



**CITY OF MATTAWA**  
**COUNCIL MEETING AGENDA**  
**March 19, 2026**  
**5:30 P.M.**

Call to Order:

Roll Call: Mayor Maria Celaya, Sun Hwang, Brian Berghout, Silvia Barajas, Tony Acosta,  
Alex Heredia, Fabiola Hernandez, Wendy Lopez

**I. Additions/Approval of Agenda:**

**II. Public Comments:**

**III. Presentation (Discussion): 76 Government Rd. (James Curdy)**

**IV. Consent Agenda/Informational:**

- Minutes- Council Meeting Minutes 03.05.26
- Gray & Osborne Project Summary 03.11.26
- 2026 Claims EFT & Checks Approval #2537-21561 -- \$95,597.38
- 2026 Payroll EFT Approval -- \$8,850.00

**V. Reports:**

Mayor Report

Council Report

Police Department Report

Public Works Department Report

**VI. Council, Items for Motion (Old Business):**

None.

**VII. Council, Items for Motion (New Business):**

1. 2026 Senior Graduation Parade – Event Permit Application
2. Solids Handling Agreement (WQC-2026-Mattaw-00250) – Dept. of Ecology
3. Dept. of Revenue Contract for Business Licensing
4. Ord. 26-705 Addition of Council Imposed Tax
5. Ord. 26-706 Sales & Use Tax 1/10<sup>th</sup> of 1% (Transportation Benefit District)
6. 2026 RCO Grant Application & Submittal for Program WWRP
7. 2026 RCO Youth Athletic Facilities Grant Application & Submittal
8. Council Retreat Date Selection – April 29<sup>th</sup> or April 30<sup>th</sup>

**VIII. Adjournment:**



**CITY OF MATTAWA  
COUNCIL MEETING MINUTES  
March 05, 2026  
5:30 PM**

**Call to Order/Roll Call**

Mayor Maria Celaya called the council meeting to order at 5:36 p.m. Council members present were Brian Berghout, Silvia Barajas, Tony Acosta, Alex Heredia, Fabiola Hernandez, Wendy Lopez. M/s; Berghout / Henandez motion to excuse Sun Hwang. Motion carried.

Staff present – Chief of Police Alex Zesati, Public Works Director Juan Ledezma, City Clerk Anabel Martinez

Others present—City attorney Anna Franz, Rachele (SCJ Alliance), Jamin (G & O)

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**I. Additions/Approval of Agenda:**

\*\*M/s; Acosta / Heredia motion to add change orders 5 & 6 for the WWTF Improvements and approve tonight's agenda. Motion carried.

**II. Public Comments:**

\*\*None.

**III. Consent Agenda/Information**

- Minutes – Council Meeting 02.19.26
- Gray & Osborne Project Summary 02.11.26
- SCJ Planning Monthly Update 02.27.26
- Utility Charges for New Unit at 76 Government Rd. Memo
- 2026 Claims EFT & Checks Approval #21523-21536-- \$216,060.42
- 2026 Payroll EFT & Checks Approval #32097-32104-- \$107,740.70
- Treasurer Report

\*\* Approval of Claims, Prepaid Claims, and Payroll Vouchers audited and certified by the City Clerk as required by RCW 42.24.080, and those expense reimbursement claims, certified as required by RCW

42.24.090, have been recorded on a listing which has been made available to the Council for approval and is retained for public inspection at City Hall.

\*\* As of March 5<sup>th</sup>, 2026, the Council approved payment of 2026 Claims EFT & Checks Approval #21523-21536 in the amount of \$216,060.42, 2026 Payroll EFT & Checks Approval #32097-32104 in the amount of \$107,740.70.

\*\* Councilwoman Hernandez asked regarding the 76 Government Rd. meme, if other multi-businesses are paying for water/sewer.

\*\* Legal suggested we send notice for code violation.

\*\* Councilman Acosta says we should follow our code and make sure the owner of the building is up to code.

\*\* Councilwoman Lopez said the tenant is still receiving service, regardless of part-time.

\*\* Councilman Berghout says we technically can go back and charge for service since the tenant started, but we are being lenient.

***\*\* M/s; Acosta / Lopez motion that bills, checks, payroll, 02.19.26 meeting minutes, and treasurer report be approved. Motion carried.***

#### **IV. Reports:**

##### **Mayor's Report**

\*\* Mayor Celaya asked the council for any suggested topics for a council retreat. Some ideas were fundraising, food vendors, ethics, revenues, ARPA funds, annexations pros/cons, water hookups capacity, ERU's, Engineering, Planning (housing, population, comp plan).

*(Councilman Acosta left at 5:55 pm.)*

##### **Council Report**

\*\* Councilwoman Lopez asked Juan where she can drop her iPad for an update needed. Juan said it can be dropped off anytime here at the office and if it's a simple update or not we can reach out to Vision.

##### **Police Department Report**

\*\* Provided Calls for Service report to council.

New hire: awaiting academy date, which will determine the hire date. Hopefully by the end of the month.

\*\* Flock cameras will be installed by next week.

##### **Public Works Department Report**

\*\* Pothole repair on Government Road.

\*\* Street sweeping next week.

\*\* 3 Park tables were installed at the Well 2 site.

\*\* Replaced 4 stop signs & graffiti removal.

\*\* Water rights: Dan Haller is working on a draft that will be processed through Ecology.

**V. Council, Items for Motion (Old Business):**

1. **Air Quality Legislative Rule Change Memo & Request for Action on Next Steps**  
Councilman Berghout would like to join the Port of Mattawa with a letter, option A. Councilwoman Hernandez asked if we need to connect with the Port before sending the letter. Rachelle said yes, we would meet.  
M/s; Berghout / Heredia motion to generate a response as option A in conjunction with the port. Motion carried.

**VI. Council, Items for Motion (New Business):**

1. **Siting of Daycares/Change of Use Application for 621 First St.**  
Rachelle explained that under the current MMC, daycare centers in C-1 require a CUP. While Senate Bill 5509, just passed, now requires cities to permit childcare centers in C-1 & Residential zones. The city has until 12/30/26 to update the MMC. In the meantime, Rachelle asked the council that they may waive the CUP requirement. Anna would like to know the provision that allows the council to waive.  
Council decided to table this until further clarification from legal.
2. **Resolution 26.03.03 Ecology Loan Acceptance (Solids Handling Upgrades Project)**  
M/s; Heredia / Hernandez motion to approve the resolution. Motion carried.
3. **Procurement of MicroC2000 (WWTF)**  
M/s; Heredia / Barajas motion to approve. Motion carried.
4. **2026 Paul Lauzier Grant Application & Submittal (Park Restrooms)**  
Berghout / Hernandez motion to approve. Motion carried.
5. **Change Order 5 & 6 – WWTF Improvements**  
M/s; Berghout / Barajas motion to approve both change orders & legal review if required. Motion carried.

**VII. Adjournment:**

The council meeting was adjourned at 6:42 P.M. M/s; Berghout / Barajas. Motion carried.

Respectfully submitted,

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Anabel Martinez, City Clerk

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Maria Celaya, Mayor

# Gray & Osborne/City of Mattawa Project Summary (3/11/26)

## Development Projects

### ***Bodrero Development – Jamin Ankney, Mike Meskimen***

Project Number: 21845.07/21845.21

Funded: Developer Contributions

- Preliminary subdivision review period complete
- Completed review of construction drawings
- Infrastructure installation for Phases I&II is complete, including punch list items
- Phase III will start on 3/16
- Completed a second preconstruction meeting for Phase III
- Part-inspection will be provided during construction

### ***Portage Court (Balaggan) Development – Jamin Ankney, Mike Meskimen***

Project Number: 21845.16

Funded: Developer Contributions

- Completed first review of construction drawings
- Completed multiple reviews of construction drawings
- Have responded to multiple questions from the developer
- An updated submittal was received 8/27/25 and comments were provided to the City on 9/22/25.
- Reviewed final plat documents in March 2026 and provided comments to the City

## Transportation Projects

### ***TIB Applications – Michael Woodkey, Julio Renteria, Brandon Larson***

Project Number: TBD

- Applications were due August 2025
- TIB applications were submitted this cycle
- The City was not awarded funding
- The TIB deadline is expected to be earlier in 2026

### ***UPWP Funding Application – Russ Powers, Michael Woodkey***

Project Number: OH250.39

- Opportunity to apply for transportation planning money
- Submission of funding application for Government Rd feasibility update with roundabout analysis
- Award announcements were anticipated for December 2025, but have not been announced

### ***CDBG Funding Applications – Russ Powers, Jamin Ankney***

- Opportunity to apply for CDBG funding for projects

- CDBG is primarily interested in funding community facilities or projects that facilitate housing and growth
- Preliminary estimates were prepared for CDBG's consideration and the City was told that an application would be considered in January 2026
- Met on 10/22 with Catholic Charities and Port to discuss coordinated efforts
- An updated proposed layout, cost estimate, and schedule have been finalized
- The proposed layout and schedule have been shared with Catholic Charities and the Port for concurrence
- CDBG requests whether the City will serve as lead agency for the Federal funding for the projects

**2025 RED Town Initiative – Michael Woodkey, Christian Weishaar, Brandon Larson**

Project Number: 24881

Project Completion: August 2025

Funded: TIB

- TIB has offered the City an out-of-call project
- Award of the project was awarded at the 5/1 council meeting
- Construction is complete
- **Total Budget: \$1,300,000**

**Government Road Feasibility Study Update – Mike Meskimen, Julio Renteria, Michael Woodkey**

- City may budget this effort for next year
- City to determine next steps desired
- Updated cost ranges provided by G&O for budgeting

**SRTS Ped Bike Funding Applications – Russ Powers, Michael Woodkey**

- Preparing funding applications at the direction of City staff

**Water System Projects**

**Well 2 – Re-equipping Design and CA – Jamin Ankney, Jared McMeen**

Project Number 22867/24846

Project Completion: September 2024

Funded: City Water Fund/Public Works Board

- Final design and construction funding for the project will be from the PWB
- A funding scope change is being processed that will increase the grant to 50%
- The well was started up on 10/20
- The contractor has resolved an electrical issue
- City has received final O&M manuals
- **Total Budget: \$2,900,000**

**Well 2 – Water Capacity Analysis Update – Jamin Ankney, Jared McMeen**

Project Number: 25870

Project Completion: March 2026

Funded: Public Works Board

- DOH has confirmed the proposed pump test protocol
- Pump test was completed the week of 2/23
- Updating capacity analysis calculation and preparing email for DOH
- **Total Budget: \$25,600**

**Water Rights Assistance – Dan Haller (Aspect Consulting), Jamin Ankney**

- Project Number: 24884
- Project Completion: 2025
- Funded: City
- The water rights application was submitted to Ecology
- The meeting with the School District Board was completed
- Draft agreement for the water rights issue was prepared and approved by the City Council
- Aspect is proceeding with the work
- Assignment has been processed by Ecology
- **Total Budget: \$19,630**

**Water Telemetry System Upgrade – Jamin Ankney, Brad Bailey (Connetix Engineering)**

- Project Number: 24886
- Project Completion: 2026
- Funded: DWSRF
- DOH approved the contract documents
- The project was advertised on August 13 and opened bids on August 29
- One bid was received and the Council awarded the project on 9/4
- The contractor has been issued a notice to proceed and has started work on the project
- Submittals have been reviewed
- Electrician was onsite 1/14
- Project is scheduled to be completed in March
- Contractor has processed software purchases for the City paid under Minor Changes
- **Total Budget: \$134,000**

**Well 5 Siting Analysis and Drilling Design – Jamin Ankney, Aspect Consulting**

- Project Number: TBD
- Project Completion: 2025
- Funded: DWSRF (future phases and property acquisition also funded by EPA)
- The siting analysis is complete and provides the City with a clear plan for the potential locations of Well 5
- City staff have been consulted on possible Well 5 locations
- The City has procured a location for the well
- The City can now proceed with the environmental/cultural review and the drilling design

- Environmental and cultural review components are ongoing
- Working with City Planner and environmental subconsultant regarding habitat mitigation
- **Total Budget: \$118,000**

***Well 5 Property Acquisition, Drilling, Equipping Design, and Equipping Construction – Jamin Ankney***

- Project Number: TBD
- Project Completion: 2028
- Funded: EPA/DWSRF
- The property purchase for Well 5 is complete
- Tentative schedule is property acquisition Winter 2025, environmental/cultural review spring 2026, drilling bid summer 2026, well drilling fall 2026, start equipping design fall 2026, equipping bid spring 2027, project complete by early 2028.
- **Total Budget: \$4,500,000**

***Pressure Zone Improvements Design and Construction – Jamin Ankney***

- Project Number: 26812
- Project Completion: 2028
- Funded: EPA/DWSRF
- Project scope was dependent on selected location of Well 5
- The design scope of work was approved by the City Council on 2/5
- The first step of the project will be the predesign memo and modeling efforts
- **Total Budget: \$3,000,000**

***Reservoir Inspection – Jamin Ankney, Jared McMeen, Jared Ball, Alex Quinn***

- Project Number: 26811
- Project Completion: 2026
- Funded: City
- The City's reservoir coats were last inspected in 2019
- The inspection at that time recommended reassessment in 5 years.
- A scope of work for this project was approved at the 2/5 council meeting
- The site work will be scheduled for May 2026
- **Total Budget: \$27,100**

***PWB Funding Applications – Russ Powers, Jamin Ankney***

- Opportunity to apply for PWB funding for infrastructure projects
- City applying for Reservoir 2 recoating and valve replacement projects
- The PWB funding applications have been submitted
- The City was not awarded funding

## Future/Pending Water System Projects

### **Reservoir Project – Jamin Ankney, Alex Quinn**

- Coating Project
- Reservoir No. 1 – No need to evaluate until 2029.
- Reservoir No. 2 – Need to evaluate in 2025 for potential coating project.
- **Total Budget: Not an active project**

## Wastewater System Projects

### **WWTF Fire Assistance – Nancy Wetch, Russ Powers**

Project Number: 20827

Project Completion: November 2023

Funded: Insurance Reimbursement/City Funds (Ecology Emergency Funding)

- Phase 1 – Blower Procurement
- Phase 2 – Building Restoration
- Phase 3 – Equipment Installation
- **Total Budget: The total cost of the fire response, cleanup, design, construction, etc., is not completely known at this time as costs are still being assembled and approved by the insurance company.**

**Initial Emergency Response (G&O does not have total cost)**

**Engineering: \$414,840 (insurance will reimburse)**

**Phase I: \$93,505.84 (insurance will reimburse)**

**Phase II: \$320,864 (insurance will reimburse)**

**Phase III: \$1,189,148 (working on insurance reimbursement, City will be responsible for some costs – TBD)**

- The City will still need to pay the retainage to Apollo, but can request this from the insurance now
- Apollo has indicated that they will address the baseboard warranty issue
- Apollo has been notified about the filtrate pump issue
- The telemetry radio issue has been resolved

### **WWTF Improvements Construction – Tim DeVries, Nancy Wetch, Jamin Ankney**

Project Number: 19044.01

Project Completion: 2025 (for construction completion)

Funded: Ecology Water Quality Funding

- Current schedule appears to extend beyond the allowed construction days – an updated schedule has been received and a response has been provided to the contractor
- The City's change order to add working days has been executed and the contractor has filed a protest
- G&O has responded to the contractor's protests and claim, denying all of their requests
- The contractor resumed work the week of 4/14/25
- **Several outstanding change order options pending proposal from the contractor**
- **The contractor's most recent schedule showed completion in early February 2026, but this is out of date**

- The City has received an extension in the Ecology funding to June 30, 2026
- The contractor is significantly beyond the allowed working days for the project
- Multiple requests for an updated schedule, weekly schedules, and other needed data have been made
- **Total Budget \$5,883,000 (includes design, construction, construction administration)**

#### ***WWTF Solids Handling Improvements Design – Nancy Wetch, Jamin Ankney***

Project Number: 25861

Project Completion: 2028

- An engineering agreement for the design was approved by council on 9/18
- The Ecology funding scope was reviewed and comments were returned to Ecology
- A kickoff meeting with Ecology was completed on 12/29
- Ecology has indicated that an updated cultural review will be required
- The environmental review is ongoing and the cultural resource survey will be completed once the funding contract is signed
- **Total Budget \$637,000**

#### ***Sewer System Improvements (Portage Avenue LS Elimination) – Jamin Ankney, Justin Wies***

Project Number: 24817

Project Completion: 2026

Funded: Ecology Grant/Loan

- Obtained approved from the County and WSDOT for the detour
- Easements have been finalized and signed by the property owners
- The project was awarded on 9/18
- Construction started on 9/16
- The SR 243 crossing was being completed 10/21-10/27.
- The lift station has been demolished
- Construction is mostly complete, pending surface restoration and punchlist items that will be completed in the spring
- **Total Budget \$3,348,700**

## **Other Projects**

#### ***City Hall Feasibility Analysis – Jamin Ankney, Aaron Pease, Jack Best***

Project Number: 26810

Project Completion: Fall 2026

Funded: City

- City could consider funding options for the selected alternative.
- City may consider proceeding with conceptual design to aid in future funding efforts.
- A scope of work for this project was approved at the 2/5 council meeting
- Completed a meeting with City staff (2/25) to discuss initial efforts
- Working to define available area on existing City Hall parcels
- **Total Budget \$27,700**

***Rate Study Update – Michael Woodkey***

Project Number: 25854

Project Completion: December 2026

Funded: City

- City would like to assess its rates, given current capital improvement funding packages
- Presentation was made at the December 18 council meeting
- Based on council feedback, updated rate options were presented at the January 15 council meeting and approved by council
- **Final memo summary is being finalized**
- **Total Budget \$15,000**

***RCO Youth Athletic Facility Funding Applications – Russ Powers, Jamin Ankney***

- **Opportunity to apply for RCO funding for projects**
- **Discussing projects from PROS Plan for which the City would like to seek funding**

*Next Meeting – March 25, 2026, 10 am*

# ACCOUNTS PAYABLE

City Of Mattawa

Time: 17:08:39 Date: 03/16/2026

As Of: 03/19/2026

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
<b>19082</b>	<b>03/19/2026</b>	<b>03/19/2026</b>	<b>3627</b>		
			<b>ANATEK LABS INC-SPOKANE</b>	<b>127.00</b>	<b>RC Samples</b>
	534 10 41 02	Chemical Samples	401 000 534 Water Operatin	42.00	DW RC SAMPLES
	535 10 41 02	Testing Samples	405 000 535 Sewer Operatin	85.00	WWTF RC SAMPLES
<b>19070</b>	<b>03/19/2026</b>	<b>03/19/2026</b>	<b>1886</b>		
			<b>CENTURY LINK</b>	<b>79.27</b>	<b>WWTF SCADA System</b>
	535 10 42 00	Telephone	405 000 535 Sewer Operatin	79.27	WWTF SCADA System
<b>19058</b>	<b>03/19/2026</b>	<b>03/19/2026</b>	<b>2191</b>		
			<b>CITY OF MATTAWA</b>	<b>636.35</b>	<b>ULID Payment Lot 1-26 BLK 14</b>
	518 18 47 00	ULID Principal	001 000 518 Current Expens	531.00	ULID Payment Lot 1-26 BLK 14
	518 18 47 01	ULID Interest	001 000 518 Current Expens	105.35	ULID Payment Lot 1-26 BLK 14
<b>19059</b>	<b>03/19/2026</b>	<b>03/19/2026</b>	<b>108</b>		
			<b>CONSOLIDATED DISPOSAL</b>	<b>22,467.00</b>	<b>Waste Services Feb. 2026</b>
	537 10 33 00	Consolidated Disposal	420 000 537 Solid Waste Fu	22,467.00	Waste Services Feb. 2026
<b>19061</b>	<b>03/19/2026</b>	<b>03/19/2026</b>	<b>3316</b>		
			<b>FORD MOTOR CREDIT COMPANY</b>	<b>3,269.63</b>	<b>MPD- Vehicle Lease 3/30/2026</b>
	591 21 70 00	Police Vehicles (3) 2021 Fo	102 000 594 Police Vehicle I	3,227.09	MPD- Vehicle Lease 3/30/2026
	592 21 80 00	Police Vehicles (3) 2021 Fo	102 000 594 Police Vehicle I	42.54	MPD- Vehicle Lease 3/30/2026
<b>19057</b>	<b>03/18/2026</b>	<b>03/18/2026</b>	<b>2150</b>		
			<b>GENERAL CODE</b>	<b>274.40</b>	<b>Code Book</b>
	511 30 41 00	Code Book Update	001 000 511 Current Expens	274.40	Code Book
<b>19069</b>	<b>03/19/2026</b>	<b>03/19/2026</b>	<b>1698</b>		
			<b>GRANT COUNTY PUD</b>	<b>2,175.88</b>	<b>Power Billing February 2026</b>
	542 63 47 00	Street Lighting	101 000 542 Street Fund	193.08	St Light Park
	542 63 47 00	Street Lighting	101 000 542 Street Fund	1,911.05	St Lights
	542 63 47 00	Street Lighting	101 000 542 Street Fund	71.75	Government Lights
<b>19084</b>	<b>03/19/2026</b>	<b>03/19/2026</b>	<b>1698</b>		
			<b>GRANT COUNTY PUD</b>	<b>2,102.19</b>	<b>Power Billing Feb 2026</b>
	518 30 47 14	City Hall Utilities	001 000 518 Current Expens	202.40	Cityhall
	534 10 47 01	Utilities	401 000 534 Water Operatin	22.05	Outlets
	534 10 47 01	Utilities	401 000 534 Water Operatin	953.67	707 2nd
	534 10 47 01	Utilities	401 000 534 Water Operatin	37.71	Boundary
	572 20 47 00	Library - Utility Services	001 000 572 Current Expens	203.68	Library
	576 80 47 00	Park Utilities	001 000 576 Current Expens	23.42	Park
	576 80 47 00	Park Utilities	001 000 576 Current Expens	28.43	Manson Lane
	576 80 47 00	Park Utilities	001 000 576 Current Expens	27.98	Control Circuit
	576 80 47 00	Park Utilities	001 000 576 Current Expens	602.85	New Building
<b>19085</b>	<b>03/19/2026</b>	<b>03/19/2026</b>	<b>1698</b>		
			<b>GRANT COUNTY PUD</b>	<b>1,980.28</b>	<b>Power Billing Feb 2026</b>

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City Of Mattawa

As Of: 03/19/2026

Time: 17:08:39 Date: 03/16/2026

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
534 10 47 01	Utilities		401 000 534 Water Operatin	173.24	709 1st Street
534 10 47 01	Utilities		401 000 534 Water Operatin	178.21	710 1st Street
535 10 47 00	Utilities		405 000 535 Sewer Operatin	1,628.83	U Rd
<b>19065</b>	<b>03/19/2026</b>	<b>03/19/2026</b>	<b>2821 LEXIPOL LLC</b>	<b>624.32</b>	<b>PoliceOne Academy Annual</b>
521 20 41 00	Lexipol		107 000 521 Public Safety T	624.32	PoliceOne Academy Annual
<b>19066</b>	<b>03/19/2026</b>	<b>03/19/2026</b>	<b>2821 LEXIPOL LLC</b>	<b>10,267.61</b>	<b>Annual Law Enforcement Policy Manual &amp; Daily Training</b>
521 20 41 00	Lexipol		107 000 521 Public Safety T	10,267.61	Annual Law Enforcement Policy Manual & Daily Training
<b>19081</b>	<b>03/19/2026</b>	<b>03/19/2026</b>	<b>1193 MARTY'S HARDWARE</b>	<b>796.33</b>	<b>Parts/Supplies</b>
534 10 31 01	Operating Supplies		401 000 534 Water Operatin	50.73	Hardware-Nails/Bit Set
534 10 31 01	Operating Supplies		401 000 534 Water Operatin	2.05	Adapters
534 10 31 01	Operating Supplies		401 000 534 Water Operatin	26.79	Pivot Holder/ Nails
534 10 31 01	Operating Supplies		401 000 534 Water Operatin	6.57	Nails For Stand Pipe
534 10 31 01	Operating Supplies		401 000 534 Water Operatin	178.88	Rake/ Tape/drydex/rod Gun/plas Pail/adhesive/knife
534 10 48 03	System Repair & Maintena		401 000 534 Water Operatin	6.81	Crazy Glue
534 10 48 03	System Repair & Maintena		401 000 534 Water Operatin	114.64	Hardward-adapters/ Rot Ham Bits
535 10 48 00	Office Repair And Mainten:		405 000 535 Sewer Operatin	13.52	Box Cover
542 70 48 00	Roadside Maintenance/Spr		101 000 542 Street Fund	16.41	Propane
572 20 31 00	Library Maintenance And C		001 000 572 Current Expens	36.28	Mouse Trap
576 80 31 04	Cook Shack Repairs		001 000 576 Current Expens	21.44	Paint
576 80 31 04	Cook Shack Repairs		001 000 576 Current Expens	83.39	Tint Base/paint Recycle/Pwr Bit
576 80 48 00	Park Maintenance		001 000 576 Current Expens	40.10	Table And Benches Hardware
576 80 48 00	Park Maintenance		001 000 576 Current Expens	91.60	Table And Benches Hardware
576 80 48 00	Park Maintenance		001 000 576 Current Expens	8.12	Table And Benches Hardware
576 80 48 00	Park Maintenance		001 000 576 Current Expens	68.54	Paint
576 80 48 02	Weed Control		001 000 576 Current Expens	12.45	Propane
576 80 48 02	Weed Control		001 000 576 Current Expens	18.01	Propane
<b>19072</b>	<b>03/19/2026</b>	<b>03/19/2026</b>	<b>2840 MATTAWA AUTO PARTS, LLC</b>	<b>75.27</b>	<b>Parts/Supplies</b>
542 30 35 00	Street Signs		101 000 542 Street Fund	75.27	Sidewalk Cleaner
<b>19078</b>	<b>03/19/2026</b>	<b>03/19/2026</b>	<b>494 OVS</b>	<b>75.57</b>	<b>Parts/Supplies</b>
534 10 31 01	Operating Supplies		401 000 534 Water Operatin	75.57	Clear Filter/ PVC
<b>19076</b>	<b>03/19/2026</b>	<b>03/19/2026</b>	<b>434 OXARC</b>	<b>261.87</b>	<b>Cylinder Rental</b>

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
534 10 31 02 Chlorine			401 000 534 Water Operatin;	49.30	Cylinder Rental
534 10 31 02 Chlorine			401 000 534 Water Operatin;	2.00	Cylinder Rental
534 10 31 02 Chlorine			401 000 534 Water Operatin;	210.57	Cylinder Rental
<b>19079</b>	<b>03/19/2026</b>	<b>03/19/2026</b>	<b>434 OXARC</b>	<b>51.64</b>	<b>Cylinder Rental</b>
534 10 31 02 Chlorine			401 000 534 Water Operatin;	51.64	Cylinder Rental
<b>19063</b>	<b>03/19/2026</b>	<b>03/19/2026</b>	<b>2798 PACIFIC OFFICE AUTOMATION</b>	<b>247.64</b>	<b>Monthly Equipment Rental February 2026</b>
591 14 70 01 Copier Machine Lease - Clk			001 000 591 Current Expens	49.52	Monthly Equipment Rental February 2026
591 21 70 03 Copier Machine Lease - PD			001 000 591 Current Expens	49.52	Monthly Equipment Rental February 2026
591 34 70 01 Copier Machine Lease - PW			401 000 591 Water Operatin;	49.52	Monthly Equipment Rental February 2026
591 35 70 02 Copier Machie Lease - PW			405 000 591 Sewer Operatin	49.52	Monthly Equipment Rental February 2026
591 37 70 01 Copier Machine Lease - PW			420 000 591 Solid Waste Fu	49.56	Monthly Equipment Rental February 2026
<b>19067</b>	<b>03/19/2026</b>	<b>03/19/2026</b>	<b>2820 PETRO-USA MATTAWA MART</b>	<b>1,580.74</b>	<b>MPD Fuel</b>
521 20 32 03 Police Vehicle Fuel			107 000 521 Public Safety T	1,580.74	MPD Fuel
<b>19075</b>	<b>03/19/2026</b>	<b>03/19/2026</b>	<b>2820 PETRO-USA MATTAWA MART</b>	<b>981.71</b>	<b>PW- Fuel Services</b>
534 10 32 02 Fuel			401 000 535 Water Operatin;	400.00	PW- Fuel Services
535 10 32 00 Fuel			405 000 535 Sewer Operatin	400.00	PW- Fuel Services
537 10 32 00 Fuel			420 000 537 Solid Waste Fu	90.50	PW- Fuel Services
576 80 32 04 Fuel			001 000 576 Current Expens	91.21	PW- Fuel Services
<b>19071</b>	<b>03/19/2026</b>	<b>03/19/2026</b>	<b>3299 SOILTEST FARM CONSULTANTS INC</b>	<b>674.00</b>	<b>WWTF RC Samples</b>
535 10 41 02 Testing Samples			405 000 535 Sewer Operatin	674.00	WWTF RC Samples
<b>19060</b>	<b>03/19/2026</b>	<b>03/19/2026</b>	<b>3405 STERICYCLE INC</b>	<b>341.61</b>	<b>Shredding Services 1-15-2026 And 2-12-2026</b>
518 30 49 14 Professional Services			001 000 518 Current Expens	170.80	Shredding Services 1-15-2026 And 2-12-2026
521 10 49 00 Professional Services			001 000 521 Current Expens	170.81	Shredding Services 1-15-2026 And 2-12-2026
<b>19056</b>	<b>03/19/2026</b>	<b>03/19/2026</b>	<b>1979 THE BUILDING DEPARTMENT LLC</b>	<b>4,383.11</b>	<b>Permits &amp; Rental/Fire Inspections Fees</b>
524 20 41 00 Rental/Fire Inspection Cost			001 000 524 Current Expens	3,800.00	Fire/ Rental Inspections Fees
558 50 41 00 Building Permit & Plan Rev			001 000 558 Current Expens	583.11	Permits Fees
<b>19074</b>	<b>03/19/2026</b>	<b>03/19/2026</b>	<b>2140 THINK TANK SANITATION INC.</b>	<b>180.00</b>	<b>Portable Restrooms</b>
576 80 47 00 Park Utilities			001 000 576 Current Expens	180.00	Portable Restrooms
<b>19077</b>	<b>03/19/2026</b>	<b>03/19/2026</b>	<b>2144 TOMMER CONSTRUCTION COMPANY INC</b>	<b>1,890.00</b>	<b>25 TIB Road Stripping</b>

# ACCOUNTS PAYABLE

City Of Mattawa

Time: 17:08:39 Date: 03/16/2026

As Of: 03/19/2026

Page: 4

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
542 30 48 00	City Street Maintenance		101 000 542 Street Fund	1,890.00	25 TIB Road Stripping
<b>19068</b>	<b>03/19/2026</b>	<b>03/19/2026</b>	<b>732 U.S CELLULAR</b>	<b>526.31</b>	<b>PW &amp; Clerks/Mayor Cell Phone Services</b>
518 23 42 14	Telephone/Internet Expense		001 000 518 Current Expens	158.76	Clerks/Mayor Cell Phone Services
534 10 42 00	Telephone		401 000 534 Water Operatin	122.51	PW Cell Phone Services
535 10 42 00	Telephone		405 000 535 Sewer Operatin	122.51	PW Cell Phone Services
537 10 42 00	Telephone		420 000 537 Solid Waste Fui	122.53	PW Cell Phone Services
<b>19080</b>	<b>03/19/2026</b>	<b>03/19/2026</b>	<b>1807 USA BLUEBOOK</b>	<b>2,935.36</b>	<b>Parts/Supplies</b>
535 10 48 02	Sewer Plant Maintenance		405 000 535 Sewer Operatin	2,935.36	Purge Sampling Pumps
<b>19062</b>	<b>03/19/2026</b>	<b>03/19/2026</b>	<b>613 UTILITIES UNDERGROUND</b>	<b>6.90</b>	<b>Excavation Notification (5)</b>
534 10 41 05	Professional Services		401 000 534 Water Operatin	6.90	Excavation Notification (5)
<b>19073</b>	<b>03/19/2026</b>	<b>03/19/2026</b>	<b>2957 WASTE MANAGEMENT</b>	<b>144.01</b>	<b>WWTF Garbage Disposal</b>
535 10 47 00	Utilities		405 000 535 Sewer Operatin	144.01	WWTF Garbage Disposal
<b>19083</b>	<b>03/19/2026</b>	<b>03/19/2026</b>	<b>748 WEAVER DISTRIBUTING</b>	<b>125.25</b>	<b>Parts/Supplies</b>
535 10 48 04	System Repairs / Maintenar		405 000 535 Sewer Operatin	125.25	Zinc Bolts
<b>19064</b>	<b>03/19/2026</b>	<b>03/19/2026</b>	<b>3971 WITHERSPOON BRAJCICH MCPHEE,PLLC</b>	<b>35,107.35</b>	<b>Labor Grievance- Pantaleon</b>
515 41 41 02	Legal Fees -- Civil Service		001 000 515 Current Expens	35,107.35	Labor Grievance- Pantaleon

Report Total: 94,388.60

Fund	
001 Current Expense Fund	42,740.52
101 Street Fund	4,157.56
102 Police Vehicle Fund	3,269.63
107 Public Safety Tax Fund	12,472.67
401 Water Operating Fund	2,761.36
405 Sewer Operating Fund	6,257.27
420 Solid Waste Fund	22,729.59

This report has been reviewed by:

Anabel Martinez  
Anabel Martinez - City Clerk

3/16/26  
Date

REMARKS:



**City of Mattawa**  
**521 E Government Rd / P.O. Box 965**  
**(509)932-4037**  
**Mattawa WA. 99349**

**Event Permit**  
**Ordinance 15-566**

1. **Certificate of coverage** in the amount of two-million dollars combined –one-million per occurrence, two-million dollars aggregate, **AND** an **Endorsement naming the City of Mattawa** as an additional insured must be provided at the time of application. Please also include the policy # on both of these forms.
2. Fill out application & submit all paperwork to the city clerk at **least 45 days** prior to the date on which the event is to occur.
3. The park was developed for City of Mattawa residents to use for family outings, picnics and as a children's playground. It may also be used for events or social functions of City of Mattawa individuals, children, family and their guest or non-profit organization at little or no expense.
4. If the Police Department or Public Works in reviewing this application requires extra help to be in attendance then the applicant will reimburse the City of Mattawa for the cost including over time of Police personnel and/ or Public Works employees.
5. The applicant shall pay for all additional garbage cans and all additional portable toilets that are needed for this event.
6. In the event that City of Mattawa property is destroyed because of this event, then the applicant shall be billed and will pay for all costs of the repair (s).
7. The Mattawa Municipal Noise Ordinance and the applicable sections of the State Law will be enforced at all times.
8. Parking attendants may be required for large groups.
9. Licensed Security Company may be required at the event.
10. The fee for issuance of a special event permit shall be set by resolution of the city council.
11. Site Plan (if applicable)

Event Title: 2026 Senior Graduation Parade Event Date Friday, June 5<sup>th</sup>

**Summary of Event**

Senior Graduation Parade

**Location (be specific)**

From HS: South on Boundary; West on Government; North on Portage, East on Saddle Mtn. Dr. 1st end point is Elementary Bus loop, 2nd end point is HS parking lot

**DATE/TIME**

Setup	Date <u>June 5<sup>th</sup></u>	Time <u>7:00pm</u>	Day of Week <u>Friday</u>
Event Starts	Date <u>June 5<sup>th</sup></u>	Time <u>7:30</u> <u>8:00pm</u>	Day of Week <u>Friday</u>
Event Ends	Date <u>June 5<sup>th</sup></u>	Time <u>9:30pm</u>	Day of Week <u>Friday</u>
Dismantle	Date <u>June 5<sup>th</sup></u>	Time <u>9:30-10:00pm</u>	Day of Week <u>Friday</u>

**Estimated Attendance** 500  
**Will there be a paid admission?** Yes/No No  
**Is your event open to the public?** Yes/No Yes

**Applicant's Name** Cody Marlow  
**Phone** 509-830-8535

If Applicant is an organization, corporation, limited liability company, other entity please provide following additional information:

**Name of organization/corporation/limited liability company or other entity:**  
Wahluke School District

Name and title of person signing on behalf of the organization/corporation/limited liability company or other entity:

Cody Marlow - WHS Principal

(This person must have the legal authority to sign and bind the organization, corporation, Limited Liability Company or other entity. Additional documentation may be required to confirm such signing authority if requested by the City.)

Applicant's Mailing Address

505 N Boundary, Mattawa

Applicant's Email

cmarlow@wahluke.net

Name of Applicant's On-Site Contact (to be available during event)

Cody Marlow

Phone Number of Applicant's On-Site Contact (to be available during event)

509-830-8535

Mark all that apply

- |  |  |   |   |
|--|--|---|---|
| <input type="checkbox"/> Alcohol                     | <input type="checkbox"/> Distribution/Sales    | <input type="checkbox"/> Food                       | <input type="checkbox"/> Tables/Chairs                              |
| <input checked="" type="checkbox"/> Amplified Sound  | <input type="checkbox"/> Drawing/Raffles       | <input type="checkbox"/> P.A. System                | <input type="checkbox"/> Tents/Canopies                             |
| <input checked="" type="checkbox"/> Animals possible | <input type="checkbox"/> Dunk Tank             | <input type="checkbox"/> Race                       | <input checked="" type="checkbox"/> Vehicles                        |
| <input type="checkbox"/> Bleachers <u>Horses</u>     | <input type="checkbox"/> Electricity/Generator | <input type="checkbox"/> Rally/Protest              | <input type="checkbox"/> Water                                      |
| <input type="checkbox"/> Boats                       | <input type="checkbox"/> Entertainment         | <input checked="" type="checkbox"/> Street Closures | <input type="checkbox"/> Other                                      |
| <input type="checkbox"/> Carnival Rides              | <input type="checkbox"/> Exhibits/Displays     | <input checked="" type="checkbox"/> Signage/Banners | <input checked="" type="checkbox"/> Other <u>types of transport</u> |
| <input type="checkbox"/> Company Picnic              | <input type="checkbox"/> Fencing (temporary)   | <input type="checkbox"/> Sporting Event             | <input type="checkbox"/> Other _____                                |
| <input type="checkbox"/> Concert/Live Music          | <input type="checkbox"/> Festival              | <input type="checkbox"/> Stage                      | <input type="checkbox"/> Other _____                                |
| <input type="checkbox"/> Cooking/Barbecue            | <input type="checkbox"/> Fireworks             | <input type="checkbox"/> Vendors                    | <input type="checkbox"/> Other _____                                |

Provide details for all checked items and describe any "other" items. If there will be food or merchandise/vendors at event please indicate if food, merchandise or services will be provided free of charge or if they will be sold:

This is a Senior Parade that will typically include normal cars and trucks for the parade. Some semi's & trailers, side by sides, possible horses. Just depends on the parents.  
No Alcohol or Fireworks will be permitted. I will also have Fire trucks leading & at the end of the parade

**AVAILABLE FOR AN ADDITIONAL FEE (these items may be an event requirement.)**

**Garbage Disposal**

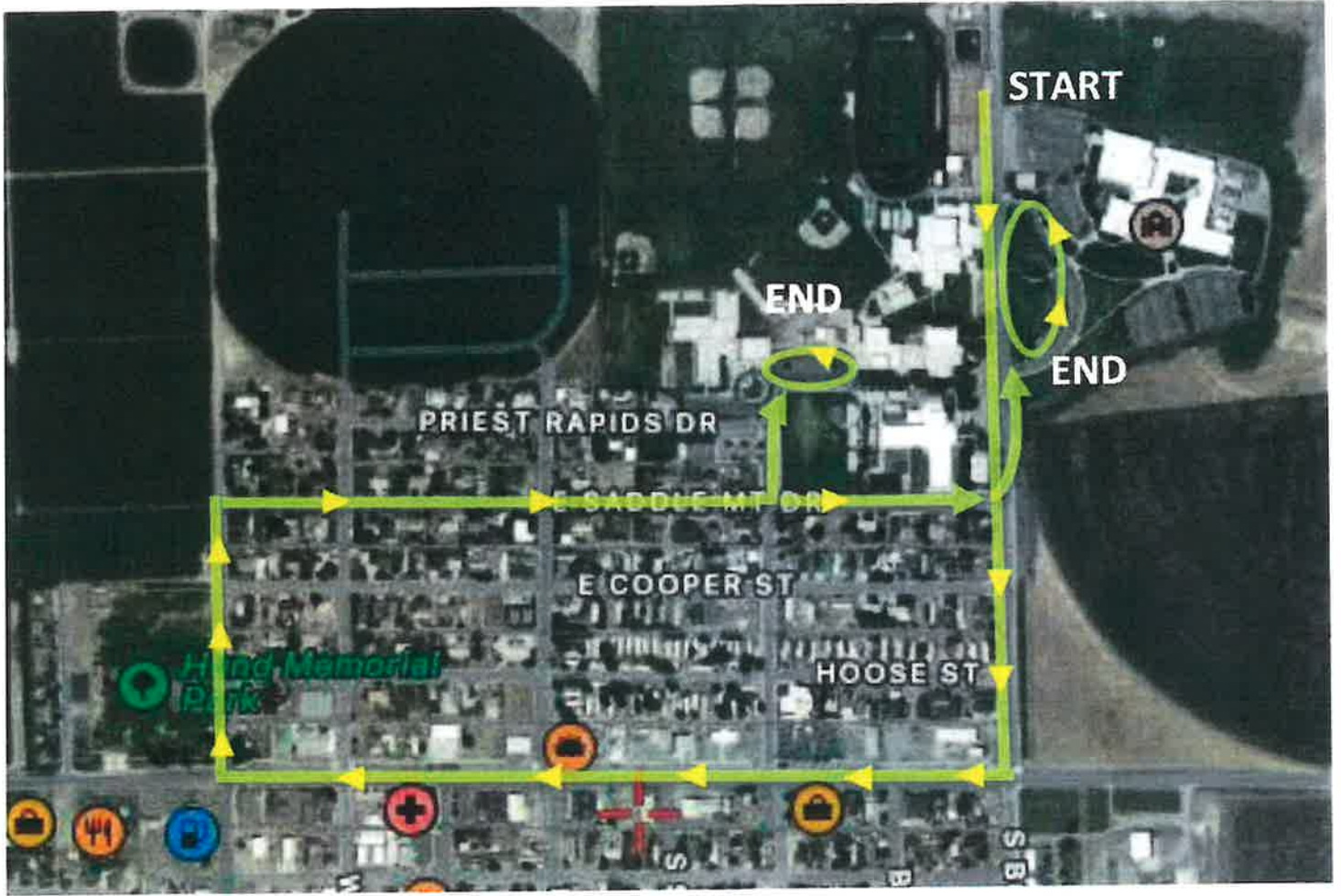
**Police Department Public Service**

- escorting or patrol

**Public Work Public Service**

Road closures

**Office Usage Only**





**UNITED SCHOOLS INSURANCE PROGRAM  
CERTIFICATE OF COVERAGE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM OF COVERAGE (MOC) BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.


IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE MOC MUST BE ENDORSED. IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MOC, CERTAIN COVERAGE MAY REQUIRE AN ENDORSEMENT. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

<b>PRODUCER</b>	<b>COMPANIES AFFORDING COVERAGE</b>
Clear Risk Solutions 159 Basin Street SW PMB #206 Ephrata, WA 98823 Phone: (509) 754-2027 Fax: (509) 754-3406	<b>GENERAL LIABILITY</b> USIP / Munich Re et al.  <b>AUTOMOBILE LIABILITY</b> USIP / Munich Re et al.
<b>COVERED MEMBER</b>	<b>PROPERTY</b> USIP / Alliant Property Insurance Program et al.
Wahluke School District #73 411 East Saddle Mountain Drive Mattawa, WA 99349	<b>CRIME / PUBLIC EMPLOYEE DISHONESTY</b> USIP

**COVERAGES**  
THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED MEMBER NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MOC DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH MOC. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF COVERAGE	MOC NUMBER	MOC EFF DATE	MOC EXP DATE	DESCRIPTION	LIMITS
<b>GENERAL LIABILITY</b>					
COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM	USIP252635079	9/1/2025	9/1/2026	GENERAL AGGREGATE	\$45,000,000
				PRODUCTS-COMP/OP OCC & AGG	\$25,000,000
				PERSONAL & ADV. INJURY	\$25,000,000
				EACH OCCURRENCE	\$25,000,000
				ANNUAL PROGRAM AGGREGATE	\$100,000,000
(LIABILITY IS SUBJECT TO A \$1,000,000 SIR PAYABLE FROM PROGRAM FUNDS)					
<b>AUTOMOBILE LIABILITY</b>					
ANY AUTO	USIP252635079	9/1/2025	9/1/2026	COMBINED SINGLE LIMIT	\$25,000,000
(LIABILITY IS SUBJECT TO A \$1,000,000 SIR PAYABLE FROM PROGRAM FUNDS)					
<b>PROPERTY</b>					
	USIP252635079	9/1/2025	7/1/2026	ALL RISK PER OCC EXCL EQ & FL	\$1,000,000,000
				EARTHQUAKE PER OCC	\$25,000,000
				FLOOD PER OCC (except FZ A&V, which is \$1MM)	\$25,000,000
(PROPERTY IS SUBJECT TO A \$500,000 SIR PAYABLE FROM PROGRAM FUNDS)					
<b>CRIME/PUBLIC EMPLOYEE DISHONESTY</b>					
	USIP252635079	9/1/2025	9/1/2026	PER LOSS	\$1,000,000
(CRIME IS SUBJECT TO A \$1,000,000 SIR PAYABLE FROM PROGRAM FUNDS)					
<b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS</b>					
Regarding the Senior Graduation Parade, City of Mattawa is named as Additional Covered Party as respects General Liability regarding this event only and is subject to coverage terms, conditions, and exclusions. Additional Covered Party endorsement is attached.					

**CANCELLATION**  
SHOULD ANY OF THE ABOVE DESCRIBED COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MOC PROVISIONS.

<b>CERTIFICATE HOLDER</b>	<b>AUTHORIZED REPRESENTATIVE</b>
City of Mattawa 521 E Government Road, PO Box 965 Mattawa, WA 99349	

## **ADDITIONAL COVERED PARTY ENDORSEMENT**

**THIS ENDORSEMENT MODIFIES COVERAGE PROVIDED UNDER THE FOLLOWING:**

**GENERAL LIABILITY COVERAGE PART**

How coverage is changed:

It is agreed that the interest of any **Additional Covered Party** is recognized as their interests may appear, providing the certificate of coverage that this is attached to has been issued and is on file with the Company.

The Limits of Coverage applicable to the **Additional Covered Party** are those specified in either the:

1. Written contract or written agreement; or
2. Declarations for this MOC, whichever is less.

These Limits of Coverage are inclusive and not in addition to the Limits of Coverage shown in the Declarations.

All other terms and conditions remain unchanged.

**Additional Covered Party:**

City of Mattawa  
521 E Government Road, PO Box 965  
Mattawa, WA 99349

Regarding the Senior Graduation Parade, City of Mattawa is named as **Additional Covered Party** as respects General Liability regarding this event only and is subject to coverage terms, conditions, and exclusions. **Additional Covered Party** endorsement is attached.



## Agreement No. WQC-2026-Mattaw-00250

### WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF MATTAWA

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

---

#### GENERAL INFORMATION

Project Title:	Solids Handling Upgrades
Total Cost:	\$6,231,500.00
Total Eligible Cost:	\$6,231,500.00
Ecology Share:	\$6,231,500.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	08/01/2025
The Expiration Date of this Agreement is no later than:	12/31/2029
Project Type:	Wastewater Facility

#### Project Short Description:

This project improves groundwater quality in the vicinity of the City of Mattawa through the construction of new treatment facilities for the city (RECIPIENT). This project improves solids handling for solids produced after the treatment of wastewater. Benefits of this project include the improvement of, and cost-effective management of, solids produced by the facility for the next 20 years.

#### Project Long Description:

This project improves groundwater quality in the vicinity of the City of Mattawa through the construction of new treatment facilities for the RECIPIENT. This project improves solids handling for solids produced after the treatment of wastewater. Benefits of this project include the improvement of, and cost-effective management of, solids produced by the facility for the next 20 years.

The RECIPIENT has an existing bio-solids permit (BT8066 Baseline permit). The project will close the existing

State of Washington Department of Ecology  
Agreement No: WQC-2026-Mattaw-00250  
Project Title: Solids Handling Upgrades  
Recipient Name: City of Mattawa

sludge lagoon and construct two 101,000-gallon aerobic digesters and additional drying beds to handle the solids produced by the wastewater treatment facility (WWTF). These improvements are needed because sludge has not been removed since the original lagoon was constructed in 2007. It is expected that the lagoon will reach capacity in 2028. The RECIPIENT plans to close the existing lagoon using the onsite management method, which is both cost-efficient and has environmental benefits.

The proposed digesters will be equipped with a telescoping valve to allow the operator to manually decant the clear liquid (supernatant) from the top of the digesters. In addition, the digesters will be equipped with a polymer feed system to improve solids thickening, which is capable of supplying a neat polymer dose of up to 2 Lbs/day. This will correspond to 4 pounds of polymer per ton of dry solids at annual average solids production. The polymer system will be housed in a heated fiberglass shed located next to the digesters. Three blowers will be installed to provide air to sparge rings in the aerobic digesters. Two of these blowers will supply air to each of the digesters with the third for redundancy. The sparge rings will be operated in conjunction with vertical mixers for maintaining solids in suspension.

Aerobically digested sludge will be pumped from the digesters to the sludge drying beds by two submersible pumps located inside the digesters. The pumps will have a capacity of 200 gpm (each) at 25 feet total dynamic head. The RECIPIENT's existing four drying beds have a total surface area of 12,600 SF. In order to meet WAC Class B requirements and dry the solids for a minimum of 3 months, the RECIPIENT will construct 19 additional drying beds with a surface area of 61,656 SF, or 1.42 acres. The drying beds will be constructed using three-foot-tall sidewalls, with the bottom being paved with a 4-inch asphalt pad. The beds will be equipped with an underdrain system consisting of perforated pipe placed in a sand-covered gravel-filled trench system.

Overall Goal:

The goal of this project is to develop solids handling facilities that can efficiently process current and future WWTF solids loadings, ensuring sustainable and cost-effective solids management over the next 20-year planning period.

State of Washington Department of Ecology  
 Agreement No: WQC-2026-Mattaw-00250  
 Project Title: Solids Handling Upgrades  
 Recipient Name: City of Mattawa

**RECIPIENT INFORMATION**

Organization Name: City of Mattawa

Federal Tax ID: 91-6016649  
 UEI Number: KNN403JRM6Y6

Mailing Address: PO Box 965  
 Mattawa, WA 99349

Physical Address: 521 Government Road  
 Mattawa, Washington 99349

Organization Email: [amartinez@cityofmattawa-wa.gov](mailto:amartinez@cityofmattawa-wa.gov)  
 Organization Fax: (509) 932-4047

**Contacts**

<b>Project Manager</b>	Juan Ledezma Public Work Director  521 Government Road Mattawa, Washington 99349 Email: <a href="mailto:jledezma@cityofmattawa-wa.gov">jledezma@cityofmattawa-wa.gov</a> Phone: (509) 932-4037
<b>Billing Contact</b>	Anabel Martinez City Clerk  521 Government Road Mattawa, Washington 99349 Email: <a href="mailto:amartinez@cityofmattawa-wa.gov">amartinez@cityofmattawa-wa.gov</a> Phone: (509) 932-4037
<b>Authorized Signatory</b>	Maria M Celaya Mayor  521 Government Road Mattawa, Washington 99349 Email: <a href="mailto:mayor@cityofmattawa-wa.gov">mayor@cityofmattawa-wa.gov</a> Phone: (509) 932-4037

State of Washington Department of Ecology  
 Agreement No: WQC-2026-Mattaw-00250  
 Project Title: Solids Handling Upgrades  
 Recipient Name: City of Mattawa

**ECOLOGY INFORMATION**

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

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

**Contacts**

<p><b>Project Manager</b></p>	<p>Charlotte Daskalopoulos</p> <p>4601 N Monroe Street                  Spokane, Washington 99205-1295                  Email: CDAS461@ecy.wa.gov                  Phone: (509) 863-2186</p>
<p><b>Financial Manager</b></p>	<p>Sean Mellon</p> <p>PO Box 47600                  Olympia, Washington 98504-7600                  Email: smel461@ecy.wa.gov                  Phone: (360) 628-7318</p>
<p><b>Technical Advisor</b></p>	<p>Malcolm Hamilton</p> <p>4601 N Monroe Street                  Spokane, Washington 99205-1295                  Email: malh461@ecy.wa.gov                  Phone: (509) 867-8682</p>

State of Washington Department of Ecology  
Agreement No: WQC-2026-Mattawa-00250  
Project Title: Solids Handling Upgrades  
Recipient Name: City of Mattawa

**AUTHORIZING SIGNATURES**

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

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

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

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

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

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

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State  
Department of Ecology

City of Mattawa

By: \_\_\_\_\_

By: \_\_\_\_\_

Jon Kenning, PhD  
Water Quality  
Program Manager  
Date

Maria M Celaya  
Mayor  
Date

Template Approved to Form by  
Attorney General's Office

**SCOPE OF WORK**

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

Task Title: Grant and Loan Administration

Task Description:

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

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

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

Task Goal Statement:

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

Task Expected Outcome:

- \* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Closeout Report.
- \* Properly maintained project documentation.

Recipient Task Coordinator: Anabel Martinez

**Grant and Loan Administration**

**Deliverables**

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

## SCOPE OF WORK

Task Number: 2 **Task Cost: \$637,000.00**

Task Title: Design

### Task Description:

A. The RECIPIENT will procure professional services in accordance with state law. The RECIPIENT will include ECOLOGY's State Revolving Fund Engineering Services Insert in the contract documents between the RECIPIENT and the professional services team. The RECIPIENT must submit all professional services contracts before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT will design the solids treatment facility improvements. Construction contract documents developed by the RECIPIENT must be consistent with the requirements of Chapter 173-240 WAC.

C. The construction contract documents will be approved by the RECIPIENT prior to submittal for ECOLOGY review. Construction plans submitted to ECOLOGY for review and approval will be reduced to no larger than 11 " x 17" in size. Plans should note if they are to scale or not. The project manager may request plans be submitted in either PDF or other electronic format, and specifications in a searchable PDF or Microsoft Word electronic file. An updated construction cost estimate will be submitted with each plan/specification submittal. The project manager may request a spreadsheet of the estimate in electronic file format.

D. The RECIPIENT will provide ECOLOGY with a plan for increasing user rates necessary to support this loan. This plan will be provided within 180 days of signing the loan agreement. The plan will include the total revenue requirement and the user rates necessary for the RECIPIENT to operate and maintain the funded utility, to establish reserves to pay for equipment replacement, and to pay debt service. The plan will identify a schedule of rate increases necessary to achieve the total revenue requirement by the estimated date of loan repayment.

E. The RECIPIENT will complete the facility designs within one year of Ecology signing this AGREEMENT.

F. The RECIPIENT will conduct an Investment Grade Efficiency Audit (IGEA). The RECIPIENT will review their energy use looking for cost-effective energy savings. The recipient may also submit documentation of an energy efficiency review conducted within the last five years.

G. The RECIPIENT will submit the minimum requirements as outlined in the Environmental Information Document (EID) Guidance, Section A and in the State Environmental Review Process (SERP) EID at the time construction contract documents are submitted to ECOLOGY for approval. Section B approvals have been found to apply to larger, complex treatment works agreements and/or agreements with federal funding and may also apply. The RECIPIENT shall consult the EID and ensure all required documents are submitted.

H. The RECIPIENT will provide an Ecology Cultural Resources Review form as part of the minimum SERP requirements. The RECIPIENT will provide any additional information for ECOLOGY to lead the required cultural resources consultation. Costs incurred for ground-disturbing activities that occur before cultural resources review will not be eligible for reimbursement.

I. The RECIPIENT will complete an Ecology inadvertent discovery plan template for their project.

J. The RECIPIENT will notify Ecology when deliverables are available and have been uploaded to EAGL.

K. All recipients of funding for water pollution control facility projects must comply with the SERP in accordance with WAC 173-98-720.

Task Goal Statement:

See Overall Goal.

Task Expected Outcome:

See Overall Goal.

**Design**

**Deliverables**

Number	Description	Due Date
2.1	Executed contracts for professional services and documentation of the RECIPIENT's process for procuring professional services.	
2.2	Copies of the final construction contract documents.	
2.3	The RECIPIENT's Sewer Revenue and User Rate plan.	
2.4	Documentation of an IGEA or energy efficiency review.	
2.5	Complete SERP EID.	
2.6	Ecology Cultural Resources Review form.	
2.7	Inadvertent Discovery Plan.	

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 Recipient Name: City of Mattawa

## SCOPE OF WORK

Task Number: 3 **Task Cost: \$4,895,000.00**

Task Title: Construction

### Task Description:

A. The RECIPIENT will execute a contract with a contractor selected in compliance with state law. The RECIPIENT will include ECOLOGY's State Revolving Fund Specification Insert, Contract Clauses, and Pre-Selection Inserts in the construction contract documents as applicable. The RECIPIENT will submit Bid Tabs, the Notice of Award, a copy of the executed contract, and Notice to Proceed before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT will complete the construction in accordance with the approved construction contract documents. The construction project will include:

- Closure of existing sludge lagoon.
- Two 101,000-gallon aerobic digesters.
- Polymer feed system for thickening.
- Additional drying beds with sidewalls and underdrain system.

C. This project is subject to all federal requirements EPA applies to Clean Water State Revolving Funds. In addition to the federal requirements outlined in Section 4 of agreement terms and conditions, the RECIPIENT will maintain documentation of compliance with all single audit act, federal cross cutters, and federal procurement requirements for architectural and professional services (Chapter 11 of Title 40, U.S.C).

D. The RECIPIENT will submit change orders and associated backup documentation to ECOLOGY for approval. Change orders that are a significant deviation from the approved plans/specifications will be submitted for approval, prior to execution. A significant deviation shall be as defined in the Water Quality Program Orange Book, section G1-4.2.6 and mean a change in the selected treatment process, facility size, design criteria, or performance standards that result in changes in expected facility performance or environmental impacts. All other change orders will be executed and submitted to ECOLOGY within 30 days of execution. If the change order contains engineering content a P.E stamp is required.

E. All recipients of funding for water pollution control facility projects must comply with the SERP in accordance with WAC 173-98-720.

### Task Goal Statement:

See Overall Goal.

### Task Expected Outcome:

See Overall Goal.

**Construction**

**Deliverables**

<b>Number</b>	<b>Description</b>	<b>Due Date</b>
3.1	Documentation of the RECIPIENT's procurement process.	
3.2	Bid Tabs, the Notice of Award, a copy of the executed. construction contract and a copy of the Notice to Proceed.	
3.3	A copy of all change orders.	

## SCOPE OF WORK

Task Number: 4 **Task Cost: \$697,000.00**

Task Title: Construction Management

### Task Description:

A. The RECIPIENT will provide adequate and competent construction management and inspection for the Project. If professional services are procured, the RECIPIENT will procure them in accordance with state law. The RECIPIENT will include ECOLOGY's State Revolving Fund Specification Insert, Contract Clauses, and Pre-Selection Inserts, in the contract documents as applicable. The RECIPIENT will submit contracts for construction management services before ECOLOGY provides reimbursement for work performed under this task.

B. The RECIPIENT will develop a detailed Construction Quality Assurance Plan (WAC 173-240-075) and submit it to ECOLOGY for approval prior to any ground disturbing activities. This plan will describe the activities which the RECIPIENT will undertake to achieve adequate and competent oversight of all construction work.

C. The RECIPIENT will ensure construction progresses according to a timely schedule developed to meet completion dates indicated in the construction contract. The RECIPIENT will revise or update the schedule whenever major changes occur and resubmit to ECOLOGY. A significant change in the scope of work may trigger a SERP review and should be discussed and coordinated with ECOLOGY. In the absence of any major changes, the RECIPIENT will describe progress of the construction in the monthly/quarterly progress reports.

D. At completion of construction, the RECIPIENT will provide ECOLOGY's Project Manager with a set of "as-built" plans by the expiration date of this agreement (i.e. record construction drawings which reflect changes, modifications, or other significant revisions made to the project during construction).

E. At substantial completion, the recipient will notify ECOLOGY and coordinate the project's closeout with ECOLOGY's Project Manager.

F. At project completion, the RECIPIENT will submit the Declaration of Construction Completion form to ECOLOGY in accordance with WAC 173-240-090. The form, when signed by a professional engineer, indicates that the project was completed in accordance with the plans, specifications, and major change orders approved by ECOLOGY, and is accurately shown on the as-built plans.

### Task Goal Statement:

See Overall Goal.

### Task Expected Outcome:

See Overall Goal.

## Construction Management

### Deliverables

Number	Description	Due Date
4.1	Executed contract for construction management services.	
4.2	Documentation of the RECIPIENT's process for procuring professional services.	
4.3	Construction Quality Assurance Plan.	
4.4	"As-built" plans.	
4.5	Declaration of Construction Completion.	

**BUDGET**

**Funding Distribution EF260571**

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

Funding Title: SRF Forgivable Principal  
Funding Type: Forgivable Loan  
Funding Effective Date: 08/01/2025 Funding Expiration Date: 12/31/2029  
Funding Source:

Title: CWSRF - SFY26 (state)

Fund: FD0727

Type: State

Funding Source %: 100%

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

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%  
Recipient Match %: 0%  
InKind Interlocal Allowed: No  
InKind Other Allowed: No  
Is this Funding Distribution used to match a federal grant? No

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Recipient Name: City of Mattawa

<b>SRF Forgivable Principal</b>	<b>Task Total</b>
Grant and Loan Administration	\$ 1,250.00
Design	\$ 318,500.00
Construction	\$ 1,586,490.00
Construction Management	\$ 348,500.00

**Total: \$ 2,254,740.00**

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 Agreement No: WQC-2026-Mattaw-00250  
 Project Title: Solids Handling Upgrades  
 Recipient Name: City of Mattawa

**BUDGET**

**Funding Distribution EL260569**

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

Funding Title: SRF Standard Loan  
 Funding Type: Loan  
 Funding Effective Date: 08/01/2025 Funding Expiration Date: 12/31/2029  
 Funding Source:

Title: CWSRF - SFY26 (state)

Fund: FD0727

Type: State

Funding Source %: 100%

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

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%  
 Recipient Match %: 0%  
 InKind Interlocal Allowed: No  
 InKind Other Allowed: No  
 Is this Funding Distribution used to match a federal grant? No

Effective Interest Rate: 2.4% Interest Rate: 1.9% Admin Charge: 0.5%

Terms: 30 years

Project Start Date: 08/01/2025 Project Completion Date: 12/31/2029

Estimated Initiation of Operation date: 06/30/2029

Loan Security: Revenue Secure Lien Obligation of the Recipient

Final Accrued Interest: \$

Final Loan Amount: \$

Repayment Schedule Number: 1197

State of Washington Department of Ecology  
 Agreement No: WQC-2026-Mattaw-00250  
 Project Title: Solids Handling Upgrades  
 Recipient Name: City of Mattawa

<b>SRF Standard Loan</b>	<b>Task Total</b>
Grant and Loan Administration	\$ 1,250.00
Design	\$ 318,500.00
Construction	\$ 3,308,510.00
Construction Management	\$ 348,500.00

**Total: \$ 3,976,760.00**

**Funding Distribution Summary**

**Recipient / Ecology Share**

<b>Funding Distribution Name</b>	<b>Recipient Match %</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
SRF Standard Loan	0.00 %	\$ 0.00	\$ 3,976,760.00	\$ 3,976,760.00
SRF Forgivable Principal	0.00 %	\$ 0.00	\$ 2,254,740.00	\$ 2,254,740.00
<b>Total</b>		<b>\$ 0.00</b>	<b>\$ 6,231,500.00</b>	<b>\$ 6,231,500.00</b>

**AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

**SPECIAL TERMS AND CONDITIONS**

WQC-2024—Water Quality Program Special Terms and Conditions (Update June 2023)

**SECTION 1: DEFINITIONS**

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:  
 “Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

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

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

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

“Accrued Interest” means the interest incurred as loan funds are disbursed.

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

“Build American Buy American (BABA)” means a portion of the Infrastructure Investment and Jobs Act and establishes a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022.

“Bipartisan Infrastructure Law (BIL)” means funding to improve drinking water, wastewater and stormwater infrastructure.

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

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

“Construction Materials” means an article, material, or supply (other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products) that is or consists primarily of, non-ferrous metals, plastic

and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), (including optic glass), lumber, and drywall.

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

“Davis Bacon Prevailing Wage Act” means the federal law mandating on-site workers on public works projects be paid certain wages, benefits, and overtime (also known as “prevailing wage” on all government-funded construction, alteration, and repair projects.

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

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

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

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

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount and the estimated schedule for completion of the project.

“Equivalency” means the amount of State Revolving Fund (SRF) funding each funding cycle equivalent to the EPA grant to Ecology.

“Equivalency Project” means State Revolving Fund (SRF) funded project(s) designated by ECOLOGY to receive federal funding and meet additional federal requirements.

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

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

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

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount and the initiation of operation or completion date, whichever comes first.

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

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

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

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

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

“Initiation of Operation Date” means the actual date the facility financed with proceeds of the loan begins to operate for its intended purpose. (For loans only)

“Iron and Steel Products” means products made primarily of iron or steel including but may not be limited to: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

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

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

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

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

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

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

“Manufactured Products” means, items and construction materials composed in whole or in part of non-ferrous metals such as aluminum plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

“Produced in the United States” means for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.

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

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

“Prevailing Wage” means hourly wage, usual benefits, and overtime paid in the largest city in each county, to the majority of workers, laborers, and mechanics performing the same work. The rate is established separately for each county.

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

“Project” means the project described in this agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

“Unique Entity Identity Identifier (UEI)” means a 12-character alphanumeric ID assigned by SAM.gov. to an entity doing business with or receiving funds from the federal government. This number replaces the DUNS number.

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

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

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

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

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

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

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

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

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

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

c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

### Documentation Options:

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

2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement

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

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

d. Real Property Acquisition and Relocation Assistance.

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

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

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

e. Hazardous Substances.

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

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

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

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

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

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

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

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

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

F. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before

purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

G. Funding Recognition: The RECIPIENT must inform the public about any ECOLOGY or EPA funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Contact your Ecology Project Team to determine the appropriate recognition for your project.

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

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

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

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

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

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

### SECTION 3: CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

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

1. Federal Funding Accountability and Transparency Act (FFATA) Form is available on the Water Quality Program website and must be completed and submitted to Ecology. (This form is used for Section 319 (federal) funds only)
2. "Section 319 Initial Data Reporting" form must be completed in EAGL.

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

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

To increase public awareness of projects serving communities where English is not the predominant language,

RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable. (Applies to both the Section 319 funded projects and the Centennial match projects)

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

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

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

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA’s assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date. (For Section 319 funded projects only)

#### SECTION 4: CONDITIONS APPLY TO ALL FEDERAL FUNDING AGREEMENTS, INCLUDING SECTION 319, State Revolving Fund (SRF) Equivalency Projects, and SEWER OVERFLOW AND STORMWATER REUSE MUNICIPAL GRANT (OSG)

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

B. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse’s Internet Data Entry System available at: <https://facweb.census.gov/>.

C. Archaeological Resources and Historic Properties (Section 106): This requires completion of the Ecology Cultural Resources Review Form, coordination with Ecology Cultural Resources staff, and receipt of the Ecology Final Determination prior to any property acquisition and above and below ground disturbing activities.

D. Architectural and Engineering Services Procurement: The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see <https://uscode.house.gov/view.xhtml?path=/prelim@title40/subtitle1/chapter11&edition=prelim>).

E Build America, Buy America (BABA – Pub. L. No. 117-58, 70901-52) (Federally funded SRF Equivalency projects only): The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding agrees to comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act (“IIJA”/BIL), Public Law No. 117-58) which the RECIPIENT understands includes, but is not limited to, the following requirements: that all the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements”) unless (i) the RECIPIENT has requested and obtained a waiver from the cognizant Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the RECIPIENT in writing that the Build America, Buy America Requirements are not applicable to the project.

RECIPIENT shall comply with all record keeping and reporting requirements under all applicable legal authorities,

including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding, understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of termination and/or repayment of assistance, and/or other remedial actions.

EPA has granted an adjustment period waiver of the requirements of Section 70914(a) of the BIL, pursuant to Section 70914(b)(1) (public interest waiver), for eligible projects financed by SRF projects that have initiated project design planning prior to May 14, 2022, the statutory effective date of the BABA requirements. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. Sections 70917(a) and (b) of BIL provide a savings provision for existing statutory requirements that meet or exceed BABA requirements. The statutory American Iron and Steel (AIS) requirements of Clean Water Act (CWA) Section 608 and Safe Drinking Water Act (SDWA) Section 1452(a)(4) has previously applied to SRF projects and will continue to do so as part of BABA requirements.

Where manufactured products used in the project are required to be produced in the United States, manufactured product shall mean manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. The manufactured products included cover the majority of potential water infrastructure products, including complex products made up of a variety of material types and components. For water infrastructure projects, commonly manufactured products would include, but not be limited to, pumps, motors, blowers, aerators, generators, instrumentation and control systems, gauges, meters, measurement equipment, treatment equipment, dewatering equipment, actuators, and many other mechanical and electrical items.

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

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

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for

one of these firms to handle individually.

5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request. Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

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

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

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

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

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

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

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

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

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

H. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.

I. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions,

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

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

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request. Wage determinations and instructions for their use can be found at <https://sam.gov/>.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request. Where conflicts arise between the State prevailing wage rates and Davis-Bacon Act prevailing wage requirements the more stringent requirement shall govern. Washington State prevailing wage rates can be found at <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

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

L. Unique Entity Identity Identifier (UEI): The RECIPIENT agrees to register with and make their registration public in the System for Award Management (SAM.gov). The RECIPIENT will be assigned a UEI and agree to include their UEI Number under their organization’s information in EAGL. The UEI number must be entered into EAGL before a funding agreement is signed.

**SECTION 5: CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.**  
The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation (upon request)
2. Opinion of RECIPIENT’s Legal Council – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
3. Authorizing Ordinance or Resolution – Must be uploaded to the General Uploads form in EAGL.
4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for all federally funded SRF Equivalency projects – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
5. CWSRF Federal Reporting Information form – Must be completed in EAGL.
6. Fiscal Sustainability Plan (Asset Management) Certification Form (Only required if the project includes construction of a wastewater or stormwater facility construction) – Must be completed in EAGL.
7. Cost and Effectiveness Analysis Certification Form (Required for all projects receiving SRF Loan funding) – Must

be completed in EAGL.

8. State Environmental Review Process (SERP) Documentation (Required for treatment works projects only) – Must be uploaded to the Environmental and Cultural Review form in EAGL.

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American – P.L 113-76, Consolidated Appropriations Act 2014, Section 436): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT’S compliance with this provision.

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

D. Equivalency Projects: ECOLOGY designated equivalency project and alternative designated equivalency project RECIPIENTs agree to accept federal funds and the federal requirements that accompany the funds. This includes all the requirements in Section 4 and this Section.

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

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

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

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

- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or

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

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

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

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

J. Loan Repayment:

Sources of Loan Repayment

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

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

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.

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

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

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

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

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

(i) The Loan Amount with interest

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

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

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

Method and Conditions on Repayments

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

Thereafter, equal payments shall be due every six months.

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

Payments shall be mailed to:

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

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

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

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

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

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

#### K. Loan Security

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

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.  
Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

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

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

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

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

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

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

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

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

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

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

- The Davis-Bacon Act, 29 CFR , prevailing wage requirements, certified weekly payroll, etc.
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33
- The American Iron and Steel Act (Buy American)
- The Build America Buy America Act (BABA) (equivalency projects only)"

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

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

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

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

RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

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

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

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

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

The sewer use ordinance must include provisions to:

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

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactor

## **GENERAL FEDERAL CONDITIONS**

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

### **A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY**

#### **EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.

2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

## **B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING**

### **REQUIREMENTS:**

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

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

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

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

For more details on FFATA requirements, see [www.fsrs.gov](http://www.fsrs.gov) <http://www.fsrs.gov>.

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

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

expending loan or grant funds to:

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

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

## GENERAL TERMS AND CONDITIONS

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

#### GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

#### 1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

#### 2. AMENDMENTS AND MODIFICATIONS

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

#### 3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

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

#### 4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

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

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

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
  - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
  - \* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
  - For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.

c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

#### 5. ASSIGNMENT

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

#### 6. COMMUNICATION

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

#### 7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

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

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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

#### 8. COMPLIANCE WITH ALL LAWS

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

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

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

#### 9. CONFLICT OF INTEREST

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

#### 10. CONTRACTING FOR GOODS AND SERVICES

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

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

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

#### 11. DISPUTES

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

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

review.

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

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

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

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

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

## 12. ENVIRONMENTAL DATA STANDARDS

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

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

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

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

## 13. GOVERNING LAW

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

## 14. INDEMNIFICATION

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

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

## 15. INDEPENDENT STATUS

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

#### 16. KICKBACKS

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

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

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

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

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

#### 18. ORDER OF PRECEDENCE

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

#### 19. PRESENTATION AND PROMOTIONAL MATERIALS

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

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

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

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

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

#### 20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress

reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.

c) RECIPIENT shall use ECOLOGY's provided progress report format.

d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

## 21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

## 22. RECORDS, AUDITS, AND INSPECTIONS

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

All records shall:

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

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

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

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

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

### 23. RECOVERY OF FUNDS

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

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT. RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

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

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

### 24. SEVERABILITY

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

### 25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

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

### 26. SUSPENSION

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

## 27. SUSTAINABLE PRACTICES

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

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

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

## 28. TERMINATION

### a) For Cause

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

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

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

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

### b) For Convenience

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

**Non-Allocation of Funds.** ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions.

ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

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

c) By Mutual Agreement

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

d) In Event of Termination

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

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



29. THIRD PARTY BENEFICIARY

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

30. WAIVER

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

End of General Terms and Conditions

		<b>WASHINGTON STATE DEPARTMENT OF REVENUE and CITY OF MATTAWA</b>		DOR Contract #: K2581	
<b>Contract Information</b>					
<b>Contract start date</b> Date of Mutual Execution		<b>Contract end date</b> December 31, 2030		<b>Authorization:</b> Chapter 35.90.020 RCW	
<b>Purpose</b> Establish a Business Licensing Agreement between a municipality and DOR.					
<b>Parties:</b>					
<b>City of Mattawa ( Mattawa)</b>					
<b>Address</b> 521 Government Rd., Mattawa, WA 99349			<b>Mailing address (if different)</b>		
<b>Contract Manager:</b> Anabel Martinez, City Clerk		<b>Telephone:</b> 509-932-4037		<b>Email</b> amartinez@cityofmattawa-wa.gov	
<b>Department of Revenue(DOR)</b>					
<b>Contact address:</b> PO BOX 47462 Olympia, WA 98504-7462			<b>Department administration:</b> Taxpayer Services		
<b>Contract manager:</b> Denise Ceja		<b>(Area code) Telephone:</b> (360) 705-6631		<b>Email:</b> DeniseC@dor.wa.gov	
<i>Initial</i> 					
<b>Attachments: The following documents are attached and/or incorporated herein.</b>					
Attachment A – Statements of Work Attachment B - Confidentiality and Data Sharing Agreement Attachment C - User Data Privacy Acknowledgement					
<b>Affirmation:</b>					
The terms and conditions of this Contract are an integration and representation of the final, entire, and exclusive understanding between the parties superseding, all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract and have the authority to execute it on behalf of their respective entity.					
Mattawa			Department of Revenue		
Date			Date		
<b>Name</b> Maria Celaya			<b>Name</b> Sherry Cave		
<b>Title</b> Mayor			<b>Title</b> Program Manager – Business and Financial Services		
<b>mailto:</b>					

This Agreement ("Agreement") is between the Washington State Department of Revenue ("DOR") and City of Mattawa ("Mattawa"). DOR and Mattawa may be referred to individually as "Party" and collectively as "Parties."

**The Parties hereby agree as follows:**

## **Background Information**

### **1. PURPOSE**

The purpose of this Agreement is to establish the terms under which the Business Licensing Services (BLS) program of the Department of Revenue will act as Mattawa's agent for the purpose of collecting, processing, and disbursing information, licenses, and fees related to Mattawa's licensing or other regulatory activities, hereafter referred to as Confidential Licensing Information. Mattawa retains all power and authority over its business licensing and other regulatory activities except as expressly delegated to Revenue under this Agreement.

Per RCW 35.90.020 (1) "a city that requires a general business license of any person that engages in business activities within that city must partner with the department (Revenue) to have such license issued, and renewed if the city requires renewal, through the business licensing service in accordance with chapter 19.02 RCW."

### **2. AUTHORIZATION**

This agreement is authorized under RCW 35.90.020.

## **TERMS AND CONDITIONS**

### **3. CONTRACT TERM**

The term of this Agreement is from the date of mutual execution to December 31, 2030. Parties may agree to extend or reduce the term per a mutually executed written amendment. There is no present limit to the number of possible extensions.

### **4. STATEMENT OF WORK**

All services performed by each party are set out in Attachment A, Statement of Work.

Each party shall minimally provide all services as set forth therein. Both Parties understand that their performance requirement is included in statute, and each Party shall perform such activities in a manner that the Party deems appropriate for the objectives, costs, and effectiveness of the overall requirement.

### **5. COMPENSATION**

Services identified in this Agreement are provided by Revenue at no charge with the exception of the following:

- Partner shall reimburse Revenue the costs of developing and producing ad hoc informational reports. Ad hoc reports will be created only if requested by the Partner and agreed upon by Revenue.
- Partner shall reimburse Revenue's expenses for the implementation of changes to the BLS process, if requested by the Partner and agreed upon by Revenue.

- All project coordination costs, including travel-related expenses, shall be absorbed by the respective parties for their own staff.

## 6. INVOICING

DOR will submit invoices to Mattawa as needed, but in no event more frequently than monthly. Invoices must include Mattawa's contract number included on the first page of this agreement. Invoices must also provide adequate information to identify the charges being billed. Upon expiration or termination of this Agreement, any claim for payment not already made shall be submitted within ninety (90) calendar days after the expiration/termination date or the end of the fiscal year, whichever is earlier.

Mattawa will provide and maintain with Revenue its current billing address and named unit, or named personnel, to whom invoices should be directed.

## 7. PAYMENT

Mattawa shall pay all invoices by warrant or account transfer within thirty (30) calendar days of the invoice issue date.

NO ADVANCE PAYMENT: No advance payments shall be made for any services furnished pursuant to this Contract.

## 8. CONFIDENTIALITY AND DATA SHARING

The parties agree to the confidentiality and data sharing provisions set forth in Attachment B.

## 9. AMENDMENTS

The parties are allowed to amend this Agreement to the extent that such amendments do not alter this agreement outside the scope of the Statewide Agreement. Amendments are binding only when made in writing and signed by the authorized signatory who has the authority to bind the respective party. Under no circumstances does DOR's acting contract manager or project manager have the authorization to sign an amendment.

## 10. CHANGE IN STATUTORY REQUIREMENTS

The provisions of this Agreement shall be deemed to change in a manner that is consistent with any changes to any directly applicable statutory authority, provided that the change is consistent with the manifest intent of this Agreement and does not conflict with any of its express provisions. Any such change to this Agreement shall be effective on the effective date of the change in authority.

## 11. DISPUTE RESOLUTION

When a dispute arises and cannot be resolved by direct negotiation, the parties agree to participate in non-binding mediation in good faith. The mediator shall be chosen by the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable alternative resolution method such as a disputes hearing, or a Dispute Resolution Board. Either of the parties may also request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

12. **GOVERNANCE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue hereunder will be in the Superior Court for Thurston County.

In the event of an inconsistency in this Contract, unless otherwise provided, the inconsistency is resolved by giving precedence in the following order:

- a) Applicable Washington State Statutes and Regulations.
- b) *All terms and conditions* of this Agreement.
- c) All terms and conditions set forth in attachments.

13. **RECORDS RETENTION AND AUDIT**

RECORDS RETENTION. Each party shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Each Party shall retain the same for in accordance with their own retention schedules.

14. **SEVERABILITY**

If any term or condition of this Contract is held invalid, the remainder of the Contract remains valid and in full force and effect.

15. **SUBCONTRACTORS**

Mattawa may use subcontractors to carry work performances under this agreement. Mattawa's use of subcontractors does not reduce or release the Mattawa from its liability for any breach of the Mattawa's or subcontractor's duties herein.

**Additional Data Privacy Conditions for Subcontractors:** Before a subcontractor used by Mattawa may gain access to DOR confidential information, Mattawa must:

1. Compel against the subcontractor in writing, all data sharing safeguards and restrictions as set forth in Attachment B to this agreement. Mattawa must maintain a copy of the written document on file and make the document available to DOR at DOR's request.
2. Require each subcontractor personnel who may gain access to DOR confidential data to execute a copy of the acknowledgement similar to the one attached hereto as Attachment C. All such acknowledgements must be kept on file by Mattawa, and must be made available to DOR at DOR's request.

16. **SURVIVORSHIP**

Notwithstanding the expiration of the initial term of this Contract or any extension thereof, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive. This shall minimally include, without limitation, all matters concerning the permissible use and safeguarding of confidential information and matters pertaining to record preservation and subsequent disposition.

17. **TERMINATION**

Termination for Convenience: Either party, may terminate this Agreement, in whole or in part for convenience at any time upon providing ninety (90) days' notice to the other. If

this Contract is so terminated, DOR will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty will accrue to DOR in the event the termination option in this section is exercised.

**18. WAIVER**

Any omission by either party to exercise its rights under this Contract does not preclude that party from subsequent exercising of such rights and does not constitute a waiver of any rights. A waiver of rights must be stated in a writing signed by an authorized representative with signature authority on behalf of the party.

## Attachment A – Statement of Work

Each party shall perform as set forth below, and shall use best efforts as determined by them to be in good faith and appropriate, when considering the objectives, costs, and effectiveness of the overall engagement.

### Revenue services.

- Distribute and process initial and renewal internet and/or paper-based applications for Partner's business licensing and/or other regulatory activities.
- Collect and process license fees and licensing information received from applicants and licensees. Disburse collected fees as directed by Partner.
- Issue Business License with Partner's license endorsement as authorized by Partner.
- Provide routine reports on Partner's business licenses as requested by Partner, which may include daily lists of new business applications and renewals, fees processed each day, weekly list of pending accounts, and lists of businesses for which fees have been transferred.
- Maintain electronic or microfilm images of all paper documents and electronic representations of electronic filings received by Revenue from applicants and provide copies as requested.
- Maintain a database containing information received from applicants and licensees (the BLS Database).
- Provide technical assistance to establish and configure appropriate BLS Database access and secure access for Partner staff.
- Provide initial training to Partner staff in the use of the BLS Database, and ongoing training to address changes to the BLS database/access protocols or in Partner staff. Training will occur at Partner's location, over the telephone, or online, as agreed upon by the parties.
- Effect reasonable modifications in the BLS system, database, process, or forms to accommodate Partner's licensing or other regulatory requirements. Revenue will consult with Partner in evaluating alternatives and determining the most feasible and timely means of achieving Partner objectives.
- Timely notify Partner of other modifications to the BLS system, database, process, or forms, including modifications accommodating other BLS partners.

### City of Mattawa Services:

- Timely provide Revenue with all information requested to implement Partner's participation in the BLS program.
- Follow all requirements identified by Revenue as necessary for participation in the BLS program, including using:
  - o The Business License Application and other forms and processes established by Revenue.
  - o The Business License document for proof of licensure under Partner's licensing or regulatory program.
  - o The Unified Business Identifier (UBI) number to identify licensees and license accounts in all communications with Revenue.
- Obtain and maintain at its own cost, all necessary equipment and online services required at Partner's business location(s) to support Partner's access into and use of the BLS Database. End-to-end testing will take place until such time as Revenue is satisfied.
- Ensure Partner Licensing and Information Technology staff are available to respond promptly to Revenue. Partner staff will be knowledgeable of Partner operations and/or technology and be able to assist Revenue staff with process improvements and/or troubleshooting.
- Provide timely advance notice to Revenue of potential changes to Partner business licensing requirements, fees or processes.
- Upon request by Revenue, provide statistical data associated with the BLS Partner Partnership Agreement such as Full Time Equivalent (FTE) savings, change in number of Partner licensees, and change in revenue flow.

## **Attachment B**

### **CONFIDENTIALITY AND DATA SHARING AGREEMENT**

#### **I. Purpose and Scope**

The following provisions establish the terms under which the Department of Revenue ("Revenue") and Partner will share confidential data pursuant to the Business Licensing Services Agreement (the "Agreement").

#### **II. Definitions**

- A. "Confidential Licensing Information" (CLI) has the same meaning as "Licensing Information" under Revised Code of Washington (RCW) 19.02.115(1)(b). CLI is classified as at least Category 3 data under Washington's Standard for Securing Information Technology Assets, Office of the Chief Information Officer (OCIO) Standard No. 141.10.
- B. "Confidential Tax Information" (CTI) has the same meaning as "Return," "Tax Information," and "Taxpayer Identity" under RCW 82.32.330(b), (c), & (e). CTI is classified as at least Category 3 data under Washington's Standard for Securing Information Technology Assets, OCIO Standard No. 141.10.
- C. "Confidential" refers to data classified as at least Category 3 data under Washington's Standard for Securing Information Technology Assets, OCIO Standard No. 141.10.
- D. "Portable Devices" refers to small portable computing devices. Examples of portable devices include, but are not limited to handhelds/PDAs, Ultramobile PCs, flash memory devices (e.g., USB flash drives, personal media players), portable hard disks, and laptop/notebook computers.
- E. "Portable Media" refers to small portable digital storage media. Examples of portable media include, but are not limited to optical media (e.g., CDs, DVDs, Blu-Rays), magnetic media (e.g., floppy disks, tape, Zip or Jaz disks), or flash media (e.g., CompactFlash, SD, MMC).
- F. "Data" refers to individual pieces of information.
- G. "Cloud" refers to a non-Partner data center(s) offering infrastructure, operating system platform, or software services. A more complete definition of "cloud" can be found in the National Institute of Standards (NIST) Special Publication 800-145.
- H. "Encryption" refers to enciphering data with a NIST-approved algorithm or cryptographic module using a NIST-approved key length.
- I. "Complex Password" or "Complex Passphrase" refers to a secret phrase, string of characters, numbers, or symbols used for authentication that is not easily guessable and meets an established industry guideline for complexity and length, such as NIST Special Publication 800-118.

#### **III. Data Classification, Authorized Use, Access, and Disclosure**

- A. **Data Classification:** Data shared under this Agreement is considered confidential and classified as at least Category 3 data under Washington's Standard for Securing Information Technology Assets, OCIO Standard No. 141.10.
- B. **Permitted Uses:** Business licensing information may be used for official purposes only.
- C. **Permitted Access:** Business licensing information may be accessed only by Partner's employees and agents that have a bona fide need to access such information in carrying out their official duties.

- D. Permitted Disclosure: Business licensing information received under the Agreement must not be disclosed to non-parties unless the disclosure is:
- 1) Ordered under any judicial or administrative proceeding; or
  - 2) Otherwise expressly authorized by Revenue in writing.

#### **IV. Confidentiality**

Partner and Revenue each agree to keep confidential and secure from unauthorized use, access, or disclosure all confidential data received under the Agreement.

- A. Ensuring Security: Partner shall establish and implement physical, electronic, and managerial policies, procedures, and safeguards to ensure that all confidential data exchanged under this Agreement is secure from unauthorized use, access, or disclosure.
- B. Proof of Security. Revenue reserves the right to monitor, audit, or investigate Partner's security policies, procedures, and safeguards for confidential data. Partner agrees to provide information or proof of its security policies, procedures, and safeguards as reasonably requested by Revenue.

#### **V. Statutory Prohibition Against Disclosure; Confidentiality Agreement**

- A. Criminal Sanctions. RCW 19.02.115(2) prohibits the disclosure of Confidential Licensing Information, except as expressly authorized under RCW 19.02.115(3). RCW 82.32.330(2) prohibits the disclosure of Confidential Tax Information except as expressly authorized under RCW 82.32.330(3). It is a misdemeanor for any person acquiring Confidential Licensing Information or Confidential Tax Information under this Agreement to disclose such information in violation of the disclosure limitations stated in RCW 19.02.115 and RCW 82.32.330. Partner will require employees with access to Confidential Licensing Information and/or Confidential Tax Information to sign a copy of the confidentiality agreement attached at Exhibit C.

#### **VI. Breach of Confidentiality**

In the event of any use, access, or disclosure of confidential data by Partner, or its employees or agents in material violation of the terms of this Agreement:

- A. Partner shall notify Revenue in writing as soon as practicable, but no later than three working days, after determining that a violation has occurred.
- B. Revenue may immediately terminate this Agreement and require the certified return or destruction of all records containing confidential data received under the Agreement.

#### **VIII. Data Security**

Confidential data provided by Revenue shall be stored in a secure physical location and on Partner-owned devices with access limited to the least number of staff needed to complete the purpose of this Agreement.

- A. Partner agrees to store data only on one or more of the following media and protect the data as described:
  - 1) Workstation hard disk drives
    - a) Access to the data stored on local workstation hard disk drives will be restricted to authorized users by requiring logon to the local workstation using a unique user ID and complex password, passphrase, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.

- b) If the workstation is not located in a secure physical location, hard drive must be encrypted.
  - c) Workstations must be maintained with current anti-malware or anti-virus software.
  - d) Software and operating system security patches on workstations must be kept current.
- 2) Network servers
- a) Access to data stored on hard disks mounted on network servers and made available through shared folders will be restricted to authorized users through the use of access control lists, which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password, passphrase, or other authentication mechanisms that provide equal or greater security, such as biometrics or smart cards.
  - b) Data on disks mounted to such servers must be located in a secure physical location.
  - c) Servers must be maintained with current anti-malware or anti-virus software.
  - d) Software and operating system security patches on servers must be kept current.
- 3) Backup tapes or backup media
- a) Partner may archive Revenue data for disaster recovery (DR) or data recovery purposes.
  - b) Backup devices, tapes, or media must be kept in a secure physical location.
  - c) Backup tapes and media must be encrypted.
  - d) When being transported outside of a secure physical location, tapes or media must be under the physical control of Partner staff with authorization to access the data or under the physical control of a secure courier contracted by Partner for transportation purposes.
- 4) Cloud Storage
- a) Revenue will meet cloud and data requirements in Washington's Standard for Securing Information Technology Assets, OCIO Standard 141.10.
  - b) Revenue and Partner will, at a minimum, meet the following requirements:
    - i. Encrypt the data at rest and in transit.
    - ii. Control access to the cloud environment with a unique user ID and complex password, passphrase, or stronger authentication method such as a physical token or biometrics.
    - iii. Cloud provider data center(s) and systems must be Service Organization Control (SOC) 2 Type II certified.
- 5) All data provided by Revenue shall be stored on a secure environment by city staff. The City will implement these policies to ensure this security:
- a) Staff will not store or place any Revenue material on any portable devices or portable media (USB devices, CD/DVD, etc.).
  - b) Staff will not email information provided by Revenue to anyone outside of City staff.
  - c) Staff shall only access Revenue information on a City network computer.
  - d) Staff will not save any Revenue reports or data on the hard drive of any City computer. It shall only be stored on a City network.

#### B. Protection of Data in Transit

Partner agrees that any retransmission of Revenue data over a network, other than the Partner's internal business network will be encrypted.

### IX. Data Segregation

Revenue data must be segregated or otherwise distinguishable from non-Revenue data. This is to ensure that if the data is breached through unauthorized access, it can be reported to Revenue and when the data is no longer needed by Partner, all Revenue data can be identified for return or destruction.

### X. Data Breach Notification

If Partner or its agents detect a compromise or potential compromise in the data security for Revenue data such that data may have been accessed or disclosed without proper authorization, Partner shall give notice to Revenue within one (1) business day of discovering the compromise or potential compromise. Partner shall take corrective action as soon as practicable to eliminate the cause of the breach and shall be responsible for ensuring that appropriate notice is made to those individuals whose personal information may have been improperly accessed or disclosed. At a minimum, notification to Revenue will include:

- A. The date and time of the event.
- B. A description of the Revenue data involved in the event; and
- C. Corrective actions the Partner is taking to prevent further compromise of data.

#### **XI. Disposition of Data**

- A. Records furnished to the Partner in any medium remain the property of Revenue.
- B. Revenue data no longer needed by the Partner must be disposed of following the data destruction procedures in this Agreement.
- C. Upon the destruction of Revenue data, the partner shall complete a Certification of Data Disposition (attached to this Agreement as Exhibit B), and submit it to the Contract Manager within 15 days of the date of disposal.

#### **XII. Data Destruction Procedures**

The following are acceptable destruction methods for various types of media. At least one method defined under the various types of media must be used to destroy Revenue data for that media type.

- A. Optical discs
  - 1) Incinerate the disc(s); or
  - 2) Shred the discs.
- B. Magnetic tape(s)
  - 1) Degauss.
  - 2) Incinerate; or
  - 3) Crosscut shredding
- C. Digital files on server or workstation hard drives or similar media
  - 1) For mechanical hard drives, use a "wipe" utility which will overwrite the data at least 3 times using either random or single character data.
  - 2) For solid state hard drives, use a "secure erase" utility that resets all cells to zero.
  - 3) Degauss sufficiently to ensure that the data cannot be reconstructed; or
  - 4) Physically destroy disk(s)
- D. Portable media
  - 1) For mechanical hard drives, use a "wipe" utility which will overwrite the data at least 3 times using either random or single character data.
  - 2) For solid state hard drives and devices, use a "secure erase" utility that resets all cells to zero.
  - 3) Degauss sufficiently to ensure that the data cannot be reconstructed.
  - 4) Physically destroying disk(s) or devices.
  - 5) For SmartPhones and similar small portable devices use one of the following:

- a) If the devices are encrypted and secured with a complex password, the data is considered destroyed. Before disposal or reissuance of the device, make sure the data is encrypted and then reset the device to original or new condition; or
- b) If a Mobile Device Management (MDM) solution for the device exists, enable the remote wipe command to destroy the data.

E. Cloud Storage

Use the cloud provider's procedures to permanently delete the files and folders.

**\*\*\*\*end\*\*\*\*\***

## Attachment C

### Individual Acknowledgement of Data Privacy and Data Security Safeguards

Re: **Subcontracting work for City of Mattawa,**  
Data Security: Contract **K2581** ("Agreement") between City of Mattawa and Department of Revenue

I, the undersigned, hereby acknowledge my understanding and agreement as follows:

1. I will be performing work on behalf of the City of Mattawa, which includes work that is covered by the "Agreement."
2. As part of this work, I may receive access to confidential information as that term is defined in the "Agreement."
3. I have been afforded the opportunity to review and inquire about all data security safeguards and requirements set forth in the "Agreement."
4. I further understand that by working on behalf of the City of Mattawa, I too have the duty to follow all noted data security safeguards and requirements set forth in the "Agreement."
5. I fully understand the data security safeguards and requirements and shall fully comply with them.

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Date:

Maria Celaya

\_\_\_\_\_  
Typed/Print Name

\_\_\_\_\_  
Name of company (if applicable.)

ORDINANCE NO. 26-705

AN ORDINANCE OF THE CITY OF MATTAWA, WASHINGTON, ADDING AMENDING SECTION 3.30.030 OF THE MATTAWA MUNICIPAL CODE IMPOSING AN ADDITIONAL SALES AND USE TAX OF ONE-TENTH OF ONE PERCENT WITHIN THE BOUNDARIES OF THE MATTAWA TRANSPORTATION BENEFIT DISTRICT FOR THE PURPOSE OF FINANCING THE COSTS ASSOCIATED WITH TRANSPORTATION IMPROVEMENTS IN THE DISTRICT AS AUTHORIZED BY RCW 36.73.065 AND RCW 82.14.0455; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Mattawa Transportation Benefit District (the "District") was established by City of Mattawa Ordinance No. 15-568, passed by the Mattawa City Council on August 20, 2015 and codified as Chapter 3.30 of the Mattawa Municipal Code (MMC); and

WHEREAS, RCW 36.73.040(3)(a) authorizes transportation benefit districts to impose a sales and use tax, subject to the provisions of RCW 36.73.065 and RCW 82.14.0455; and

WHEREAS, RCW 36.73.065(4)(a)(v) authorizes transportation benefit districts to impose a sales and use tax in accordance with RCW 82.14.0455 in an amount not exceeding one-tenth of one percent (0.1%) for a period of ten (10) years upon a majority vote of the governing body of the district for the purpose of financing the transportation improvements of a district; and

WHEREAS, the Mattawa City Council has carefully considered the financial needs of the City's transportation system and the imposition of the tax and has determined that the best interests of the City and the District will be served by passing this ordinance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MATTAWA, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Imposition of Additional Sales and Use Tax. MMC 3.30.030 is hereby amended to impose the additional one-tenth of one percent sales and use tax authorized by RCW 36.73.065(4)(a)(v) and to read as follows:

3.30.030 Functions and powers of the District.

- A. The city, acting by and through its city council, may authorize a vehicle fee of up to:
1. Twenty dollars per vehicle as provided for by RCW **82.80.140**;
  2. Up to forty dollars of the vehicle fee authorized in RCW **82.80.140** if a vehicle fee of twenty dollars has been imposed for at least twenty-four months; and/or;
  3. Up to fifty dollars of the vehicle fee authorized in RCW **82.80.140** if a vehicle fee of forty dollars has been imposed for at least twenty-four months and a district has met the requirements of subsection (6) of Section 309 of 2ESSB 5987.
- B. When authorized by the voters or city council pursuant to the requirements of Chapter **36.73** RCW, other taxes, fees, charges and tolls or increases in these revenue sources may be assessed for the preservation, maintenance and operation of city streets. Additional transportation improvements may be added to the functions of the district upon compliance with the requirements of said chapter.

C. The district board shall have the powers and functions provided by Chapter 36.73 RCW, as it now exists or is hereafter amended, to fulfill the purposes of the district.

D. Pursuant to RCW 36.73.065, the district board imposes by a majority vote the amount of one-tenth of one percent sales and use tax in accordance with RCW 82.14.0455

Section 2. Duties of Clerk and Finance Director. The City Clerk and the Finance Director are hereby requested to submit this ordinance to the Washington State Department of Revenue and to request that the Department take all necessary steps to implement and collect the tax imposed by this ordinance as soon as possible.

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court, board or tribunal of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. Effective Date. This ordinance shall take effect and be in full force five (5) days after publication of the attached summary, which is hereby approved.

PASSED BY THE CITY COUNCIL OF THE CITY OF MATTAWA THIS 19<sup>TH</sup> DAY OF MARCH 2026.

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Maggie Celaya, Mayor

ATTEST:

---

Anabel Martinez, City Clerk

APPROVED AS TO FORM:

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Katherine L. Kenison, City Attorney

PASSED the 19<sup>th</sup> day of March 2026.

APPROVED the 19<sup>th</sup> day of March 2026.

PUBLISHED the 25<sup>th</sup> day of March 2026.

## ORDINANCE NO. 26-706

**AN ORDINANCE** of the City of Mattawa authorizing the Mattawa Transportation Benefit District Board to establish an up to one-tenth of one percent (.1%) sales and use tax pursuant to RCW 36.73.065(4)(a)(v); adopting legislative findings; amending Section 3.30.030(B) of the Mattawa Municipal Code to reflect recent changes in state law; providing for severability; and setting an immediate effective date.

WHEREAS, streets are the City of Mattawa's largest physical asset and are critical to our community's day-to-day and long-term economy and livability; and

WHEREAS, state law and the Mattawa Municipal Code ("MMC") authorize the Mattawa Transportation Benefit District to impose and collect a sales and use tax pursuant to RCW 36.73.065, subject to certain limitations.

WHEREAS, in July of 2022, RCW 36.73.065 was amended to authorize the governing board of a transportation benefit district that includes all the territory within the boundaries of the establishing jurisdiction to impose an up to one-tenth of one percent sales and use tax in accordance with RCW 82.14.0455.

WHEREAS, the City Council finds that Section 3.30.030 of the MMC should be amended to reflect the recent amendment of RCW 36.73.065 and the additional authority granted to transportation benefit district boards to impose an up to one-tenth of one percent sales and use tax.

WHEREAS, the City Council adopts and incorporates by reference Staff Report SR-156-22 and finds that it is in the public interest to amend Section 3.30.030(B) of the MMC to reflect the aforementioned changes in state law.

WHEREAS, with proper notice to the public, the Mattawa City Council conducted a first reading of the proposed ordinance on October 24, 2022 and a public hearing concerning the ordinance and proposed code changes on November 14, 2022.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF MATTAWA:**

Section 1. Findings. The City Council hereby adopts and incorporates by reference the above recitals as findings in support of this Ordinance.

Section 2. Amendment. Mattawa Municipal Code Section 3.30.030 titled "Functions and powers of the District" is hereby amended as follows:

3.30.030 Functions and powers of the District.

- A. The city, acting by and through its city council, may authorize a vehicle fee of up to:
1. Twenty dollars per vehicle as provided for by RCW **82.80.140**;
  2. Up to forty dollars of the vehicle fee authorized in RCW **82.80.140** if a vehicle fee of twenty dollars has been imposed for at least twenty-four months; and/or;

3. Up to fifty dollars of the vehicle fee authorized in RCW **82.80.140** if a vehicle fee of forty dollars has been imposed for at least twenty-four months and a district has met the requirements of subsection (6) of Section 309 of 2ESSB 5987.

B. When authorized by the voters or city council pursuant to the requirements of Chapter **36.73** RCW, other taxes, fees, charges and tolls or increases in these revenue sources may be assessed for the preservation, maintenance and operation of city streets. Additional transportation improvements may be added to the functions of the district upon compliance with the requirements of said chapter.

C. The district board shall have the powers and functions provided by Chapter **36.73** RCW, as it now exists or is hereafter amended, to fulfill the purposes of the district.

Section 3. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 4. Effective Date. This ordinance shall take effect and be in full force five (5) days after publication of the attached summary, which is hereby approved.

PASSED BY THE CITY COUNCIL OF THE CITY OF MATTAWA THIS 19<sup>TH</sup> DAY OF MARCH 2026.

\_\_\_\_\_  
Maggie Celaya, Mayor

ATTEST:

\_\_\_\_\_  
Anabel Martinez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Katherine L. Kenison, City Attorney

PASSED the 19<sup>th</sup> day of March 2026.

APPROVED the 19<sup>th</sup> day of March 2026.

PUBLISHED the 25<sup>th</sup> day of March 2026.

**CITY OF MATTAWA  
STAFF REPORT**

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To: Mayor Celaya and City Council  
 From: Public Works Department  
 Date: March 19, 2026  
 Proceeding Type: New Business  
 Subject: 2026 WA State Recreation and Conservation Office (RCO) Washington Wildlife and Recreation Program (WWRP) Grant Application & Submittal

**Legislative History:**

- |                        |                |
|------------------------|----------------|
| • First Presentation:  | March 19, 2026 |
| • Second Presentation: |                |
| • Requested Action:    | Motion Needed  |

**Staff Report Summary**

The subject in front of City Council is to authorize staff to apply for and submit the 2026 Washington Wildlife and Recreation Program (WWRP) Grant due, April 30, 2026.

**Background**

The Washington State (RCO) Washington Wildlife and Recreation Program (WWRP) grants provide funding every two years through state bonds to support land acquisition, development, and improvement of outdoor recreation facilities. Grants may fund projects such as parks, trails, ballfields, waterfront access, and recreational facilities including restrooms, picnic shelters, play areas, and parking. Local Parks grants may provide up to \$500,000 for development, with a requirement for matching funds of 10% (the city qualifies for a reduced match due to being a “Communities in need” and “Underserved population”). The proposed project would include the development of restrooms at Hund Memorial Park. This grant program is highly competitive.

**Fiscal and Policy Implications**

Financial impacts are expected to be up to \$50,000 to \$85,000 in grant project contributions that derive from park donations, general, water and sewer capital fund and ending balance of general funds. To include match funds were donated to the City by Columbia Basin Health Association to “use in ways that encourages childhood wellness”. No policy implications are anticipated; besides grant reporting if awarded. The maintenance of the restroom’s facilities will become city responsibility.

FUND	BARS	LINE ITEM	AMOUNT BUDGETED	CURRENT EXPENDITURE	REMAINING AMOUNT
Park Facilities	TBD	Park Donations*			\$15,000*
350 Capital Improvement Fund	TBD	General Capital Fund			\$300,000
411 Capital Improvement Fund	TBD	Water Capital Fund			\$490,000
412 Capital Improvement Fund	TBD	Sewer Capital Fund			\$650,000
<b>TOTAL</b>					<b>\$1,455,000</b>

\*estimated, pending budget amendment

**Options**

1. Authorize staff to submit for the 2026 WA State Recreation and Conservation Office (RCO) Washington Wildlife and Recreation Program (WWRP) Grant due, April 30 with a city match amount not to exceed \$85,000 and continue working with community partners, members, and G&O engineering.
2. Do not authorize staff to submit for the 2026 WA State Recreation and Conservation Office (RCO) Washington Wildlife and Recreation Program (WWRP).

**Staff Recommendation**

1. Authorize staff to submit for the 2026 WA State Recreation and Conservation Office (RCO) Washington Wildlife and Recreation Program (WWRP) Grant due, April 30 with a city match amount not to exceed \$85,000 and continue working with community partners, members, and G&O engineering.

**Attachments**

A.	Call for projects
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**The following documents are attached and subject for review:**

<b>Review by:</b>	<b>Type of Document</b>	<b>Title of Document</b>	<b>Date Reviewed</b>	<b>Comment:</b>
Engineering	▪ PDF	RCO Funding Application		
Legal	▪ N/A			
Financial	▪ WORD	Staff Report	3/16/26	Initials: <i>Jen</i>
<b>Comment:</b>				

## WWRP-RECREATION

# Recreation Projects- Washington Wildlife and Recreation Program

FUNDING	GRANT LIMIT	MATCH REQUIREMENT
<b>\$54 million</b>	<b>Varies</b>	<b>Varies</b>
<a href="#">Details</a>	<a href="#">Details</a>	<a href="#">Details</a>

### START YOUR APPLICATION

[Learn How To Apply](#) >> < <https://Rco.Wa.Gov/Recreation-And-Conservation-Office-Grants/Apply-For-A-Grant/> >

#### CONTACT STAFF

< <https://rco.wa.gov/contact-a-grants-manager/> >

#### APPLY NOW

< <https://rco.wa.gov/recreation-and-conservation-office-grants/apply-for-a-grant/> >

The Washington Wildlife and Recreation Program provides funding for a broad range of land protection and outdoor recreation, including local and state parks, trails, water access, and the conservation and restoration of state land.

The Washington Wildlife and Recreation Program was envisioned as a way for the state to accomplish two goals: acquire valuable recreation and habitat lands before they were lost to other uses and develop recreation areas for a growing population.

This landmark legislation passed in 1990 and the grant program's continued funding have come about through the support of governors, the Legislature, and groups such as the many organizations comprising the [Washington Wildlife and Recreation Coalition](https://wildliferecreation.org/) < <https://wildliferecreation.org/> >.

#### Grant Application Schedule

Item	Date
Application Webinar, Applications Open <a href="https://www.youtube.com/watch?v=bAygI2_1Jc">View the recorded webinar &lt; https://www.youtube.com/watch?v=bAygI2_1Jc&gt;</a>	February 11, 2026
Plan Due <i>A comprehensive plan is required to be eligible for a grant.</i>	March 2, 2026
Application Due	April 30, 2026
Technical Review <i>Local Parks Category</i>	May 11, 2026 - May 15, 2026
Technical Review (Written) <i>State Lands Development and Renovation Category</i>	May 14, 2026 - June 5, 2026
Technical Review <i>State Parks Category</i>	May 12, 2026 - May 13, 2026
Technical Review <i>Trails Category</i>	May 18, 2026 - May 19, 2026
Technical Review <i>Water Access Category</i>	May 21, 2026
Technical Completion Deadline	July 15, 2026
Evaluation <i>Local Parks Category</i>	August 17, 2026 - August 21, 2026
Evaluation (Written) <i>State Lands Development and Renovation Category</i>	August 3, 2026 - August 28, 2026
Evaluation <i>State Parks Category</i>	August 11, 2026 - August 12, 2026
Evaluation <i>Trails Category</i>	August 18, 2026 - August 19, 2026
Evaluation <i>Water Access Category</i>	August 25, 2026
Board Approves Preliminary Ranked Lists	October 27, 2026

**Grant Award History**

Most recent grants and evaluation results, listed by the application year.




 2024     2022     2020

Previous Years ▾

**Application Resources**

 [GRANT MANUAL](#)

**Grant Forms**

-  [Applicant Authorization Resolution](#)
-  [Certification of Applicant Match Form](#)
-  [Department of Natural Resources Scope of Work Acknowledgement Form](#)
-  [Documentation of Local Jurisdiction Review and Conferral for Acquisition Projects](#)
-  [Electronic Signature Authorization Form](#)
-  [Sample Letter Given to Local Jurisdiction for Acquisition Projects](#)

**WWRP-Recreation Resources**

-  [What's New in 2026?](#)
-  [Applicant's To-Do List for Local Parks](#)
-  [Applicant's To-Do List for State Parks](#)
-  [Applicant's To-Do List for Trails](#)
-  [Applicant's To-Do List for Water Access](#)

## Applicant's To-Do List for State Lands Development and Renovation

### Fact Sheet


### Manual 3: Acquisition Projects


### Manual 4: Development Projects

## General Resources

### Grant Writing 101

### Tips for Developing a PowerPoint Presentation for Grant Applicants

 **Map to Determine "Project Need-Statewide Priorities" Score** < <https://experience.arcgis.com/experience/3de7d1d4598c4c81bef91e603609ecd9/> >

 **Map to Determine "Project Need-Statewide Priorities" Score** < <https://experience.arcgis.com/experience/3de7d1d4598c4c81bef91e603609ecd9/> >

## Announcements

**RCO's Application Webinar recording is now available!** < [https://www.youtube.com/watch?v=bAyqI2\\_1Jc](https://www.youtube.com/watch?v=bAyqI2_1Jc) >

**New for 2026:** The manual for this year's grant round will be published in February. But until then, here's a sneak peek at upcoming changes:

- Acquisition of land currently or previously managed by a public entity is eligible.
- Sponsors have eighteen months from the board funding meeting to acquire land in a combination project.
- Earnest or option payments incurred before the execution of a grant agreement are an eligible pre-agreement cost if they are applied to the purchase price of the land acquired.

## Resources

**Outdoor Recreation Inventory** < <https://wa-rco-scorp-2023-wa-rco.hub.arcgis.com/apps/e4e1bcbee9d14a658c00e69f3988ff38/explore> > : The 2023 Outdoor Recreation Inventory map and dashboard includes information on more than twenty-three thousand outdoor recreation areas, facilities, trails, and water access sites. It is used to understand the quantity and distribution of key outdoor recreation opportunities across the state. The dashboard also includes a service area analysis for outdoor recreation opportunities, such as accessing a local park or trail.

## Typical Projects

- Buying land for a park
- Building ball fields, courts, regional athletic complexes
- Renovating community parks
- Developing regional trails
- Building waterfront parks
- Developing state lands

## Who May Apply?

### Local Parks Category

- Cities, counties, towns
- Federally recognized Native American tribes
- Special purpose districts, port districts, or other political subdivisions of the state providing services to less than the entire state

### State Lands Development and Renovation Category

- Washington State Department of Fish and Wildlife
- Washington State Department of Natural Resources

### State Parks Category

- Washington State Parks and Recreation Commission

### Trails and Water Access Categories

- Cities, counties, towns
- Federally recognized Native American tribes
- Special purpose districts, port districts, or other political subdivisions of the state providing services to less than the entire state
- State agencies (Washington State Parks and Recreation Commission and Washington State Departments of Enterprise Services, Fish and Wildlife, and Natural Resources)

## Planning Requirement

To apply for this funding, grant applicants must have completed a comprehensive recreation or conservation plan. See details on the [planning page](#) and in [Manual 2: Planning Guidelines](#).

## Funding

Funding comes from the sale of state bonds and is awarded every two years.

 [Comparison of Potential Grants Awarded at Different Legislative Funding Levels](#)

**Funding by Grant Program Category**

**Grant Limits**

Category	Grant Limit
<b>Local Parks</b>	
Acquisition Projects	\$1 million
Development Projects	\$500,000
Combination Projects (Acquisition with either development or renovation)	\$1 million, of which not more than \$500,000 may be for development costs
<b>State Lands Development and Renovation</b>	Minimum \$25,000, maximum \$325,000
<b>State Parks</b>	None
<b>Trails</b>	None
<b>Water Access</b>	None

**Match Details**

State agencies do not have to provide match.

Match may include the following:

- Applicant's labor, equipment, and materials
- Appropriations or cash
- Bonds
- Donations of cash, land, labor, equipment, and materials
- Other grants

**Match Reductions**

Some local agencies applying for grants in the Local Parks, Trails, or Water Access Categories may reduce their match if they meet any of the criteria below:

- Communities in need
- Underserved populations
- Counties in need
- Federal disaster area

**SEE IF YOU QUALIFY**

**Eligible Projects**

**Land Acquisition**

Acquisition includes the purchase of perpetual interest in real property or non-perpetual interests such as leases and easements. Acquisition of non-perpetual interests must be for at least fifty years and may not be revocable at will. Incidental costs related to acquisition are eligible.

**Development**

**Local and State Parks**

- Buildings
- Campgrounds, cabins
- Fishing floats
- Hard court areas
- Interpretive kiosks, signs
- Outdoor swimming pools
- Picnic shelters
- Play areas
- Playing fields
- Restrooms
- Roads, paths, and parking
- View areas

Note: Renovation projects are NOT eligible in the State Parks Category.

**State Lands Development and Renovation**

- Campgrounds
- Fishing piers and platforms
- Interpretive kiosks, signs
- Launch ramps and floats
- Picnic shelters
- Restrooms
- Roads, paths, and trails

**Trails**

- Benches, tables
- Bridges and boardwalks
- Interpretive kiosks, signs
- Restrooms
- Trails
- Trailheads
- Viewpoints

**Water Access**

- Buoys
- Fishing piers and platforms
- Interpretive kiosks, signs
- Launch ramps, floats
- Picnic shelters
- Restrooms
- Roads and paths

**Ineligible Projects**

- Animal species introduction or propagation, other than biological controls for invasive species, etc.
- Concessionaire buildings
- Costs not directly related to implementing the project such as indirect and overhead charges
- Environmental cleanup of illegal activities, such as removal of derelict vessels, trash, meth labs)
- Wildlife production facilities such as fish hatcheries
- Indoor facilities such as community centers, environmental education or learning centers, gyms, swimming and therapy pools, and covered ice-skating rinks
- Offices, shops, residences, and meeting and storage rooms, except for some limited exceptions in the Local and State Parks Categories
- Properties acquired via condemnation of any kind
- Specific projects or actions identified as mitigation as part of a habitat conservation plan approved by the federal government for incidental take of endangered or threatened species or other projects identified for habitat mitigation purposes
- Routine operation and maintenance costs

**Long-term Commitment**

Land acquired or developed must be kept and maintained for public outdoor recreation use for at least fifty years. Long-term obligations for structures or facilities for outdoor recreation will be tied to a reasonable, agreed-upon service life for the structure or facility.

More information is in [Manual 7: Long-term Obligations](#).

**SIGN UP FOR E-MAIL**

**SIGN UP**

**STAY CONNECTED**

  [< https://www.facebook.com/WSRCO >](https://www.facebook.com/WSRCO)

  [< https://www.youtube.com/user/WashingtonRCO >](https://www.youtube.com/user/WashingtonRCO)

[< https://bsky.app/profile/rcowashington.bsky.social >](https://bsky.app/profile/rcowashington.bsky.social)

  [< https://www.instagram.com/rcowashington/ >](https://www.instagram.com/rcowashington/)

  [< https://www.linkedin.com/company/washington-state-recreation-and-conservation-office/ >](https://www.linkedin.com/company/washington-state-recreation-and-conservation-office/)

[Access Washington < https://wa.gov/ >](https://wa.gov/)       [Accessibility Policy < https://rcow.wa.gov/policies/accessibility-policy/ >](https://rcow.wa.gov/policies/accessibility-policy/)  
 [Nondiscrimination Statement < https://rcow.wa.gov/nondiscrimination-notice/ >](https://rcow.wa.gov/nondiscrimination-notice/)       [Privacy Policy < https://rcow.wa.gov/policies/privacy-policy/ >](https://rcow.wa.gov/policies/privacy-policy/)  
 [Public Records Request < https://rcow.wa.gov/contact-us/public-records-request/ >](https://rcow.wa.gov/contact-us/public-records-request/)  
 [Web Content Policy < https://rcow.wa.gov/policies/web-content-policy/ >](https://rcow.wa.gov/policies/web-content-policy/)       [Staff Resources < https://rcow.wa.gov/staff-resources/ >](https://rcow.wa.gov/staff-resources/)

**CITY OF MATTAWA  
STAFF REPORT**

To: Mayor Celaya and City Council  
 From: Public Works Department  
 Date: March 19, 2026  
 Proceeding Type: New Business  
 Subject: 2026 WA State Recreation and Conservation Office (RCO) Youth Athletic Facilities Grant Application & Submittal

**Legislative History:**

- |                        |                |
|------------------------|----------------|
| • First Presentation:  | March 19, 2026 |
| • Second Presentation: |                |
| • Requested Action:    | Motion Needed  |

**Staff Report Summary**

The subject in front of City Council is to authorize staff to apply for and submit the 2026 RCO Youth Athletic Facilities Grant due, April 30, 2026.

**Background**

The Washington State (RCO) Youth Athletic Facilities Grant Program provides funding every two years through state bonds to support the development, renovation, or expansion of outdoor youth athletic facilities. The Small grants program offers up to \$350,000 (with total project costs not exceeding \$700,000), while large grants range from \$25,000 to \$1.5 million, with a require matching funds of 10%. Eligible projects include outdoor sports fields, courts, track facilities, outdoor pools, land acquisition for future athletic facilities, and supporting infrastructure such as restrooms, lighting, parking, and bleachers. The proposed project would include the development of a soccer field at Hund Memorial Park, along with supporting facilities such as restrooms, soccer equipment, and bleachers. This grant program is highly competitive.

**Fiscal and Policy Implications**

Financial impacts are expected to be up to \$50,000 to \$85,000 in grant project contributions that derive from park donations, general, water and sewer capital fund and ending balance of general funds. To include match funds were donated to the City by Columbia Basin Health Association to “use in ways that encourages childhood wellness”. No policy implications are anticipated; besides grant reporting if awarded. The maintenance of the restroom’s facilities will become city responsibility.

FUND	BARS	LINE ITEM	AMOUNT BUDGETED	CURRENT EXPENDITURE	REMAINING AMOUNT
Park Facilities	TBD	Park Donations*			\$15,000*
350 Capital Improvement Fund	TBD	General Capital Fund			\$300,000
411 Capital Improvement Fund	TBD	Water Capital Fund			\$490,000
412 Capital Improvement Fund	TBD	Sewer Capital Fund			\$650,000
<b>TOTAL</b>					\$1,455,000

\*estimated, pending budget amendment

**Options**

1. Authorize staff to submit for the 2026 WA State Recreation and Conservation Office (RCO) Youth Athletic Facilities Grant due, April 30 with a city match amount not to exceed \$85,000 and continue working with community partners, members, and G&O engineering.
2. Do not authorize staff to submit for the 2026 WA State Recreation and Conservation Office (RCO) Youth Athletic Facilities Grant.

**Staff Recommendation**

1. Authorize staff to submit for the 2026 WA State Recreation and Conservation Office (RCO) Youth Athletic Facilities Grant due April 30 with a city match amount not to exceed \$85,000 and continue working with community partners, members, and G&O engineering.

**Attachments**

A.	Call for projects
----	-------------------

**The following documents are attached and subject for review:**

Review by:	Type of Document	Title of Document	Date Reviewed	Comment:
Engineering	▪ PDF	RCO Funding Application		
Legal	▪ N/A			
Financial	▪ WORD	Staff Report	3/16/24	Initials: <i>Jey</i>
<b>Comment:</b>				