Mayor***



City Hall
601 4th Avenue E.
Olympia, WA 98501
360-753-8244

City Council

Approval of October 29, 2019 Study Session Meeting Minutes

Agenda Date: 11/4/2019
Agenda Item Number: 4.A
File Number: 19-1023

Type: minutes **Version:** 1 **Status:** Consent Calendar

Title

Approval of October 29, 2019 Study Session Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, October 29, 2019

5:30 PM

Council Chambers

Study Session

1. ROLL CALL

Present: 5 - Mayor Cheryl Selby, Mayor Pro Tem Jessica Bateman, Councilmember Jim Cooper, Councilmember Clark Gilman and Councilmember Nathaniel Jones

Excused: 2 - Councilmember Lisa Parshley and Councilmember Renata Rollins

2. BUSINESS ITEM

2.A [19-0967](#) Olympia Hearing Examiner Briefing

Mayor Selby introduced Planning & Engineering Manager Tim Smith who discussed the duties of Hearing Examiner Mark Scheibmeir.

Mr. Scheibmeir discussed his role and responsibilities as Hearings Examiner along with recently approved projects.

Councilmembers asked clarifying questions.

The study session was completed.

3. ADJOURNMENT

The meeting adjourned at 6:10 p.m.



City Hall
601 4th Avenue E.
Olympia, WA 98501
360-753-8244

City Council

Approval of October 29, 2019 City Council Meeting Minutes

Agenda Date: 11/4/2019
Agenda Item Number: 4.B
File Number: 19-1024

Type: minutes **Version:** 1 **Status:** Consent Calendar

Title

Approval of October 29, 2019 City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, October 29, 2019

7:00 PM

Council Chambers

1. ROLL CALL

Present: 5 - Mayor Cheryl Selby, Mayor Pro Tem Jessica Bateman, Councilmember Jim Cooper, Councilmember Clark Gilman and Councilmember Nathaniel Jones

Excused: 2 - Councilmember Lisa Parshley and Councilmember Renata Rollins

1.A ANNOUNCEMENTS

Mayor Selby noted the Council met earlier in a Study Session where no decisions were made.

City Manager Steve Hall discussed a flyer that was recently sent to citizens regarding an initiative that would remove the City's ability to collect funds for the Transportation Benefit District. He apologized for any upset caused to citizens, and noted the City will work with the Public Disclosure Commission regarding a complaint they received.

Community Planning & Development Director Keith Stahley discussed cold weather sheltering options.

1.B APPROVAL OF AGENDA

The agenda was approved.

2. SPECIAL RECOGNITION

2.A [19-0985](#) Special Recognition - Introduction of Fire Chief Mark John

Mr. Hall introduced Olympia's new Fire Chief Mark John. Chief John said a few words regarding joining the City of Olympia.

The recognition was received.

2.B [19-0971](#) Special Recognition - Introduction of City Building Official Larry Merrell

Community Planning & Development Deputy Director Leonard Bauer introduced new Building Official Larry Merrell. Mr. Merrill said a few words regarding his new role and noted he previously served as the City Building Inspector Supervisor.

The recognition was received.

3. PUBLIC COMMENT

The following people spoke: Jerry Dierker, Candace Mercer, Rene Dars, Sara Joseph, Linda Ann Moniz, Walker Stephens, Wendy Tanowitz, Nick Schmidt, and Thomas Anney.

4. CONSENT CALENDAR

- 4.A [19-0981](#) Approval of October 15, 2019 Study Session Meeting Minutes

The minutes were adopted.

- 4.B [19-0982](#) Approval of October 15, 2019 City Council Meeting Minutes

The minutes were adopted.

- 4.C [19-0975](#) Approval of Updates to the City's Investment Policy

The decision was adopted.

- 4.D [19-0980](#) Approval of a Resolution Authorizing the Maximum Sales and Use Tax for Affordable Housing Permitted by SHB 1406

The resolution was adopted.

- 4.E [19-0927](#) Approval of a Resolution Authorizing Participation in the National Cooperative Purchasing Alliance Program

The resolution was adopted.

- 4.F [19-0699](#) Approval of a Resolution Authorizing an Interlocal Agreement with Olympia, Lacey, Tumwater and Thurston County for Environmental Education and Outreach

The resolution was adopted.

- 4.G [19-0979](#) Approval of a Resolution Authorizing an Interlocal Agreement with Lewis County for Use of Jail Facilities and Services

The resolution was adopted.

- 4.H [19-0925](#) Approval of a Resolution Authorizing a Professional Services Agreement for the Waste ReSources Carpenter Road Facility

The resolution was adopted.

- 4.I [19-0978](#) Approval of a Resolution Authorizing the Purchase of Real Estate Owned by Barbara J. Pettus

The resolution was adopted.

Approval of the Consent Agenda

Mayor Pro Tem Bateman moved, seconded by Councilmember Cooper, to adopt the Consent Calendar. The motion carried by the following vote:

Aye: 5 - Mayor Selby, Mayor Pro Tem Bateman, Councilmember Cooper, Councilmember Gilman and Councilmember Jones

Excused: 2 - Councilmember Parshley and Councilmember Rollins

4. SECOND READINGS (Ordinances) - None

4. FIRST READINGS (Ordinances) - None

5. PUBLIC HEARING

5.A [19-0968](#) Public Hearing on Community Development Block Grant (CDBG) Program Year 2018 Annual Report

Community Development Block Grant (CDBG) Program Manager Anna Schlecht gave an overview of the CDBG Program Year 2018 Consolidated Plan and accomplishments.

Mayor Selby opened the hearing at 8:06 p.m. No one spoke. The hearing closed at 8:06 p.m.

The public hearing was held and closed.

5.B [19-0984](#) Public Hearing on the Preliminary Capital Facilities Plan and 2020-2025 Financial Plan

Administrative Services Director Debbie Sullivan gave an overview of the Preliminary Capital Facilities Plan (CFP) and 2020-2025 Financial Plan and next steps.

Assistant Superintendent Jennifer Priddy discussed the Olympia School District's 2020 - 2025 CFP.

Planning Commission Chair Rad Cunningham shared the Planning Commission's feedback on the CFP. Bicycle Pedestrian Advisory Committee Chair Brittany Yunker Carlson shared the BPAC's feedback on the CFP.

Councilmembers asked clarifying questions.

Mayor Selby opened the hearing at 8:42 p.m. No one spoke. The hearing closed at 8:42 p.m.

The public hearing was held and closed. Written comments will be accepted until 5:00 p.m. November 19.

6. OTHER BUSINESS**6.A** [19-0987](#) Presentation of the 2020 Preliminary Operating Budget

Mr. Hall and Ms. Sullivan gave an overview of the 2020 Preliminary Operating Budget.

Councilmembers asked clarifying questions.

The discussion was completed.

7. CONTINUED PUBLIC COMMENT - None**8. REPORTS AND REFERRALS****8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS**

Councilmembers reported on meetings and events attended.

8.B CITY MANAGER'S REPORT AND REFERRALS

Mr. Hall reported the 26th avenue sidewalk and watermain project has started. He also discussed the City of Olympia Women's group and thanked Strategic Communications Director Kellie Purce Braseth and Ms. Sullivan for their work developing the group.

9. ADJOURNMENT

The meeting adjourned at 9:39 p.m.



City Hall
601 4th Avenue E.
Olympia, WA 98501
360-753-8244

City Council

Bills and Payroll Certification

Agenda Date: 11/4/2019
Agenda Item Number: 4.C
File Number: 19-1022

Type: decision **Version:** 1 **Status:** Consent Calendar

Title

Bills and Payroll Certification

7. I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN, THAT ANY ADVANCE PAYMENT IS DUE AND PAYABLE PURSUANT TO A CONTRACT OR IS AVAILABLE AS AN OPTION FOR FULL OR PARTIAL FULFILLMENT OF A CONTRACTUAL OBLIGATION, AND THAT THE CLAIMS ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF OLYMPIA, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIMS'. AND,

8. I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT CLAIMS FOR EMPLOYEE AND OFFICER EXPENSES ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF OLYMPIA, AND THAT I AM AUTHORIZED TO CERTIFY SAID CLAIMS".

| | | | |
|--|-----------------|---------|------------------|
| FOR PERIOD | <u>9/8/2019</u> | | <u>9/14/2019</u> |
| FOR A/P ACH PAYMENTS and A/P CHECKS NUMBERED | <u>371823</u> | THROUGH | <u>3719125</u> |
| FOR OTHER ELECTRONIC PAYMENTS DATED | | THROUGH | |

INCLUSIVE IN THE AMOUNT TOTALING

DATED

ADMINISTRATIVE SERVICES DIRECTOR

TOTAL APPROVED FOR PAYMENT
FUND

| | | |
|--------------|-----|---------------------------------|
| \$448,304.92 | 001 | GENERAL FUND |
| \$0.00 | 002 | SHOP FACILITIES |
| \$14,853.56 | 003 | REVOLVING ACCOUNT FUND |
| \$0.00 | 004 | URBAN ARTERIAL FUND |
| \$0.00 | 005 | Development Fee Revenue |
| \$2,814.39 | 007 | Parking Fund |
| \$16,459.97 | 014 | LEOFF 1 OPEB Trust Fund |
| \$0.00 | 21 | Washington Center Endow |
| \$341.40 | 025 | WASHINGTON CENTER |
| \$107.00 | 026 | MUNICIPAL ARTS FUND |
| \$135.04 | 029 | EQUIP & FACIL REPLACE RES |
| \$1,265.60 | 107 | HUD |
| \$0.00 | 108 | HUD |
| \$0.00 | 127 | IMPACT FEES |
| \$0.00 | 130 | SEPA MITIGATION FUND |
| \$0.00 | 132 | LODGING TAX FUND |
| \$0.00 | 133 | ARTS AND CONFERENCE FUND |
| \$0.00 | 134 | PARKS AND REC SIDEWALK UT TAX |
| \$341.23 | 135 | PARKING BUSINESS IMP AREA |
| \$0.00 | 136 | FARMERS MKRT REPAIR/REPLC |
| \$0.00 | 137 | CHILDREN'S HANDS ON MUSEUM |
| \$190.15 | 138 | TRANS BENEFIT DISTRICT |
| \$0.00 | 141 | Oly Metro Park District |
| \$16,094.65 | 142 | HOME FUND |
| \$0.00 | 208 | LID OBLIGATION CONTROL |
| \$0.00 | 216 | 4th/5th AVE PW TRST |
| \$0.00 | 223 | LTGO BOND FUND '06-PARKS |
| \$0.00 | 224 | UTGO BOND FUND 2009 FIRE |
| \$0.00 | 225 | CITY HALL DEBT FUND |
| \$0.00 | 226 | 2018 LTGO BOND-STREETPROJ |
| \$0.00 | 227 | LOCAL DEBT FUND |
| \$0.00 | 228 | 2010B LTGO BONDS-HOCM |
| \$0.00 | 230 | LTGO Bond Fund 2016 |
| \$228,314.81 | 317 | CIP |
| \$0.00 | 322 | 45th AVE CORRIDOR/BRIDGE |
| \$0.00 | 323 | CIP CONSTR FUND - PARKS |
| \$0.00 | 324 | FIRE STATION 4 CONSTRUCT |
| \$0.00 | 325 | CITY HALL CONST |
| \$0.00 | 326 | TRANSPORTATION CONST |
| \$0.00 | 329 | GO BOND PROJECT FUND |
| \$0.00 | 351 | FIRE EQUIPMENT REPLACEMENT FUND |
| \$11,407.85 | 401 | WATER |
| \$1,801.31 | 402 | SEWER |
| \$64,284.72 | 403 | SOLID WASTE |
| \$1,590.74 | 404 | STORM AND SURFACE WATER |
| \$0.00 | 418 | Stormwater Debt Service Fund |
| \$591.29 | 434 | STORM AND SURFACE WATER CIP |
| \$2,036.52 | 461 | WATER CIP FUND |
| \$4,450.99 | 462 | SEWER CIP FUND |
| \$0.00 | 463 | SOLID WASTE/ADVERTISING |
| \$1,249.30 | 501 | EQUIPMENT RENTAL |
| \$0.00 | 502 | C R EQUIPMENT RENTAL |
| \$0.00 | 503 | UNEMPLOYMENT COMPENSATION |
| \$0.00 | 504 | INS TRUST FUND |
| \$748.00 | 505 | WORKERS COMPENSATION |
| \$0.00 | 604 | FIREMEN'S PENSION FUND |
| \$0.00 | 605 | CUSTOMERS WATER RESERVE |
| \$0.00 | 621 | WASHINGTON CENTER ENDOW |
| \$0.00 | 631 | PUBLIC FACILITIES |
| \$0.00 | 682 | LAW ENFORCEMENT RECORD MGMTSYS |
| \$0.00 | 701 | PARKS-NEIGHBORHOOD |
| \$0.00 | 702 | PARKS-COMMUNITY |
| \$0.00 | 703 | PARKS-OPEN SPACE |
| \$0.00 | 707 | PARKS-SPECIAL USE |
| \$0.00 | 711 | TRANSPORTATION |
| \$0.00 | 720 | SCHOOLS |

Reconciliation of Superior All Checks Register to Expenditure Summary

Data From Superior All Checks Register

[illegible]

| | |
|-----------------|-------------|
| Subtotal | 0.00 |
|-----------------|-------------|

00

VOID CHECKS 1788 821

EFT 275,461.41

| | |
|------------|------------|
| A/P Checks | 542,710.83 |
|------------|------------|

| | |
|-------------|------------|
| Grand Total | 817,383.42 |
|-------------|------------|

| | |
|-------|------|
| Proof | 0.00 |
|-------|------|

CITY OF OLYMPIA
EXPENDITURE SUMMARY

"I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN, THAT ANY ADVANCE PAYMENT IS DUE AND PAYABLE PURSUANT TO A CONTRACT OR IS AVAILABLE AS AN OPTION FOR FULL OR PARTIAL FULFILLMENT OF A CONTRACTUAL OBLIGATION, AND THAT THE CLAIMS ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF OLYMPIA, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIMS", AND,

"I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT CLAIMS FOR EMPLOYEE AND OFFICER EXPENSES ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF OLYMPIA, AND THAT I AM AUTHORIZED TO CERTIFY SAID CLAIMS".

FOR PERIOD 9/15/2019 9/21/2019

FOR A/P ACH PAYMENTS and A/P CHECKS NUMBERED 3719126 THROUGH 3719350

FOR OTHER ELECTRONIC PAYMENTS DATED THROUGH

INCLUSIVE IN THE AMOUNT TOTALING

DATED 9-24-19

ADMINISTRATIVE SERVICES DIRECTOR
Robert L. Sullivan

TOTAL APPROVED FOR PAYMENT

| FUND | |
|----------------|-------------------------------------|
| \$580,209.55 | 001 GENERAL FUND |
| \$0.00 | 002 SHOP FACILITIES |
| \$15,711.87 | 003 REVOLVING ACCOUNT FUND |
| \$0.00 | 004 URBAN ARTERIAL FUND |
| \$68,556.03 | 006 Development Fee Revenue |
| \$11,309.84 | 007 Parking Fund |
| \$566.38 | 014 LEOFF 1 OPEB Trust Fund |
| \$6,800.02 | 21 Washington Center Endow |
| \$39,368.50 | 025 WASHINGTON CENTER |
| \$0.00 | 026 MUNICIPAL ARTS FUND |
| \$213.27 | 029 EQUIP & FACIL REPLACE RES |
| \$0.00 | 107 HUD |
| \$0.00 | 108 HUD |
| \$0.00 | 127 IMPACT FEES |
| \$0.00 | 130 SEPA MITIGATION FUND |
| \$18,837.34 | 132 LODGING TAX FUND |
| \$0.00 | 133 ARTS AND CONFERENCE FUND |
| \$0.00 | 134 PARKS AND REC SIDEWALK UT TAX |
| \$0.00 | 135 PARKING BUSINESS IMP AREA |
| \$0.00 | 136 FARMERS MKRT REPAIR/REPLC |
| \$0.00 | 137 CHILDREN'S HANDS ON MUSEUM |
| \$0.00 | 138 TRANS BENEFIT DISTRICT |
| \$0.00 | 141 Oly Metro Park District |
| -\$5,144.19 | 142 HOME FUND |
| \$0.00 | 208 LID OBLIGATION CONTROL |
| \$0.00 | 216 4th/5th AVE PW TRST |
| \$0.00 | 223 LTGO BOND FUND '06-PARKS |
| \$0.00 | 224 UTGO BOND FUND 2009 FIRE |
| \$0.00 | 225 CITY HALL DEBT FUND |
| \$0.00 | 226 2010 LTGO BOND-STREETPROJ |
| \$0.00 | 227 LOCAL DEBT FUND |
| \$0.00 | 228 2010B LTGO BONDS-HOCM |
| \$0.00 | 230 LTGO Bond Fund 2016 |
| \$45,426.78 | 317 CIP |
| \$0.00 | 322 4/5th AVE CORRIDOR/BRIDGE |
| \$0.00 | 323 CIP CONSTR FUND - PARKS |
| \$0.00 | 324 FIRE STATION 4 CONSTRUCT |
| \$0.00 | 325 CITY HALL CONST |
| \$0.00 | 326 TRANSPORTATION CONST |
| \$0.00 | 329 GO BOND PROJECT FUND |
| \$0.00 | 331 FIRE EQUIPMENT REPLACEMENT FUND |
| \$22,185.65 | 401 WATER |
| \$1,171,560.89 | 402 SEWER |
| \$326,015.81 | 403 SOLID WASTE |
| \$12,110.09 | 404 STORM AND SURFACE WATER |
| \$0.00 | 418 Stormwater Debt Service Fund |
| \$229.81 | 434 STORM AND SURFACE WATER CIP |
| \$0.00 | 461 WATER CIP FUND |
| \$123,220.99 | 462 SEWER CIP FUND |
| \$0.00 | 463 SOLID WASTE/ADVERTISING |
| \$57,976.23 | 501 EQUIPMENT RENTAL |
| \$0.00 | 502 C R EQUIPMENT RENTAL |
| \$0.00 | 503 UNEMPLOYMENT COMPENSATION |
| \$2,047.75 | 504 INS TRUST FUND |
| \$0.00 | 505 WORKERS COMPENSATION |
| \$0.00 | 604 FIREMEN'S PENSION FUND |
| \$0.00 | 605 CUSTOMERS WATER RESERVE |
| \$0.00 | 621 WASHINGTON CENTER ENDOW |
| \$0.00 | 631 PUBLIC FACILITIES |
| \$0.00 | 682 LAW ENFORCEMENT RECORD MGMTSYS |
| \$0.00 | 701 PARKS-NEIGHBORHOOD |
| \$0.00 | 702 PARKS-COMMUNITY |
| \$0.00 | 703 PARKS-OPEN SPACE |
| \$0.00 | 707 PARKS-SPECIAL USE |
| \$0.00 | 711 TRANSPORTATION |
| \$30,531.84 | 720 SCHOOLS |

\$2,537,334.06 GRAND TOTAL FOR WEEK

| Reconciliation of Superior All Checks Register to Expenditure Summary | | | |
|---|------------|----------|--------------|
| Data From Superior All Checks Register | | | |
| Description | From Check | to Check | Check Amount |
| Payroll A/P (vendors) Checks | | | |
| Payroll A/P (vendors) Checks | | | |
| Payroll A/P (vendors) Checks | | | |
| Payroll A/P (vendors) Checks | | | |
| Payroll A/P (vendors) Checks | | | |
| Payroll A/P (vendors) Checks | | | |
| Payroll A/P (vendors) Checks | | | |
| Payroll A/P (vendors) Checks | | | |
| Payroll A/P (vendors) Checks | | | |
| Payroll A/P (vendors) Checks | | | |
| Payroll A/P (vendors) Checks | | | |
| Subtotal | | | 0.00 |
| VOID CHECKS | | | (595.28) |
| EFT | | | 758,621.94 |
| A/P Checks | | | 1,778,307.40 |
| Grand Total | | | 2,537,334.06 |
| Proof | | | 0.00 |

CITY OF OLYMPIA
EXPENDITURE SUMMARY

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN, THAT ANY ADVANCE PAYMENT IS DUE AND PAYABLE PURSUANT TO A CONTRACT OR IS AVAILABLE AS AN OPTION FOR FULL OR PARTIAL FULFILLMENT OF A CONTRACTUAL OBLIGATION, AND THAT THE CLAIMS ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF OLYMPIA, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIMS, AND,

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT CLAIMS FOR EMPLOYEE AND OFFICER EXPENSES ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF OLYMPIA, AND THAT I AM AUTHORIZED TO CERTIFY SAID CLAIMS"

FOR PERIOD 9/22/2019 9/26/2019
FOR A/P ACH PAYMENTS and A/P CHECKS NUMBERED 3719351 THROUGH 3719555
FOR OTHER ELECTRONIC PAYMENTS DATED THROUGH

INCLUSIVE IN THE AMOUNT TOTALING

DATED 10/1/19

ADMINISTRATIVE SERVICES DIRECTOR
Rebecca A. Sullivan

TOTAL APPROVED FOR PAYMENT

| FUND | | |
|--------------|-----|---------------------------------|
| \$107,930.66 | 001 | GENERAL FUND |
| \$0.00 | 002 | SHOP FACILITIES |
| \$12,940.42 | 003 | REVOLVING ACCOUNT FUND |
| \$0.00 | 004 | URBAN ARTERIAL FUND |
| \$600.00 | 005 | Development Fee Revenue |
| \$600.00 | 007 | Parking Fund |
| \$711.10 | 014 | LEOFF 1 OPEB Trust Fund |
| \$0.00 | 21 | Washington Center Endow. |
| \$750.00 | 025 | WASHINGTON CENTER |
| \$0.00 | 026 | MUNICIPAL ARTS FUND |
| \$390.00 | 029 | EQUIP & FACIL. REPLACE RES |
| \$9,713.58 | 107 | HUD |
| \$0.00 | 108 | HUD |
| \$0.00 | 127 | IMPACT FEES |
| \$0.00 | 130 | SEPA MITIGATION FUND |
| \$0.00 | 132 | LODGING TAX FUND |
| \$0.00 | 133 | ARTS AND CONFERENCE FUND |
| \$0.00 | 134 | PARKS AND REC SIDEWALK UT TAX |
| \$0.00 | 135 | PARKING BUSINESS IMP AREA |
| \$0.00 | 136 | FARMERS MKT REPAIR/REPLC |
| \$0.00 | 137 | CHILDREN'S HANDS ON MUSEUM |
| \$0.00 | 138 | TRANS BENEFIT DISTRICT |
| \$0.00 | 141 | Oly Metro Park District |
| \$20,450.76 | 142 | HOME FUND |
| \$0.00 | 208 | LID OBLIGATION CONTROL |
| \$0.00 | 216 | 4th/5th AVE PW TRST |
| \$0.00 | 223 | LTGO BOND FUND '06-PARKS |
| \$0.00 | 224 | UTGO BOND FUND 2009 FIRE |
| \$0.00 | 225 | CITY HALL DEBT FUND |
| \$0.00 | 226 | 2010 LTGO BOND-STREETPROJ |
| \$0.00 | 227 | LOCAL DEBT FUND |
| \$0.00 | 228 | 2010B LTGO BONDS-HOCM |
| \$0.00 | 230 | LTGO Bond Fund 2016 |
| \$608,513.37 | 317 | CIP |
| \$0.00 | 322 | 4/5th AVE CORRIDOR/BRIDGE |
| \$0.00 | 323 | CIP CONSTR FUND - PARKS |
| \$0.00 | 324 | FIRE STATION 4 CONSTRUCT |
| \$0.00 | 325 | CITY HALL CONST |
| \$0.00 | 326 | TRANSPORTATION CONST |
| \$0.00 | 329 | GO BOND PROJECT FUND |
| \$0.00 | 331 | FIRE EQUIPMENT REPLACEMENT FUND |
| \$66,387.33 | 401 | WATER |
| \$1,568.39 | 402 | SEWER |
| \$791.16 | 403 | SOLID WASTE |
| \$1,075.67 | 404 | STORM AND SURFACE WATER |
| \$0.00 | 418 | Stormwater Debt Service Fund |
| \$16,110.25 | 434 | STORM AND SURFACE WATER CIP |
| \$27,991.28 | 461 | WATER CIP FUND |
| \$491.46 | 462 | SEWER CIP FUND |
| \$0.00 | 463 | SOLID WASTE/ADVERTISING |
| \$13,930.62 | 501 | EQUIPMENT RENTAL |
| \$0.00 | 502 | C. R. EQUIPMENT RENTAL |
| \$0.00 | 503 | UNEMPLOYMENT COMPENSATION |
| \$0.00 | 504 | INS TRUST FUND |
| \$80.56 | 505 | WORKERS COMPENSATION |
| \$0.00 | 604 | FIREMEN'S PENSION FUND |
| \$0.00 | 605 | CUSTOMERS WATER RESERVE |
| \$0.00 | 621 | WASHINGTON CENTER ENDOW |
| \$0.00 | 631 | PUBLIC FACILITIES |
| \$0.00 | 682 | LAW ENFORCEMENT RECORD MGMTSYS |
| \$0.00 | 701 | PARKS-NEIGHBORHOOD |
| \$0.00 | 702 | PARKS-COMMUNITY |
| \$0.00 | 703 | PARKS-OPEN SPACE |
| \$0.00 | 707 | PARKS-SPECIAL USE |
| \$0.00 | 711 | TRANSPORTATION |
| \$0.00 | 720 | SCHOOLS |

\$921,266.91 GRAND TOTAL FOR WEEK

| Reconciliation of Superior All Checks Register to Expenditure Summary | | | |
|---|------------|----------|--------------|
| Data From Superior All Checks Register | | | |
| Description | From Check | to Check | Check Amount |
| Payroll A/P (vendors) Checks | | | |
| Payroll A/P (vendors) Checks | | | |
| Payroll A/P (vendors) Checks | | | |
| Payroll A/P (vendors) Checks | | | |
| Payroll A/P (vendors) Checks | | | |
| Payroll A/P (vendors) Checks | | | |
| Payroll A/P (vendors) Checks | | | |
| Payroll A/P (vendors) Checks | | | |
| Payroll A/P (vendors) Checks | | | |
| Payroll A/P (vendors) Checks | | | |
| Payroll A/P (vendors) Checks | | | |
| Payroll A/P (vendors) Checks | | | |
| Subtotal | | | 0.00 |
| VOID CHECKS | | | (76.64) |
| EFT | | | 121,817.70 |
| A/P Checks | | | 799,526.85 |
| Grand Total | | | 921,266.91 |
| Proof | | | 0.00 |

**CITY OF OLYMPIA
PAYROLL CERTIFICATION**

The Administrative Services Director of the City of Olympia, Washington, hereby certifies that the payroll gross earnings, benefits, and LEOFF I post-retirement insurance benefits for the pay cycle ending **9/15/2019** have been examined and are approved as recommended for payment.

| | |
|-----------------------------|-------------------------------|
| Employees Gross Pay: | <u>\$ 2,404,629.97</u> |
| Employer Share of Benefits: | <u>\$ 808,589.32</u> |
| TOTAL | <u><u>\$ 3,213,219.29</u></u> |

| | | | |
|-----------------------|--------------|--------------|---------------------|
| Payroll Check Numbers | <u>92331</u> | <u>92332</u> | Manual Checks |
| And | <u></u> | <u></u> | Fire Pension Checks |
| And | <u>92338</u> | <u>92339</u> | Manual Checks |
| And | <u>92340</u> | <u>92354</u> | Semi Payroll Checks |

and Direct Deposit transmission.

9/20/19
DATE

Debbie L. Sullivan
ADMINISTRATIVE SERVICES DIRECTOR

**CITY OF OLYMPIA
PAYROLL CERTIFICATION**

The Administrative Services Director of the City of Olympia, Washington, hereby certifies that the payroll gross earnings, benefits, and LEOFF I post-retirement insurance benefits for the pay cycle ending **9/30/2019** have been examined and are approved as recommended for payment.

| | |
|---|-------------------------------|
| Employees Gross Pay: | <u>\$ 2,256,052.37</u> |
| Fire Pension Gross Pay: | <u>\$ 29,689.06</u> |
| Employer Share of Benefits: | <u>\$ 764,433.77</u> |
| Employer Share of LEOFF I Police Post-Retirement Benefits: | <u>\$ 25,197.06</u> |
| Employer Share of LEOFF I Fire Post-Retirement Benefits: | <u>\$ 1,448.88</u> |
| TOTAL | <u><u>\$ 3,076,821.14</u></u> |

| | | | |
|-----------------------|-----------------------------|-----------------------------|---------------------|
| Payroll Check Numbers | <u> </u> | <u> </u> | Manual Checks |
| And | <u>92333</u> | <u>92337</u> | Fire Pension Checks |
| And | <u> </u> | <u> </u> | Manual Checks |
| And | <u>92355</u> | <u>92374</u> | Semi Payroll Checks |

and Direct Deposit transmission.

10.9.19
DATE


ADMINISTRATIVE SERVICES DIRECTOR

**CITY OF OLYMPIA
PAYROLL CERTIFICATION**

The Administrative Services Director of the City of Olympia, Washington, hereby certifies that the payroll gross earnings, benefits, and LEOFF I post-retirement insurance benefits for the pay cycle ending **10/15/2019** have been examined and are approved as recommended for payment.

Employees Gross Pay: \$ 2,300,779.72

Employer Share of Benefits: \$ 804,977.31

TOTAL \$ 3,105,757.03

2,300,779.7200 +
804,977.3100 =
3,105,757.03006+

| | | | |
|-----------------------|--------------|--------------|---------------------|
| Payroll Check Numbers | <u>92375</u> | <u>92375</u> | Manual Checks |
| And | <u></u> | <u></u> | Fire Pension Checks |
| And | <u></u> | <u></u> | Manual Checks |
| And | <u>92376</u> | <u>92398</u> | Semi Payroll Checks |

and Direct Deposit transmission.

10/24/19
DATE


ADMINISTRATIVE SERVICES DIRECTOR



City Council

Approval of a Resolution Approving the Terms and Conditions of a U.S. Environmental Protection Agency Cooperative Agreement and Accepting a \$600,000 Brownfield Assessment Grant

Agenda Date: 11/4/2019
Agenda Item Number: 4.D
File Number: 19-0989

Type: resolution **Version:** 1 **Status:** Consent Calendar

Title

Approval of a Resolution Approving the Terms and Conditions of a U.S. Environmental Protection Agency Cooperative Agreement and Accepting a \$600,000 Brownfield Assessment Grant

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the Resolution Approving the Terms and Conditions of a U.S. Environmental Protection Agency Cooperative Agreement and Accept a \$600,000 Brownfield Assessment Grant.

Report

Issue:

Whether to approve the terms and conditions of a U.S. Environmental Protection Agency Cooperative Agreement and accept a \$600,000 Brownfield Assessment Grant.

Staff Contact:

Mike Reid, Economic Development Director, Community Planning and Development, City work
phone: 360.753.8591

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

On June 5, 2019, the City of Olympia was notified by the Environmental Protection Agency (EPA) that it had been selected to negotiate the terms of a Brownfield Assessment Grant. On September 30, 2019, the City of Olympia was notified that the submitted cooperative agreement had been accepted by the EPA, and the City would be awarded with the requested \$600,000 grant. There are no matching funds required for this grant.

This agreement will provide funding for the City of Olympia to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities for brownfield sites in Olympia, Washington. The City in partnership with the Port of Olympia and the Olympia Metropolitan Parks District will primarily focus on Peninsula and West Bay Brownfields, real properties, where the expansion, development or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.

Neighborhood/Community Interests (if known):

Part of the grant process includes community outreach and holding a community meeting in which interested parties can learn more about how to identify and nominate sites in Olympia for environmental assessment.

Options:

1. Approve the resolution approving the terms and conditions of a U.S. Environmental Protection Agency Cooperative Agreement and accept the \$600,000 Brownfield Assessment Grant.
2. Reject the U.S. Environmental Protection Agency Brownfield Assessment Grant.

Financial Impact:

There are no matching funds required for the grant.

Attachments:

Resolution

Selection Letter

Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING THE TERMS AND CONDITIONS OF A U.S. ENVIRONMENTAL PROTECTION AGENCY COOPERATIVE AGREEMENT AND ACCEPTING A \$600,000 BROWNFIELD ASSESSMENT GRANT.

WHEREAS, on June 5, 2019, the City of Olympia was notified by the U.S. Environmental Protection Agency (EPA) that it had been selected to negotiate the terms of a Cooperative Agreement for a Brownfield Assessment Grant (the Assessment Grant); and

WHEREAS, on September 30, 2019, the City was notified its Cooperative Agreement (the Agreement) had been accepted by the EPA, and the City would be awarded a \$600,000 Brownfield Assessment Grant; and

WHEREAS, the Agreement will provide funding to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities for brownfield sites in Olympia, Washington; and

WHEREAS, the City, in partnership with the Port of Olympia and the Olympia Metropolitan Parks District, will primarily focus on Peninsula and West Bay brownfields, real properties, where the expansion, development, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant; and

WHEREAS, there are no matching funds required for the Assessment Grant; and

WHEREAS, per Olympia Municipal Code Section 3.16.020.C, it is necessary for the City Council to approve the terms and conditions of the U.S. Environmental Protection Agency Cooperative Agreement and accept the \$600,000 Brownfield Assessment Grant;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE as follows:

1. The Olympia City Council hereby approves the terms and conditions of the U.S. Environmental Protection Agency Cooperative Agreement and accepts the \$600,000 Brownfield Assessment Grant.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

| | | | | | | |
|--|---|--|--|---|------------------------------------|--|
|  | U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement | | GRANT NUMBER (FAIN): 01J66201 | | DATE OF AWARD 09/23/2019 | |
| | | | MODIFICATION NUMBER: 0 | | | |
| | | | PROGRAM CODE: BF | | MAILING DATE 09/30/2019 | |
| | | | TYPE OF ACTION New | | ACH# PEND | |
| RECIPIENT TYPE: Municipal | | | Send Payment Request to: Las Vegas Finance Center Email: LVFC-grants@epa.gov | | | |
| RECIPIENT: City of Olympia PO Box 1967 Olympia, WA 98501-1967 EIN: 91-6001261 | | | PAYEE: City of Olympia PO Box 1967 Olympia, WA 98501-1967 | | | |
| PROJECT MANAGER | | EPA PROJECT OFFICER | | EPA GRANT SPECIALIST | | |
| Mike Reid PO Box 1967 Olympia, WA 98501-1967 E-Mail: mreid@olympia.wa.us Phone: 360-753-8591 | | Susan Morales 1200 Sixth Avenue, Suite 155, 13-J07 Seattle, WA 98101 E-Mail: morales.susan@epa.gov Phone: 206-553-7299 | | Felicia Thomas 1200 Sixth Ave, Suite 155, 17-C04 Seattle, WA 98101 E-Mail: thomas.felicia@epa.gov Phone: 206-553-0249 | | |
| PROJECT TITLE AND DESCRIPTION FY 2019 USEPA Brownfields Hazardous Substances and Petroleum Assessment Grant Application - Olympia This agreement will provide funding for the City of Olympia to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities for brownfield sites in Olympia, Washington. The City in partnership with the Port of Olympia and the Olympia Metropolitan Parks District will primarily focus on Peninsula and West Bay Brownfields, real properties, where the expansion, development or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. | | | | | | |
| BUDGET PERIOD 09/01/2019 - 08/31/2022 | | PROJECT PERIOD 09/01/2019 - 08/31/2022 | | TOTAL BUDGET PERIOD COST \$600,000.00 | | |
| | | | | TOTAL PROJECT PERIOD COST \$600,000.00 | | |
| <p align="center">NOTICE OF AWARD</p> <p>Based on your Application dated 07/17/2019 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$600,000. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$600,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.</p> | | | | | | |
| ISSUING OFFICE (GRANTS MANAGEMENT OFFICE) | | | AWARD APPROVAL OFFICE | | | |
| ORGANIZATION / ADDRESS | | | ORGANIZATION / ADDRESS | | | |
| EPA Region 10 1200 Sixth Avenue, Suite 155 (17-C04) Seattle, WA 98101 | | | U.S. EPA, Region 10 Land, Chemicals, and Redevelopment Division 1200 Sixth Ave, Suite 155 Seattle, WA 98101 | | | |
| <p align="center">THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</p> | | | | | | |
| Digital signature applied by EPA Award Official PeggyD Johnson - Chief - Grants Section | | | | | DATE 09/23/2019 | |

BF - 01J66201 - 0 Page 2

| FUNDS | FORMER AWARD | THIS ACTION | AMENDED TOTAL |
|-------------------------------|--------------|-------------|---------------|
| EPA Amount This Action | \$ | \$ 600,000 | \$ 600,000 |
| EPA In-Kind Amount | \$ | \$ | \$ 0 |
| Unexpended Prior Year Balance | \$ | \$ | \$ 0 |
| Other Federal Funds | \$ | \$ | \$ 0 |
| Recipient Contribution | \$ | \$ | \$ 0 |
| State Contribution | \$ | \$ | \$ 0 |
| Local Contribution | \$ | \$ | \$ 0 |
| Other Contribution | \$ | \$ | \$ 0 |
| Allowable Project Cost | \$ 0 | \$ 600,000 | \$ 600,000 |

| Assistance Program (CFDA) | Statutory Authority | Regulatory Authority |
|---|----------------------|---------------------------------------|
| 66.818 - Brownfields Multipurpose Assessment Revolving Loan Fund and Cleanup Cooperative Agreements | CERCLA: Sec. 101(39) | 2 CFR 200 2 CFR 1500 and 40 CFR 33 |

| Fiscal | | | | | | | | | |
|-----------|------------|----|--------------|---------------------|-----------|--------------|--------------|-------------------|---------------------------|
| Site Name | Req No | FY | Approp. Code | Budget Organization | PRC | Object Class | Site/Project | Cost Organization | Obligation / Deobligation |
| - | 1910BDG140 | 19 | E4 | 10L4AG7 | 000D79 | 4114 | G000NY00 | | 500,000 |
| - | 1910BDG140 | 19 | E4 | 10L4AG7 | 000D79XBP | 4114 | G000OR00 | | 100,000 |
| | | | | | | | | | 600,000 |

Budget Summary Page

| Table A - Object Class Category (Non-construction) | Total Approved Allowable Budget Period Cost |
|--|--|
| 1. Personnel | \$20,000 |
| 2. Fringe Benefits | \$0 |
| 3. Travel | \$3,400 |
| 4. Equipment | \$0 |
| 5. Supplies | \$1,000 |
| 6. Contractual | \$545,600 |
| 7. Construction | \$0 |
| 8. Other | \$0 |
| 9. Total Direct Charges | \$570,000 |
| 10. Indirect Costs: % Base | \$30,000 |
| 11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.) | \$600,000 |
| 12. Total Approved Assistance Amount | \$600,000 |
| 13. Program Income | \$0 |
| 14. Total EPA Amount Awarded This Action | \$600,000 |
| 15. Total EPA Amount Awarded To Date | \$600,000 |

Administrative Conditions

1. General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2018>

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at <http://www.epa.gov/grants/grant-terms-and-conditions>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): LVFC-grants@epa.gov
- MBE/WBE reports (EPA Form 5700-52A): bennett.andrea@epa.gov
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: wasson.wendy@epa.gov
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: morales.susan@epa.gov
- Administrative questions: thomas.felicia@epa.gov

B. Extension of Project/Budget Period Expiration Date

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308 (d)(2). Therefore, if a no-cost time extension is necessary to extend the period of availability of funds the recipient must submit a written request to the EPA prior to the budget/project period expiration dates. **The written request must include:** a justification describing the need for additional time, an estimated date of completion, and a revised schedule for project completion including updated milestone target dates for the approved workplan activities. In addition, if there are overdue reports required by the general, administrative, and/or programmatic terms and conditions of this assistance agreement, the recipient must ensure that they are submitted along with or prior to submitting the no-cost time extension request.

C. Disadvantaged Business Enterprise (DBEs)

UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MBE/WBE)

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E

Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category that exceed the threshold amount of \$250,000., including amendments and/or modifications. The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) on an annual basis. The current EPA Form 5700-52A can be found here:

https://www.epa.gov/sites/production/files/documents/5700-52a_updated.pdf or at the EPA Office of Small and Disadvantaged Business Utilization's Home Page at <https://www.epa.gov/resources-small-businesses>

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements.

However, if recipient believes this award does not meet these conditions, the recipient must provide a justification and budget detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements to the Region 10 DBE Coordinator. All procurement actions are reportable, not just that portion which exceeds \$250,000. When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first. The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form. This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D. Visit this [link](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title40/40cfr33_main_02.tpl) for more information on 40 CFR Part 33:

https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title40/40cfr33_main_02.tpl

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs 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 will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

NATIVE AMERICAN PROVISIONS, 40 CFR, Section 33.304

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.304. Any recipient, whether or not Native American, of an EPA financial assistance agreement for the benefit of Native Americans, is required to solicit and recruit Indian organizations and Indian-owned economic enterprises and give them preference in the award process prior to undertaking the six good faith efforts. If the efforts to solicit and recruit Indian organizations and Indian-owned economic enterprises is not successful, then the recipient must follow the six good faith efforts.

CONTRACT ADMINISTRATION PROVISIONS Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

1. For Grant Awards \$250,000 or Less

This assistance agreement is a Technical Assistance Grant (TAG); or the award amount is \$250,000 or less; or the total dollar amount of all of the recipient's financial assistance agreements from EPA in the current Federal fiscal year is \$250,000 or less. Therefore, the recipient of this assistance agreement is exempt from the fair share objective requirements of 40 CFR, Part 33, Subpart D, and is not required to negotiate fair share objectives/goals for the utilization of MBE/WBEs in its procurements.

2. For Recipients Accepting Goals

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements. In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements as described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption. Accepting the Fair Share Objectives/Goals of Another Recipient - The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA. The Region 10 fair share objectives/goals can be found:

http://www.epa.gov/osbp/pdfs/r10_fair_share_goals.pdf

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market. Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404 - The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment. The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is not accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

3. For Recipients with Established Goals

The recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements. In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption. Current Fair Share Objective/Goal - The dollar amount of this assistance agreement or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The Region 10 fair share objectives/goals can be found:

http://www.epa.gov/osbp/pdfs/r10_fair_share_goals.pdf

Negotiating Fair Share Objectives/Goals - In accordance with 40 CFR, Part 33, Subpart D, established

goals/objectives remain in effect for three fiscal years unless there are significant changes supporting the fair share objectives. The recipient is required to follow requirements as outlined in 40 CFR Part 33, Subpart D when renegotiating the fair share objectives/goals.

4. For DWSRF, CWSRF and BROWNFIELD RLF Recipients ONLY

Objective/Goals of Loan Recipients - As a recipient of an EPA financial assistance agreement to capitalize revolving loan funds, the recipient agrees to either apply its own fair share objectives negotiated with EPA to identified loans using a substantially similar relevant geographic market, or negotiate separate fair share objectives with its identified loan recipients. These separate objectives/goals must be based on demonstrable evidence of the availability of MBEs and WBEs in accordance with 40 CFR, Part 33, Subpart D. The recipient agrees that if procurements will occur over more than one year, the recipient may choose to apply the fair share objective in place either for the year in which the identified loan is awarded or for the year in which the procurement action occurs. The recipient must specify this choice in the financial assistance agreement, or incorporate it by reference therein.

D. INTERGOVERNMENTAL REVIEW PERIOD (IF APPLICABLE)

In accordance with 40 CFR Part 29, EPA must allow for an intergovernmental review comment period on this grant program. Accordingly, the Grantee may incur costs at its own risk but shall not draw down any funds associated with this award until the process is completed.

E. Pre-Award Costs

In accordance with 2 CFR 1500.8, the grantee may charge otherwise allowable pre-award costs (both Federal and non-Federal matching shares) incurred from budget start date to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

F. Interim Federal Financial Reports (FFRs) (also listed in General Terms and Conditions)

Pursuant to 2 CFR 200.327, EPA recipients shall submit an interim annual Federal Financial Report (SF-425) to EPA no later than 90 calendar days following the anniversary of the start date of the agreement. The FFR must be emailed to LVFC-grants@epa.gov. A courtesy copy of the interim FFR can be submitted to the local Grants Office via email to: thomas.felicia@epa.gov. All email attachments must be sent in pdf format. Documents emailed to us in any other format will not be accepted. EPA may take enforcement actions in accordance with 2 CFR 200.338 if the recipient does not comply with this term and condition.

G. Closeout (also listed in General Terms and Conditions)

The Administrative Closeout Phase for this grant will be initiated with the submission of a "final" FFR, in accordance with 2 CFR 200.343. At that time, the recipient must submit the following forms/reports to EPA if applicable:

- Federally Owned Property Report
- An Inventory of all Property Acquired with federal funds
- Contractor's or Grantee's Invention Disclosure Report (EPA Form 3340-3)

Visit this link for submission requirements and frequently asked questions:

<https://www.epa.gov/grants/frequent-questions-about-closeouts>

H. Indirect Costs for Local Governments & Interstate Agencies (also listed in General Terms and Conditions)

The cost principles of 2 CFR 200 Subpart E are applicable, as appropriate, to this award.

In addition to the General Terms and Conditions "Indirect Cost Rate Agreements", if the recipient does not

have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal and/or cost allocation plan in accordance with 2 CFR 200 Appendix V.

The local government recipient whose cognizant federal agency has been designated by the Office of Management and Budget (OMB) must develop and submit its indirect cost rate proposal to its cognizant agency within six (6) months after the close of the governmental unit's fiscal year. If the cognizant federal agency has not been identified by the OMB, the local government recipient must still develop (and when required, submit) its proposal within that period.

The interstate agency recipient must send its proposal to its cognizant federal agency within six (6) months after the end of its fiscal year. If EPA is the cognizant federal agency of either the interstate agency or the local government, the recipient must send its indirect cost rate proposal within six (6) months after the end of its fiscal year to:

Regular Mail

Office of Grants and Debarment
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, NW, MC 3903R
Washington, DC 20460
Attn: OGD Indirect Cost Rate Proposal Control Desk

Mail Courier (e.g. FedEx, UPS, etc.)

Office of Grants and Debarment
U.S. Environmental Protection Agency
1300 Pennsylvania Avenue, NW, 5th floor
Washington, DC 20004
Attn: OGD Indirect Cost Rate Proposal Control Desk

Electronic submissions of proposals may be mailed to OGD_IndirectCost@epa.gov.

The recipient agrees to comply with the audit requirements in accordance with 2 CFR 200 Subpart F.

I. Consultant Cap (also listed in General Terms and Conditions)

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors is limited to the maximum daily rate for a Level IV of the Executive Schedule, available at:

<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>

This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices). The annual salary is divided by 2087 hours to determine the maximum hourly rate, which is then multiplied by 8 to determine the maximum daily rate.

Programmatic Conditions

FY19 Assessment Cooperative Agreement Terms & Conditions

Please note that these Terms and Conditions (T&Cs) apply to Brownfield Assessment Cooperative Agreements awarded under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k).

I. GENERAL FEDERAL REQUIREMENTS

NOTE: For the purposes of these Terms and Conditions, the term “assessment” includes eligible activities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k)(2)(A)(i) such as activities involving the inventory, characterization, assessment, and planning relating to brownfield sites as described in the EPA-approved workplan.

A. Federal Policy and Guidance

1. Cooperative Agreement Recipients: By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the proposal for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2019 competition for Brownfield Assessment cooperative agreements.
2. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of CERCLA § 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable federal and state laws and regulations.
3. A term and condition or other legally binding provision shall be included in all subawards entered into with the funds awarded under this agreement, or when funds awarded under this agreement are used in combination with non-federal sources of funds, to ensure that the CAR complies with all applicable federal and state laws and requirements. In addition to CERCLA § 104(k), federal applicable laws and requirements include 2 CFR Part 200.
4. The CAR must comply with federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR § 1910.120; Uniform Relocation Act (40 USC § 61); National Historic Preservation Act (16 USC § 470); Endangered Species Act (P.L. 93-205); Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR § 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC §§ 327-333); the Anti-Kickback Act (40 USC § 276c); and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.
5. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration, and repair contracts and subcontracts awarded with funds provided under this agreement by operation of CERCLA § 104(g). Assessment activities generally do not involve construction, alteration, and repair within the meaning of the Davis-Bacon Act. However, the recipient must contact the EPA Project Officer if there are unique circumstances (e.g., removal of an underground storage tank or another structure and restoration of the site) which indicate that the Davis-Bacon Act applies to an activity the CAR intends to carry out with funds provided under this agreement. EPA will provide guidance on Davis-Bacon Act compliance if necessary.

II. SITE ELIGIBILITY REQUIREMENTS

A. Eligible Brownfield Site Determinations

1. The CAR must provide information to the EPA Project Officer about site-specific work prior to incurring any costs under this cooperative agreement for sites that have not already been pre-approved in the CAR's workplan by EPA. The information that must be provided includes whether the site meets the definition of a brownfield site as defined in § 101(39) of CERCLA, and whether the CAR is the potentially responsible party under CERCLA § 107, is exempt from CERCLA liability and/or has

defenses to CERCLA liability.

2. If the site is excluded from the general definition of a brownfield, but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination from the EPA Project Officer. In its request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that EPA has determined that the property is eligible.

3. Brownfield Sites Contaminated with Petroleum

- a. For any petroleum-contaminated brownfield site that is not included in the CAR's EPA-approved workplan, the CAR shall provide sufficient documentation to EPA prior to incurring costs under this cooperative agreement which documents that:
 - i. the State determines there is "no viable responsible party" for the site;
 - ii. the State determines that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site; and
 - iii. the site is not subject to any order issued under Section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State, following contact and discussion with the appropriate state petroleum program official. Please contact the EPA Project Officer for additional information.

- b. Documentation must include:
 - i. the identity of the State program official contacted;
 - ii. the State official's telephone number;
 - iii. the date of the contact; and
 - iv. a summary of the discussion relating to the State's determination that there is no viable responsible party and that the person assessing or investigating the site is not potentially liable for cleaning up the site.

Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.

- c. If the State chooses not to make the determinations described in Section II.A.3. above, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the requisite determinations.
- d. EPA will make all determinations on the eligibility of petroleum-contaminated brownfield sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. § 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the determinations described in Section II.A.3.b. above.

III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Sufficient Progress

1. This condition supplements the requirements of the Sufficient Progress Condition (No. 22) in the General Terms and Conditions. If after 18 months from the date of award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the CAR must implement a corrective action plan concurred on by the EPA Project Officer and approved by the Award Official or Grants Management Officer. Alternatively, EPA may terminate this agreement under 2 CFR § 200.339 for material non-compliance with its terms, or with the consent of the CAR as provided at 2 CFR § 200.339, depending on the circumstances. Sufficient progress is indicated when 35% of funds have been drawn down and disbursed for eligible activities. For assessment coalition cooperative agreements, sufficient progress is demonstrated when a solicitation for services has been released, sites are prioritized or an inventory has been initiated (if necessary), community involvement activities have been initiated and a Memorandum of Agreement is in place, or other documented activities that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

B. Substantial Involvement

1. EPA may be substantially involved in overseeing and monitoring this cooperative agreement.
 - a. Substantial involvement by EPA generally includes administrative activities by the EPA Project Officer such as monitoring, reviewing project phases, and approving substantive terms included in professional services contracts. EPA will not direct or recommend that the CAR enter into a contract with a particular entity.
 - b. Substantial EPA involvement includes brownfield property-specific funding determinations described in Section II.A.2. If the CAR awards a subaward for site assessment, the CAR must obtain technical assistance from EPA on which sites qualify as a brownfield site and determine whether the statutory prohibition found in CERCLA § 104(k)(5)(B)(i)(IV) applies. This prohibition does not allow the subrecipient to use EPA cooperative agreement funds to assess a site for which the subrecipient is potentially liable under § 107 of CERCLA.
 - c. Substantial EPA involvement may include reviewing financial and program performance reports, monitoring all reporting, record-keeping, and other program requirements.
 - d. EPA may waive any of the provisions in Section III.B.1. with the exception of property-specific funding determinations, at its own initiative or upon request by the CAR. The EPA Project Officer will provide waivers in writing.
2. Effects of EPA's substantial involvement include:
 - a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any federal statute.
 - b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable federal and state laws.
 - c. The CAR and its subrecipients remain responsible for ensuring costs are allowable under 2 CFR Part 200, Subpart E.

C. Cooperative Agreement Recipient Roles and Responsibilities

1. The CAR must acquire the services of a Qualified Environmental Professional(s) as defined in 40 CFR § 312.10 to coordinate, direct, and oversee the brownfield site assessment activities at a given site, if it does not have such a professional on staff.
2. Subawards are defined at 2 CFR § 200.92. The CAR may not subaward to for-profit organizations or individual consultants. The CAR must obtain commercial services and products necessary to carry out this agreement under competitive procurement procedures as described in 2 CFR §§ 200.317 through 200.326. In addition, EPA policy encourages awarding subawards competitively and the CAR must consider awarding subawards through competition. Recipients may consult EPA's [Subaward Policy](#) and [Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance](#).

[Agreements](#) for additional guidance.

3. The CAR is responsible for ensuring that funding received under this cooperative agreement does not exceed the statutory \$200,000 funding limitation for an individual brownfield site. Waiver of this funding limit for a brownfield site must be submitted to the EPA Project Officer and approved prior to the expenditure of funding exceeding \$200,000. In no case may funding for site-specific assessment activities exceed \$350,000 on a site receiving a waiver. CARs expending funding from a Community-wide Assessment cooperative agreement must include this amount in any total funding expended on the site.
4. Cybersecurity – The recipient agrees that when collecting and managing environmental data under this cooperative agreement, it will protect the data by following all applicable State cybersecurity requirements.
 - a. EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement are secure. For purposes of this section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/ Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.
 - b. The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in Cybersecurity Section a. above if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR § 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.
5. All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

D. Quarterly Progress Reports

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.328, *Monitoring and Reporting Program Performance*), the CAR agrees to submit quarterly progress reports to the EPA Project Officer within 30 days after each reporting period. The reporting periods are October 1 – December 31 (1st quarter); January 1 – March 31 (2nd quarter); April 1 – June 30 (3rd quarter); and July 1 – September 30 (4th quarter).

These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in

the report. The report shall also include any changes of key personnel concerned with the project.

The CAR shall refer to and utilize the Quarterly Reporting function resident within the Assessment, Cleanup and Redevelopment Exchange System (ACRES) to submit quarterly reports, unless otherwise agreed to an emailed electronic copy with the Region.

2. The CAR must submit progress reports on a quarterly basis to the EPA Project Officer. Quarterly progress reports must include:
 - a. A summary that clearly differentiates between activities completed with EPA funds provided under the Brownfield Assessment cooperative agreement and related activities completed with other sources of leveraged funding.
 - b. A summary and status of approved activities performed during the reporting quarter; a summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems encountered during the reporting quarter that may affect the project schedule.
 - c. A comparison of actual accomplishments to the anticipated outputs/outcomes specified in the EPA-approved workplan and reasons why anticipated outputs/outcomes were not met.
 - d. An update on project schedules and milestones, including an explanation of any discrepancies from the EPA-approved workplan.
 - e. A list of the properties where assessment activities were performed and/or completed during the reporting quarter.
 - f. A budget recap summary table with the following information: current approved project budget; EPA funds drawn down during the reporting quarter; costs drawn down to date (cumulative expenditures); program income generated and used (if applicable); and total remaining funds. The CAR should include an explanation of any discrepancies in the budget from the EPA-approved workplan, of cost overruns or high unit costs, and other pertinent information.

Note: Each property where assessment activities were performed and/or completed must have its corresponding information updated in ACRES (or via the Property Profile Form with prior approval from the EPA Project Officer) prior to submitting the quarterly progress report (see Section III.E. below).

3. When the workplan and budget for this agreement includes subawards, the CAR is a pass-through entity under the "Establishing and Managing Subaward" General Term and Condition of this agreement. As the pass-through entity, the CAR must report to EPA on its subaward monitoring activities under [2 CFR § 200.331\(d\)](#), including the following information on subawards as part of the CAR's quarterly performance reporting:
 - a. Summaries of results of reviews of financial and programmatic reports.
 - b. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
 - c. Environmental results the subrecipient achieved.
 - d. Summaries of audit findings and related pass-through entity management decisions.
 - e. Actions the pass-through entity has taken to correct any deficiencies such as those specified at [2 CFR § 200.331\(e\)](#), [2 CFR § 200.207](#) and [2 CFR § 200.338, Remedies for Noncompliance](#) .
4. The CAR must maintain records that will enable it to report to EPA on the amount of funds disbursed by the CAR to assess specific properties under this cooperative agreement.
5. In accordance with 2 CFR § 200.328(d)(1), the CAR agrees to inform EPA as soon as problems,

delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the EPA-approved workplan.

E. Property Profile Submission

1. The CAR must report on interim progress (i.e., assessment started) and any final accomplishments (i.e., assessment completed, clean up required, contaminants, institutional controls, engineering controls) by completing and submitting relevant portions of the Property Profile Form using the Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. The CAR must enter any new data into ACRES prior to submitting the quarterly progress report to the EPA Project Officer. The CAR must utilize the ACRES system unless approval is obtained from the EPA Project Officer to utilize and the Property Profile Form.

F. Final Technical Cooperative Agreement Report with Environmental Results

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.328, *Monitoring and Reporting Program Performance*), the CAR agrees to submit to the EPA Project Officer within 90 days after the expiration or termination of the approved project period a final technical report on the cooperative agreement and at least one reproducible copy suitable for printing. The final technical report shall document project activities over the entire project period and shall include brief information on each of the following areas:
 - a. a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the EPA-approved workplan;
 - b. reasons why anticipated outputs/outcomes were not met; and
 - c. other pertinent information, including when appropriate, analysis and explanation of cost overruns or high unit costs.

IV. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the EPA-approved workplan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess sites; conduct site-specific planning, general brownfield-related planning activities around one or more brownfield sites, and outreach. Eligible programmatic expenses include activities described in Section V. of these Terms and Conditions. In addition, eligible programmatic expenses may include:
 - a. Determining whether assessment activities at a particular site are authorized by CERCLA § 104(k).
 - b. Ensuring that an assessment complies with applicable requirements under federal and state laws, as required by CERCLA § 104(k).
 - c. Developing a Quality Assurance Project Plan (QAPP) as required by 2 CFR § 1500.11. The specific requirement for a QAPP is outlined in *Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance* available at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.
 - d. Using a portion of the cooperative agreement funds to purchase environmental insurance for the characterization or assessment of the site. Funds may not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section IV., *Ineligible Uses of the Funds for the Cooperative Agreement Recipient*.

- e. Any other eligible programmatic costs, including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding, monitoring, and managing subawards to the extent required to comply with 2 CFR § 200.331 and the “Establishing and Managing Subawards” General Term and Condition; and carrying out community involvement pertaining to the assessment activities.
2. **Local Governments Only.** No more than 10% of the funds awarded by this agreement may be used by the CAR itself as a programmatic cost for Brownfield Program development and implementation of monitoring health conditions and institutional controls. The health monitoring activities must be associated with brownfield sites at which at least a Phase II environmental site assessment is conducted and is contaminated with hazardous substances. The CAR must maintain records on funds that will be used to carry out this task to ensure compliance with this requirement.
3. Under CERCLA § 104(k)(5)(B), CARs and subrecipients may use up to 5% of the amount of federal funding for this cooperative agreement for administrative costs, including indirect costs under 2 CFR § 200.414. The limit on administrative costs for this agreement is \$30,000. The total amount of indirect costs and any direct costs for cooperative agreement administration by the CAR or subaward administration by subrecipients paid for by EPA under the cooperative agreement may not exceed this amount. As required by 2 CFR § 200.403(d), the CAR and subrecipients must classify administrative costs as direct or indirect consistently and may not classify the same types of cost in both categories.

Eligible cooperative agreement and subaward administrative costs subject to the 5% limitation include direct costs for:

- a. Costs incurred to comply with the following provisions of the *Uniform Administrative Requirements for Cost Principles and Audit Requirements for Federal Awards* at 2 CFR Parts 200 and 1500 other than those identified as programmatic.
 - i. Record-keeping associated with equipment purchases required under 2 CFR § 200.313;
 - ii. Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR § 200.308;
 - iii. Maintaining and operating financial management systems required under 2 CFR § 200.302;
 - iv. Preparing payment requests and handling payments under 2 CFR § 200.305;
 - v. Financial reporting under 2 CFR § 200.327.
 - vi. Non-federal audits required under 2 CFR Part 200, Subpart F; and
 - vii. Closeout under 2 CFR § 200.343 with the exception of preparing the recipient’s final performance report. Costs for preparing this report are programmatic and are not subject to the 5% limitation on direct administrative costs.
- b. Pre-award costs for preparation of the proposal and application for this cooperative agreement (including the final workplan) or applications for subawards are not allowable as direct costs but may be included in the CAR’s or subrecipient’s indirect cost pool to the extent authorized by 2 CFR § 200.460.

B. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:
- a. Cleanup activities;
 - b. Site development activities that are not brownfield site assessment activities (e.g., marketing of property (activities or products created specifically to attract buyers or investors) or construction of a new facility);
 - c. General community visioning, area-wide zoning updates, design guideline development,

master planning, green infrastructure, infrastructure service delivery, and city-wide or comprehensive planning/plan updates – these activities are all ineligible uses of grant funds if unrelated to advancing cleanup and reuse of brownfield sites or sites to be assessed. Note: for these types of activities to be an eligible use of grant funds, there must be a specific nexus between the activity and how it will help further cleanup and reuse of the priority brownfield site(s). This nexus must be clearly described in the workplan for the project;

- d. Job training unrelated to performing a specific assessment at a site covered by the cooperative agreement;
 - e. To pay for a penalty or fine;
 - f. To pay a federal cost share requirement (e.g., a cost share required by another federal grant) unless there is specific statutory authority;
 - g. To pay for a response cost at a brownfield site for which the CAR or subaward recipient is potentially liable under CERCLA § 107;
 - h. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the assessment; and
 - i. Unallowable costs (e.g., lobbying and purchases of alcoholic beverages) under 2 CFR Part 200, Subpart E.
2. Cooperative agreement funds may not be used for any of the following properties:
- a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
 - b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
 - c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or
 - d. A site excluded from the definition of a brownfield site for which EPA has not made a property-specific funding determination.

C. Interest-Bearing Accounts and Program Income

1. In accordance with 2 CFR § 1500.7(b), during the performance period of the cooperative agreement, the CAR is authorized to add program income to the funds awarded by EPA and use the program income under the same terms and conditions of this agreement.
2. Program income for the CAR shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income includes, but is not limited to, fees charged for conducting assessment, site characterizations, cleanup planning, or other activities when the costs for the activity is charged to this agreement.
3. The CAR must deposit advances of cooperative agreement funds and program income (i.e., fees) in an interest-bearing account.
 - a. For interest earned on advances, CARs are subject to the provisions of 2 CFR 200.305(b)(7)(ii) relating to remitting interest on advances to EPA on a quarterly basis.
 - b. Any program income earned by the CAR will be added to the funds EPA has committed to this agreement and used only for eligible and allowable costs under the agreement as provided in 2 CFR § 200.307 and 2 CFR § 1500.7, as applicable.
 - c. Interest earned on program income is considered additional program income.
 - d. The CAR must disburse program income (including interest earned on program income) before requesting additional payments from EPA as required by 2 CFR § 200.305(b)(5).

4. As required by 2 CFR § 200.302, the CAR must maintain accounting records and disbursement of program income.

5. The recipient must provide as part of its quarterly performance report and final technical report a description of how program income is being used. Further, a report on the amount of program income earned during the award period must be submitted with the quarterly performance report, final technical report, and Federal Financial Report (Standard Form 425).

V. ASSESSMENT REQUIREMENTS

A. Authorized Assessment Activities

1. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), the CAR shall consult with the EPA Project Officer regarding potential applicability of the National Historic Preservation Act (NHPA) (16 USC § 470) and, if applicable, shall assist EPA in complying with any requirements of the NHPA and implementing regulations.

B. Quality Assurance (QA) Requirements

1. When environmental data are collected as part of the brownfield assessment, the CAR shall comply with 2 CFR § 1500.11 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements. Recipients implementing environmental programs within the scope of the assistance agreement must submit to the EPA Project Officer an approvable Quality Assurance Project Plan (QAPP) at least 30 to 45 days prior to the initiating of data collection or data compilation. The Quality Assurance Project Plan (QAPP) is the document that provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. Environmental programs include direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology.

The QAPP should be prepared in accordance with EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans.

No environmental data collection or data compilation may occur until the QAPP is approved by the EPA Project Officer and Quality Assurance Regional Manager. When the recipient is delegating the responsibility for an environmental data collection or data compilation activity to another organization, the EPA Regional Quality Assurance Manager may allow the recipient to review and approve that organization's QAPP. Additional information on these requirements can be found at the EPA Office of Grants and Debarment website at

<https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-e-pa-financial>.

2. **Competency of Organizations Generating Environmental Measurement Data:** In accordance with Agency Policy Directive Number FEM-2012-02, *Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements*, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA Project Officer for this award.

C. Community Outreach

1. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved workplan which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed.
 - a. If any documents, fact sheets, and/or web materials are developed as part of this cooperative agreement, then they shall include the following statement: **"Though this project has been funded, wholly or in part, by EPA, the contents of this document do not necessarily reflect the views and policies of EPA."**
 - b. If a sign is developed as part of a project funded by this cooperative agreement, then the sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo acknowledging that EPA is a source of funding for the project. The EPA logo may be used on project signage when the sign can be placed in a visible location with direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>.
2. The CAR agrees to notify the EPA Project Officer of public or media events publicizing the accomplishment of significant events related to construction and/or site reuse projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
3. To increase public awareness of projects serving communities where English is not the predominant language, CARs are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

D. All Appropriate Inquiry

1. As required by CERCLA § 104(k)(2)(B)(ii) and CERCLA § 101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's all appropriate inquiries regulation (AAI). The CAR shall utilize the practices in ASTM standard E1527-13 *"Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process"*, or EPA's All Appropriate Inquiries Final Rule (40 CFR Part 312). A suggested outline for an AAI final report is provided in *"All Appropriate Inquiries Rule: Reporting Requirements and Suggestions on Report Content"*, (Publication Number: EPA 560-F-14-003). This does not preclude the use of cooperative agreement funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable state standards.
2. AAI final reports produced with funding from this agreement must comply with 40 CFR Part 312 and must, at a minimum, include the information below. All AAI reports submitted to EPA Project Officers as deliverables under this agreement must be accompanied by a completed *"All Appropriate Inquiries: Reporting Requirements Checklist for Assessment Grant Recipients"* (Publication Number: EPA 560-F-17-194) that the EPA Project Officer will provide to the recipient. The checklist is available to CARs on EPA's website at www.epa.gov/brownfields. The completed checklist must include:
 - a. An **opinion** as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.
 - b. An identification of **"significant" data gaps** (as defined in 40 CFR § 312.10), if any, in the information collected for the inquiry. Significant data gaps include missing or unattainable information that affects the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable,

pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property. The documentation of significant data gaps must include information regarding the significance of these data gaps.

- c. **Qualifications and signature** of the environmental professional(s). The environmental professional must place the following statements in the document and sign the document:

- “[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we] meet the definition of Environmental Professional as defined in §312.10 of this part.”
- “[I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.”

Note: Please use either “I” or “We.”

- d. In compliance with §312.31(b), the environmental professional must include in the final report an **opinion regarding additional appropriate investigation**, if the environmental professional has such an opinion.
3. EPA may review checklists and AAI final reports for compliance with the AAI regulation documentation requirements at 40 CFR Part 312 (or comparable requirements for those using ASTM Standard 1527-13). Any deficiencies identified during an EPA review of these documents must be corrected by the recipient within 30 days of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire AAI report as authorized by 2 CFR § 200.338 through 2 CFR § 200.342. If a recipient willfully fails to correct the deficiencies EPA may consider other available remedies under 2 CFR § 200.342.

E. Completion of Assessment Activities

1. The CAR shall properly document the completion of all activities described in the EPA- approved workplan. This must be done through a final report or letter from a Qualified Environmental Professional, or other documentation provided by a State or Tribe that shows assessments are complete.

F. Inclusion of Additional Terms and Conditions

1. In accordance with 2 CFR § 200.333 the CAR shall maintain records pertaining to the cooperative for a minimum of three (3) years following submission of the final financial report unless one or more of the conditions described in the regulation applies. The CAR shall provide access to records relating to assessments supported with Assessment cooperative agreement funds to authorized representatives of the Federal government as required by 2 CFR § 200.336.
2. The CAR has an ongoing obligation to advise EPA if it assessed any penalties resulting from environmental non-compliance at sites subject to this agreement.

VI. PAYMENT AND CLOSEOUT

For the purposes of these Terms and Conditions, the following definitions apply: “payment” is EPA’s transfer of funds to the CAR; “closeout” refers to the process EPA follows to ensure that all administrative actions and work required under the cooperative agreement have been completed.

A. Payment Schedule

1. The CAR may request advance payment from EPA pursuant to 2 CFR § 200.305(b)(1) and the prompt

disbursement requirements of the General Terms and Conditions of this agreement.

This requirement does not apply to states which are subject to 2 CFR § 200.305(a).

B. Schedule for Closeout

1. Closeout will be conducted in accordance with 2 CFR § 200.343. EPA will close out the award when it determines that all applicable administrative actions and all required work under the cooperative agreement have been completed.
2. The CAR, within 90 days after the expiration or termination of the cooperative agreement, must submit all financial, performance, and other reports required as a condition of the cooperative agreement 2 CFR Part 200.
 - a. The CAR must submit the following documentation:
 - i. The Final Technical Cooperative Agreement Report as described in Section III.F. of these Terms and Conditions.
 - ii. Administrative and Financial Reports as described in the Grant-Specific Administrative Terms and Conditions of this agreement.
 - b. The CAR must ensure that appropriate data have been entered into ACRES or all Property Profile Forms are submitted to the EPA Project Officer.
 - c. As required by 2 CFR § 200.343, the CAR must immediately refund to EPA any balance of unobligated (unencumbered) advanced cash or accrued program income that is not authorized to be retained for use on other cooperative agreements.

END OF DOCUMENT

FY19 Assessment Cooperative Agreement Terms & Conditions

Please note that these Terms and Conditions (T&Cs) apply to Brownfield Assessment Cooperative Agreements awarded under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k).

I. GENERAL FEDERAL REQUIREMENTS

NOTE: For the purposes of these Terms and Conditions, the term “assessment” includes eligible activities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k)(2)(A)(i) such as activities involving the inventory, characterization, assessment, and planning relating to brownfield sites as described in the EPA-approved workplan.

A. Federal Policy and Guidance

1. Cooperative Agreement Recipients: By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the proposal for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2019 competition for Brownfield Assessment cooperative agreements.

2. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of CERCLA § 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable federal and state laws and regulations.
3. A term and condition or other legally binding provision shall be included in all subawards entered into with the funds awarded under this agreement, or when funds awarded under this agreement are used in combination with non-federal sources of funds, to ensure that the CAR complies with all applicable federal and state laws and requirements. In addition to CERCLA § 104(k), federal applicable laws and requirements include 2 CFR Part 200.
4. The CAR must comply with federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR § 1910.120; Uniform Relocation Act (40 USC § 61); National Historic Preservation Act (16 USC § 470); Endangered Species Act (P.L. 93-205); Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR § 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC §§ 327-333); the Anti-Kickback Act (40 USC § 276c); and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.
5. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration, and repair contracts and subcontracts awarded with funds provided under this agreement by operation of CERCLA § 104(g). Assessment activities generally do not involve construction, alteration, and repair within the meaning of the Davis-Bacon Act. However, the recipient must contact the EPA Project Officer if there are unique circumstances (e.g., removal of an underground storage tank or another structure and restoration of the site) which indicate that the Davis-Bacon Act applies to an activity the CAR intends to carry out with funds provided under this agreement. EPA will provide guidance on Davis-Bacon Act compliance if necessary.

**[attachment "Davis Bacon Brownfields Petroleum - Governmental Entities_final.doc"
deleted by Wendy Wasson/R10/USEPA/US]**

II. SITE ELIGIBILITY REQUIREMENTS

A. Eligible Brownfield Site Determinations

1. The CAR must provide information to the EPA Project Officer about site-specific work prior to incurring any costs under this cooperative agreement for sites that have not already been pre-approved in the CAR's workplan by EPA. The information that must be provided includes whether the site meets the definition of a brownfield site as defined in § 101(39) of

CERCLA, and whether the CAR is the potentially responsible party under CERCLA § 107, is exempt from CERCLA liability and/or has defenses to CERCLA liability.

2. If the site is excluded from the general definition of a brownfield, but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination from the EPA Project Officer. In its request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that EPA has determined that the property is eligible.
3. Brownfield Sites Contaminated with Petroleum
 - a. For any petroleum-contaminated brownfield site that is not included in the CAR's EPA-approved workplan, the CAR shall provide sufficient documentation to EPA prior to incurring costs under this cooperative agreement which documents that:
 - i. the State determines there is "no viable responsible party" for the site;
 - ii. the State determines that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site; and
 - iii. the site is not subject to any order issued under Section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State, following contact and discussion with the appropriate state petroleum program official. Please contact the EPA Project Officer for additional information.

- b. Documentation must include:
 - i. the identity of the State program official contacted;
 - ii. the State official's telephone number;
 - iii. the date of the contact; and
 - iv. a summary of the discussion relating to the State's determination that there is no viable responsible party and that the person assessing or investigating the site is not potentially liable for cleaning up the site.

Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.

- c. If the State chooses not to make the determinations described in Section II.A.3. above, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the requisite determinations.

- d EPA will make all determinations on the eligibility of petroleum-contaminated brownfield sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. § 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the determinations described in Section II.A.3.b. above.**

III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Sufficient Progress

1. This condition supplements the requirements of the Sufficient Progress Condition (No. 22) in the General Terms and Conditions. If after 18 months from the date of award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the CAR must implement a corrective action plan concurred on by the EPA Project Officer and approved by the Award Official or Grants Management Officer. Alternatively, EPA may terminate this agreement under 2 CFR § 200.339 for material non-compliance with its terms, or with the consent of the CAR as provided at 2 CFR § 200.339, depending on the circumstances. Sufficient progress is indicated when 35% of funds have been drawn down and disbursed for eligible activities. For assessment coalition cooperative agreements, sufficient progress is demonstrated when a solicitation for services has been released, sites are prioritized or an inventory has been initiated (if necessary), community involvement activities have been initiated and a Memorandum of Agreement is in place, or other documented activities that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

B. Substantial Involvement

1. EPA may be substantially involved in overseeing and monitoring this cooperative agreement.
 - a. Substantial involvement by EPA generally includes administrative activities by the EPA Project Officer such as monitoring, reviewing project phases, and approving substantive terms included in professional services contracts. EPA will not direct or recommend that the CAR enter into a contract with a particular entity.
 - b. Substantial EPA involvement includes brownfield property-specific funding determinations described in Section II.A.2. If the CAR awards a subaward for site assessment, the CAR must obtain technical assistance from EPA on which sites qualify as a brownfield site and determine whether the statutory prohibition found in CERCLA § 104(k)(5)(B)(i)(IV) applies. This prohibition does not allow the subrecipient to use EPA cooperative agreement funds to assess a site for which the subrecipient is potentially liable under § 107 of CERCLA.
 - c. Substantial EPA involvement may include reviewing financial and program performance reports, monitoring all reporting, record-keeping, and other program

requirements.

- d. EPA may waive any of the provisions in Section III.B.1. with the exception of property-specific funding determinations, at its own initiative or upon request by the CAR. The EPA Project Officer will provide waivers in writing.
2. Effects of EPA's substantial involvement include:
 - a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any federal statute.
 - b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable federal and state laws.
 - c. The CAR and its subrecipients remain responsible for ensuring costs are allowable under 2 CFR Part 200, Subpart E.

C. Cooperative Agreement Recipient Roles and Responsibilities

1. The CAR must acquire the services of a Qualified Environmental Professional(s) as defined in 40 CFR § 312.10 to coordinate, direct, and oversee the brownfield site assessment activities at a given site, if it does not have such a professional on staff.
2. Subawards are defined at 2 CFR § 200.92. The CAR may not subaward to for-profit organizations or individual consultants. The CAR must obtain commercial services and products necessary to carry out this agreement under competitive procurement procedures as described in 2 CFR §§ 200.317 through 200.326. In addition, EPA policy encourages awarding subawards competitively and the CAR must consider awarding subawards through competition. Recipients may consult EPA's [Subaward Policy](#) and [Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements](#) for additional guidance.
3. The CAR is responsible for ensuring that funding received under this cooperative agreement does not exceed the statutory \$200,000 funding limitation for an individual brownfield site. Waiver of this funding limit for a brownfield site must be submitted to the EPA Project Officer and approved prior to the expenditure of funding exceeding \$200,000. In no case may funding for site-specific assessment activities exceed \$350,000 on a site receiving a waiver. CARs expending funding from a Community-wide Assessment cooperative agreement must include this amount in any total funding expended on the site.
4. Cybersecurity – The recipient agrees that when collecting and managing environmental data under this cooperative agreement, it will protect the data by following all applicable State cybersecurity requirements.
 - a. EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement

are secure. For purposes of this section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/ Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

- b. The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in Cybersecurity Section a. above if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR § 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.
5. All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

D. Quarterly Progress Reports

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.328, *Monitoring and Reporting Program Performance*), the CAR agrees to submit quarterly progress reports to the EPA Project Officer within 30 days after each reporting period. The reporting periods are October 1 – December 31 (1st quarter); January 1 – March 31 (2nd quarter); April 1 – June 30 (3rd quarter); and July 1 – September 30 (4th quarter).

These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

The CAR shall refer to and utilize the Quarterly Reporting function resident within the Assessment, Cleanup and Redevelopment Exchange System (ACRES) to submit quarterly reports, unless otherwise agreed to an emailed electronic copy with the Region.

2. The CAR must submit progress reports on a quarterly basis to the EPA Project Officer. Quarterly progress reports must include:
 - a. A summary that clearly differentiates between activities completed with EPA funds provided under the Brownfield Assessment cooperative agreement and related activities completed with other sources of leveraged funding.
 - b. A summary and status of approved activities performed during the reporting quarter; a summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems encountered during the reporting quarter that may affect the project schedule.
 - c. A comparison of actual accomplishments to the anticipated outputs/outcomes specified in the EPA-approved workplan and reasons why anticipated outputs/outcomes were not met.
 - d. An update on project schedules and milestones, including an explanation of any discrepancies from the EPA-approved workplan.
 - e. A list of the properties where assessment activities were performed and/or completed during the reporting quarter.
 - f. A budget recap summary table with the following information: current approved project budget; EPA funds drawn down during the reporting quarter; costs drawn down to date (cumulative expenditures); program income generated and used (if applicable); and total remaining funds. The CAR should include an explanation of any discrepancies in the budget from the EPA-approved workplan, of cost overruns or high unit costs, and other pertinent information.

Note: Each property where assessment activities were performed and/or completed must have its corresponding information updated in ACRES (or via the Property Profile Form with prior approval from the EPA Project Officer) prior to submitting the quarterly progress report (see Section III.E. below).

3. When the workplan and budget for this agreement includes subawards, the CAR is a pass-through entity under the “Establishing and Managing Subaward” General Term and Condition of this agreement. As the pass-through entity, the CAR must report to EPA on its subaward monitoring activities under 2 CFR § 200.331(d), including the following information on subawards as part of the CAR’s quarterly performance reporting:
 - a. Summaries of results of reviews of financial and programmatic reports.
 - b. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.

- c. Environmental results the subrecipient achieved.
 - d. Summaries of audit findings and related pass-through entity management decisions.
 - e. Actions the pass-through entity has taken to correct any deficiencies such as those specified at [2 CFR § 200.331\(e\)](#), [2 CFR § 200.207](#) and [2 CFR § 200.338, Remedies for Noncompliance](#) .
4. The CAR must maintain records that will enable it to report to EPA on the amount of funds disbursed by the CAR to assess specific properties under this cooperative agreement.
 5. In accordance with 2 CFR § 200.328(d)(1), the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the EPA-approved workplan.

E. Property Profile Submission

1. The CAR must report on interim progress (i.e., assessment started) and any final accomplishments (i.e., assessment completed, clean up required, contaminants, institutional controls, engineering controls) by completing and submitting relevant portions of the Property Profile Form using the Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. The CAR must enter any new data into ACRES prior to submitting the quarterly progress report to the EPA Project Officer. The CAR must utilize the ACRES system unless approval is obtained from the EPA Project Officer to utilize and the Property Profile Form.

F. Final Technical Cooperative Agreement Report with Environmental Results

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.328, *Monitoring and Reporting Program Performance*), the CAR agrees to submit to the EPA Project Officer within 90 days after the expiration or termination of the approved project period a final technical report on the cooperative agreement and at least one reproducible copy suitable for printing. The final technical report shall document project activities over the entire project period and shall include brief information on each of the following areas:
 - a. a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the EPA-approved workplan;
 - b. reasons why anticipated outputs/outcomes were not met; and
 - c. other pertinent information, including when appropriate, analysis and explanation of cost overruns or high unit costs.

IV. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the EPA-approved workplan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess sites; conduct site-specific planning, general brownfield-related planning activities around one or more brownfield sites, and outreach. Eligible programmatic expenses include activities described in Section V. of these Terms and Conditions. In addition, eligible programmatic expenses may include:
 - a. Determining whether assessment activities at a particular site are authorized by CERCLA § 104(k).
 - b. Ensuring that an assessment complies with applicable requirements under federal and state laws, as required by CERCLA § 104(k).
 - c. Developing a Quality Assurance Project Plan (QAPP) as required by 2 CFR § 1500.11. The specific requirement for a QAPP is outlined in *Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance* available at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.
 - d. Using a portion of the cooperative agreement funds to purchase environmental insurance for the characterization or assessment of the site. Funds may not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section IV., *Ineligible Uses of the Funds for the Cooperative Agreement Recipient*.
 - e. Any other eligible programmatic costs, including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding, monitoring, and managing subawards to the extent required to comply with 2 CFR § 200.331 and the “Establishing and Managing Subawards” General Term and Condition; and carrying out community involvement pertaining to the assessment activities.
2. **Local Governments Only.** No more than 10% of the funds awarded by this agreement may be used by the CAR itself as a programmatic cost for Brownfield Program development and implementation of monitoring health conditions and institutional controls. The health monitoring activities must be associated with brownfield sites at which at least a Phase II environmental site assessment is conducted and is contaminated with hazardous substances. The CAR must maintain records on funds that will be used to carry out this task to ensure compliance with this requirement.
3. Under CERCLA § 104(k)(5)(B), CARs and subrecipients may use up to 5% of the amount of federal funding for this cooperative agreement for administrative costs, including indirect costs under 2 CFR § 200.414. The limit on administrative costs for this agreement is \$30,000. The total amount of indirect costs and any direct costs for cooperative agreement administration by the CAR or subaward administration by subrecipients paid for by EPA under the cooperative agreement may not exceed this amount. As required by 2 CFR § 200.403(d), the CAR and subrecipients must classify administrative costs as direct or indirect consistently and may not classify the same types of cost in both categories.

Eligible cooperative agreement and subaward administrative costs subject to the 5% limitation include direct costs for:

- a. Costs incurred to comply with the following provisions of the *Uniform Administrative Requirements for Cost Principles and Audit Requirements for Federal Awards* at 2 CFR Parts 200 and 1500 other than those identified as programmatic.
 - i. Record-keeping associated with equipment purchases required under 2 CFR § 200.313;
 - ii. Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR § 200.308;
 - iii. Maintaining and operating financial management systems required under 2 CFR § 200.302;
 - iv. Preparing payment requests and handling payments under 2 CFR § 200.305;
 - v. Financial reporting under 2 CFR § 200.327.
 - vi. Non-federal audits required under 2 CFR Part 200, Subpart F; and
 - vii. Closeout under 2 CFR § 200.343 with the exception of preparing the recipient's final performance report. Costs for preparing this report are programmatic and are not subject to the 5% limitation on direct administrative costs.
- b. Pre-award costs for preparation of the proposal and application for this cooperative agreement (including the final workplan) or applications for subawards are not allowable as direct costs but may be included in the CAR's or subrecipient's indirect cost pool to the extent authorized by 2 CFR § 200.460.

B. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:
 - a. Cleanup activities;
 - b. Site development activities that are not brownfield site assessment activities (e.g., marketing of property (activities or products created specifically to attract buyers or investors) or construction of a new facility);
 - c. General community visioning, area-wide zoning updates, design guideline development, master planning, green infrastructure, infrastructure service delivery, and city-wide or comprehensive planning/plan updates – these activities are all ineligible uses of grant funds if unrelated to advancing cleanup and reuse of brownfield sites or sites to be assessed. Note: for these types of activities to be an eligible use of grant funds, there must be a specific nexus between the activity and how it will help further cleanup and reuse of the priority brownfield site(s). This

nexus must be clearly described in the workplan for the project;

- d. Job training unrelated to performing a specific assessment at a site covered by the cooperative agreement;
- e. To pay for a penalty or fine;
- f. To pay a federal cost share requirement (e.g., a cost share required by another federal grant) unless there is specific statutory authority;
- g. To pay for a response cost at a brownfield site for which the CAR or subaward recipient is potentially liable under CERCLA § 107;
- h. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the assessment; and
- i. Unallowable costs (e.g., lobbying and purchases of alcoholic beverages) under 2 CFR Part 200, Subpart E.

2. Cooperative agreement funds may not be used for any of the following properties:

- a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
- b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
- c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or
- d. A site excluded from the definition of a brownfield site for which EPA has not made a property-specific funding determination.

C. Interest-Bearing Accounts and Program Income

- 1. In accordance with 2 CFR § 1500.7(b), during the performance period of the cooperative agreement, the CAR is authorized to add program income to the funds awarded by EPA and use the program income under the same terms and conditions of this agreement.
- 2. Program income for the CAR shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income includes, but is not limited to, fees charged for conducting assessment, site characterizations, cleanup planning, or other activities when the costs for the activity is charged to this agreement.
- 3. The CAR must deposit advances of cooperative agreement funds and program income (i.e., fees) in an interest-bearing account.
 - a. For interest earned on advances, CARs are subject to the provisions of 2 CFR 200.305(b)(7)(ii) relating to remitting interest on advances to EPA on a quarterly

basis.

- b. Any program income earned by the CAR will be added to the funds EPA has committed to this agreement and used only for eligible and allowable costs under the agreement as provided in 2 CFR § 200.307 and 2 CFR § 1500.7, as applicable.
 - c. Interest earned on program income is considered additional program income.
 - d. The CAR must disburse program income (including interest earned on program income) before requesting additional payments from EPA as required by 2 CFR § 200.305(b)(5).
4. As required by 2 CFR § 200.302, the CAR must maintain accounting records documenting the receipt and disbursement of program income.
5. The recipient must provide as part of its quarterly performance report and final technical report a description of how program income is being used. Further, a report on the amount of program income earned during the award period must be submitted with the quarterly performance report, final technical report, and Federal Financial Report (Standard Form 425).

V. ASSESSMENT REQUIREMENTS

A. Authorized Assessment Activities

1. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), the CAR shall consult with the EPA Project Officer regarding potential applicability of the National Historic Preservation Act (NHPA) (16 USC § 470) and, if applicable, shall assist EPA in complying with any requirements of the NHPA and implementing regulations.

B. Quality Assurance (QA) Requirements

1. When environmental data are collected as part of the brownfield assessment, the CAR shall comply with 2 CFR § 1500.11 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements. Recipients implementing environmental programs within the scope of the assistance agreement must submit to the EPA Project Officer an approvable Quality Assurance Project Plan (QAPP) at least 30 to 45 days prior to the initiating of data collection or data compilation. The Quality Assurance Project Plan (QAPP) is the document that provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. Environmental programs include direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology.

The QAPP should be prepared in accordance with EPA QA/R-5: EPA Requirements for

Quality Assurance Project Plans.

No environmental data collection or data compilation may occur until the QAPP is approved by the EPA Project Officer and Quality Assurance Regional Manager. When the recipient is delegating the responsibility for an environmental data collection or data compilation activity to another organization, the EPA Regional Quality Assurance Manager may allow the recipient to review and approve that organization's QAPP. Additional information on these requirements can be found at the EPA Office of Grants and Debarment website at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.

2. Competency of Organizations Generating Environmental Measurement Data: In accordance with Agency Policy Directive Number FEM-2012-02, *Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements*, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA Project Officer for this award.

C. Community Outreach

1. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved workplan which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed.
 - a. If any documents, fact sheets, and/or web materials are developed as part of this cooperative agreement, then they shall include the following statement: **"Though this project has been funded, wholly or in part, by EPA, the contents of this document do not necessarily reflect the views and policies of EPA."**
 - b. If a sign is developed as part of a project funded by this cooperative agreement, then the sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo acknowledging that EPA is a source of funding for the project. The EPA logo may be used on project signage when the sign can be placed in a visible location with direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>.
2. The CAR agrees to notify the EPA Project Officer of public or media events publicizing the accomplishment of significant events related to construction and/or site reuse projects as a result of this agreement, and provide the opportunity for attendance and participation by

federal representatives with at least ten (10) working days' notice.

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

D. All Appropriate Inquiry

1. As required by CERCLA § 104(k)(2)(B)(ii) and CERCLA § 101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's all appropriate inquiries regulation (AAI). The CAR shall utilize the practices in ASTM standard E1527-13 "*Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process*," or EPA's All Appropriate Inquiries Final Rule (40 CFR Part 312). A suggested outline for an AAI final report is provided in "*All Appropriate Inquiries Rule: Reporting Requirements and Suggestions on Report Content*", (Publication Number: EPA 560-F-14-003). This does not preclude the use of cooperative agreement funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable state standards.
2. AAI final reports produced with funding from this agreement must comply with 40 CFR Part 312 and must, at a minimum, include the information below. All AAI reports submitted to EPA Project Officers as deliverables under this agreement must be accompanied by a completed "*All Appropriate Inquiries: Reporting Requirements Checklist for Assessment Grant Recipients*" (Publication Number: EPA 560-F-17-194) that the EPA Project Officer will provide to the recipient. The checklist is available to CARs on EPA's website at www.epa.gov/brownfields. The completed checklist must include:
 - a. An ***opinion*** as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.
 - b. An identification of "***significant***" ***data gaps*** (as defined in 40 CFR § 312.10), if any, in the information collected for the inquiry. Significant data gaps include missing or unattainable information that affects the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property. The documentation of significant data gaps must include information regarding the significance of these data gaps.
 - c. ***Qualifications and signature*** of the environmental professional(s). The environmental professional must place the following statements in the document and sign the document:

- “[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we] meet the definition of Environmental Professional as defined in §312.10 of this part.”
- “[I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.”

Note: Please use either “I” or “We.”

- d. In compliance with §312.31(b), the environmental professional must include in the final report an ***opinion regarding additional appropriate investigation***, if the environmental professional has such an opinion.
3. EPA may review checklists and AAI final reports for compliance with the AAI regulation documentation requirements at 40 CFR Part 312 (or comparable requirements for those using ASTM Standard 1527-13). Any deficiencies identified during an EPA review of these documents must be corrected by the recipient within 30 days of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire AAI report as authorized by 2 CFR § 200.338 through 2 CFR § 200.342. If a recipient willfully fails to correct the deficiencies EPA may consider other available remedies under 2 CFR § 200.342.

E. Completion of Assessment Activities

1. The CAR shall properly document the completion of all activities described in the EPA-approved workplan. This must be done through a final report or letter from a Qualified Environmental Professional, or other documentation provided by a State or Tribe that shows assessments are complete.

F. Inclusion of Additional Terms and Conditions

1. In accordance with 2 CFR § 200.333 the CAR shall maintain records pertaining to the cooperative for a minimum of three (3) years following submission of the final financial report unless one or more of the conditions described in the regulation applies. The CAR shall provide access to records relating to assessments supported with Assessment cooperative agreement funds to authorized representatives of the Federal government as required by 2 CFR § 200.336.
2. The CAR has an ongoing obligation to advise EPA if it assessed any penalties resulting from environmental non-compliance at sites subject to this agreement.

VI. PAYMENT AND CLOSEOUT

For the purposes of these Terms and Conditions, the following definitions apply: “payment” is EPA’s transfer of funds to the CAR; “closeout” refers to the process EPA follows to ensure that all administrative actions and work required under the cooperative agreement have been completed.

A. Payment Schedule

1. The CAR may request advance payment from EPA pursuant to 2 CFR § 200.305(b)(1) and the prompt disbursement requirements of the General Terms and Conditions of this agreement.

This requirement does not apply to states which are subject to 2 CFR § 200.305(a).

B. Schedule for Closeout

1. Closeout will be conducted in accordance with 2 CFR § 200.343. EPA will close out the award when it determines that all applicable administrative actions and all required work under the cooperative agreement have been completed.
2. The CAR, within 90 days after the expiration or termination of the cooperative agreement, must submit all financial, performance, and other reports required as a condition of the cooperative agreement 2 CFR Part 200.
 - a. The CAR must submit the following documentation:
 - i. The Final Technical Cooperative Agreement Report as described in Section III.F. of these Terms and Conditions.
 - ii. Administrative and Financial Reports as described in the Grant-Specific Administrative Terms and Conditions of this agreement.
 - b. The CAR must ensure that appropriate data have been entered into ACRES or all Property Profile Forms are submitted to the EPA Project Officer.
 - c. As required by 2 CFR § 200.343, the CAR must immediately refund to EPA any balance of unobligated (unencumbered) advanced cash or accrued program income that is not authorized to be retained for use on other cooperative agreements.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF
SOLID WASTE AND
EMERGENCY RESPONSE

NOW THE
OFFICE OF LAND AND
EMERGENCY MANAGEMENT

June 5, 2019

The Honorable Cheryl Selby
Mayor of Olympia
Olympia City Council
PO Box 1967
Olympia, WA 98507

Dear Mayor Selby:

On behalf of the United States Environmental Protection Agency (EPA), I am pleased to congratulate you and confirm that the City of Olympia was selected as one of the entities EPA will begin negotiations with to award a cooperative agreement for an Assessment Grant. The City of Olympia submitted an outstanding grant proposal, and we deeply appreciate the tremendous commitment of time and energy that went into its preparation.

Since its inception in 1995, EPA's Brownfields Program has worked to help states and communities around the country clean up and revitalize brownfield sites. We fully expect that these brownfield projects will provide benefits to the environment and economy of local communities. Susan Morales, your Regional Brownfields Contact, will work closely with the City of Olympia to negotiate the cooperative agreement prior to the grant award. You may contact Susan Morales at 206-553-7299 or morales.susan@epa.gov.

Again, congratulations on being selected! We look forward to working with you.

Sincerely,

A handwritten signature in black ink, which appears to read "David R. Lloyd", is positioned above the typed name.

David R. Lloyd, Director
Office of Brownfields and Land Revitalization

cc: Susan Morales
Mike Reid



City Council

Approval of an Ordinance Imposing the Maximum Sales and Use Tax for Affordable Housing Permitted by SHB 1406

Agenda Date: 11/4/2019
Agenda Item Number: 4.E
File Number: 19-0991

Type: ordinance **Version:** 1 **Status:** 1st Reading-Consent

Title

Approval of an Ordinance Imposing the Maximum Sales and Use Tax for Affordable Housing Permitted by SHB 1406

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to adopt the Ordinance imposing the maximum sales and use tax credit permitted by SHB 1406, which permits the City to receive 0.0146 percent of the State's 6.5 percent sales and use tax collected within the City of Olympia, as permitted by SHB 1406 for affordable and supportive housing purposes on first reading and forward to second reading.

Report

Issue:

Whether to adopt legislation authorizing the maximum capacity of the sales and use tax for affordable and supportive housing as provided by SHB 1406.

Staff Contact:

Cary Retlin, Housing Manager, Community Planning & Development, 360.570-3956.

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

During the 2019 legislative session, the state approved a local option for cities and counties to receive a portion of the State's existing sales tax revenue (6.5%) for specific affordable housing uses by cities and counties. This local sales tax authority is a credit against the State's sales tax, so it does not increase taxes locally for the consumer.

SHB 1406 incentivizes cities and counties to pass local levies like Olympia's Home Fund and rewards cities that have already taken that step. Because Olympia has passed a "qualifying local tax"

in the Home Fund, the City can claim the higher increment of 0.0146 percent of the State's portion of local sales and use tax for up to 20 years.

The revenue derived by the proposed ordinance must be used for acquiring, rehabilitating, or constructing affordable housing; operations and maintenance of new affordable or supportive housing facilities; and rental assistance. The funding must be spent on projects that serve persons whose income is at or below 60 percent of the area median income. Cities can also issue bonds to finance the authorized projects with this revenue.

This Ordinance is required to re-adopt the sales and use tax credit permitted by SHB 1406, following Council's repeal of prior Ordinance No. 7200 in Ordinance No. 7204, in order to permit Thurston County to pass its SHB 1406 ordinance first in order to maximum the County's receipt of funding under SHB 1406.

Neighborhood/Community Interests (if known):

Passage of the Home Fund levy indicates there is broad community support for dedicating tax revenue to local affordable housing investments. SHB 1406 permits sharing of the State's portion of sales and use taxes collected within the City of Olympia for local use to acquire, rehabilitate or construct affordable housing, operation and maintenance of such housing facilities, or rental assistance.

Options:

1. Approve the Ordinance imposing the maximum sales and use tax permitted by SHB 1406 for affordable and supportive housing.
2. Do not approve the Ordinance.
3. Direct staff to take other action.

Financial Impact:

If this Ordinance is approved by Council, it will result in the City receiving new revenue from the State's portion of local sales and use taxes of approximately \$330,000 in 2020, for specific affordable housing uses in Olympia.

Attachments:

Ordinance
Resolution of Intent

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, IMPOSING THE MAXIMUM LOCAL SALES AND USE TAX PURSUANT TO SUBSTITUTE HOUSE BILL 1406 (SHB 1406) (CHAPTER 338, LAWS OF 2019) TO BE USED TO CONSTRUCT AFFORDABLE HOUSING, SUPPORTIVE HOUSING SERVICES, AND PROVIDING RENTAL ASSISTANCE TO TENANTS; AND PROVIDING FOR OTHER MATTERS RELATING THERETO AND PROPERLY PERMITTED BY STATE LAW.

THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON DOES ORDAIN as follows:

Section 1. Findings. The City Council (the "Council") of the City of Olympia, Washington (the "City"), makes the following findings and determinations:

1.1 SHB 1406 (Chapter 338, Laws of 2019) authorizes counties and cities to impose a sales and use tax of 0.0146, provided that the city is a "Participating city" that has imposed a voter approved "Qualifying local tax" as provided in RCW 82.14.530 at a minimum or at least half of the authorized rate, which City's proceeds shall be used to construct affordable and supportive housing and for housing-related purposes, including mental and behavioral health-related facilities, and for costs for operations, maintenance, delivery, and evaluation of mental health programs and services, or housing-related services, all as permitted by state law in RCW 82.14.530.

1.2 On October 24, 2017, the Council adopted Resolution No. M-1912 (the "Ballot Resolution") authorizing submission to the qualified voters of the City a proposition authorizing an additional sales and use tax of not more than one-tenth of one percent for the Olympia Home Fund for supportive housing and housing-related purposes, including mental and behavioral health-related facilities ("Proposition No. 1") as provided in RCW 82.14.530.

1.3 Proposition No. 1 was approved by the requisite number of City voters at the election held on February 13, 2018, and its passage was certified by the County Auditor on February 23, 2018, imposing a "Qualifying local tax" for purposes of SHB 1406 (Chapter 338, Laws of 2019) to provide funds to construct affordable and supportive housing and housing related services and for operations and maintenance.

1.4 The Council previously found that the City of Olympia had satisfied all prerequisites to impose the sales and use tax permitted by SHB 1406 (Chapter 338, Laws of 2019, effective July 28, 2019), including adopting Council Resolution No. M-2047 on August 5, 2019, declaring Council's intent to impose the sales and use tax permitted by SHB 1406 (Chapter 338, Laws of 2019) at the maximum rate of 0.0146 percent, as the City is a "Participating city" with an existing "Qualifying local tax" pursuant to SHB 1406.

1.5 Subsequently, on October 29, 2019, after finding that the City of Olympia has satisfied all prerequisites to impose the sales and use tax permitted by SHB 1406 (Chapter 338, Laws of 2019, effective July 28, 2019), the Council adopted Council Resolution No. M-2059, declaring again the Council's intent to impose the sales and use tax permitted by SHB 1406 (Chapter 338, Laws of 2019, effective July 28, 2019) at the maximum rate of 0.0146 percent, as the City is a "Participating city" with an existing "Qualifying local tax" pursuant to SHB 1406.

Section 2. Sales and Use Tax Imposed.

2.1 **Tax Imposed; Effective Date.** The sales and use tax shall be imposed at a rate of 0.0146 of one percent of the selling price in the case of a sales tax, or value of the article used, in the case of a use

tax. The tax shall become effective on the earliest practicable date consistent with SHB 1406 (Chapter 338, Laws of 2019).

2.2 Use of Sales and Use Tax Receipts Pursuant to SHB 1406. City proceeds shall be used for acquiring, rehabilitating, or constructing affordable housing, which may include new units of affordable housing within an existing structure or facilities providing supportive housing services, and providing supportive housing, or funding the operations and maintenance costs of new units of affordable or supportive housing, or for providing rental assistance to tenants as required by SHB 1406.

2.3 Income Limitations. The housing and services provided pursuant to SHB 1406(6) may only be provided to persons whose income is at or below sixty percent (60%) of the median income of Thurston County, as the City of Olympia is located within said county and is imposing the tax.

2.4 Expiration of Tax. The tax imposed by the City under SHB 1406 (Chapter 338, Laws of 2019) shall expire twenty (20) years after the date on which the tax is first imposed.

Section 3. Administration. The City Clerk is directed to cause a certified copy of this Ordinance to be delivered to the State of Washington Department of Revenue, the State of Washington Department of Commerce, and any other public officers or agencies required by law. The City's Administrative Services Director and other appropriate officers are authorized and directed to enter into such contracts with and provide such notices to the State Department of Revenue or Department of Commerce, and other appropriate state or local agencies, for the collection and distribution of receipts of the tax imposed by this Ordinance as may be necessary or convenient consistent with SHB 1406 (Chapter 338, Laws of 2019), Chapter 82.14 RCW and other applicable law.

Section 4. Ratification. All actions taken in furtherance of and not inconsistent with this Ordinance are ratified and confirmed in all respects.

Section 5. Severability. If any provision of this Ordinance is declared by any court of competent jurisdiction to be invalid, then such provision shall be null and void and shall be severable from the remaining provisions of this Ordinance and shall in no way affect the validity of the other provisions of this Ordinance.

Section 6. Publication and Effective Date. Notification of passage of this Ordinance shall be published as provided by law, and shall take effect and be in full force five (5) days after publication.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

2020 Legislative Overview

Agenda Date: 11/4/2019
Agenda Item Number: 6.A
File Number: 19-1013

Type: information **Version:** 1 **Status:** Other Business

Title

2020 Legislative Overview

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Receive a briefing on the 2020 Legislative session. Briefing only, no action required.

Report

Issue:

Whether to receive a briefing on the 2020 Legislative session.

Staff Contact:

Jay Burney, Assistant City Manager, Executive Department, 360.753.8740

Presenter(s):

Jay Burney, Assistant City Manager
Susan Grisham, Executive Assistant
Debora Munguia, Capitol Consulting

Background and Analysis:

The City contracts with Debora Munguia with Capitol Consulting to represent the City as our lobbyist. Ms. Munguia, will provide Council with an overview of the upcoming 2020 Legislative session, including items of importance for Cities, and expectations for actions during the session. Staff will also share an initial draft of Olympia's Legislative Agenda (attached). Council will adopt the City of Olympia 2020 Legislative Agenda at its December 17, 2019 meeting, and our annual Legislative Breakfast is scheduled for January 8, 2020.

Neighborhood/Community Interests (if known):

N/A

Options:

Briefing only, no action required.

Financial Impact:

N/A

Attachments:

Olympia Draft 2020 Legislative Priorities

DRAFT Olympia's 2020 Legislative Agenda

Olympia

Investing in the Capital City

- Olympia is the front door of Washington's State government.
- As the Capital City, Olympia embraces its role as host to the state.
- We value State employees and visiting citizens who work, shop, and dine in our downtown.

Olympia City Council

Cheryl Selby, Mayor
Jessica Bateman, Mayor Pro Tem
Jim Cooper
Clark Gilman
Nathaniel Jones
Lisa Parshley
Renata Rollins



Contact City Council

360.753.8244
citycouncil@ci.olympia.wa.us

Administration

Jay Burney, Interim City Manager
Susan Grisham, Executive Assistant

2020 Legislative Priorities:

- **State resources and support to address homelessness, affordable housing, mental health and chemical dependency services.**
 - Olympia has the highest percentage of rent-burdened households and the highest concentration of the County's homeless.
 - State support is needed for renter/tenant protections.
 - Support is needed for use of state property for the homeless.
 - State support is needed for mental health resources.
- **Funding for new US 101 Interchange ramps in West Olympia.**
 - The Cooper Point Road/Black Lake Boulevard intersection is failing.
 - Addressing congestion in this critical area requires more access from US 101 to West Olympia.
 - The interchange ramps are Olympia's highest priority for capital funds.
- **Climate Change**
 - The City supports bills related to climate change and emissions reduction.
 - Olympia supports state building and energy code amendments, increases in renewable energy, electric vehicle infrastructure and funding for local climate mitigation and adaptation efforts.

DRAFT

Other Priorities Important to Olympia

Residential Landlord-Tenant Act

The City supports a legislative amendment to the Residential Landlord-Tenant Act, specifically section RCW 59.18.040(1).

- An exemption is needed for facilities established and operated by religious organizations and government entities
- This would impact domestic violence shelters, shelter bed facilities, including tiny house and mitigation sites for lawful camping

A Ban on Sales/Transport of English and Atlantic Ivy

The City of Olympia seeks to ban the sale and transportation of English and Atlantic Ivy in Washington State.

- These types of ivy cause significant environmental damage to parks, trails, shorelines, and forest areas.
- Oregon banned the sale of these types of ivy in 2010.
- The Washington Recreation and Park Association has expressed support for such legislations.

New Funding Options for Parks M&O and Preservation Needs

The City supports the Washington Recreation and Parks Association's 2020 bill to allow parks and recreation agencies to take a 0.1 percent sales tax increase to voters and bond against the new sales tax proceeds upon voter approval.

Solid Waste Reduction

The City is interested in tracking legislation on solid waste, including bills on reducing packaging and plastics, as well as improving recycling markets in Washington State.

Funding for new First Responder Regional Training Center

\$4 million request for the design and construction of a Regional Training Center.

City Staff Contacts

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