

RESOLUTION NO. 1975

A RESOLUTION AUTHORIZING APPROVAL OF AN AGREEMENT BETWEEN COSTA PACIFIC COMMUNITIES AND THE CITY OF WILSONVILLE FOR THE ADMINISTRATION OF A GRANT AGREEMENT WITH THE U.S. ENVIRONMENTAL PROTECTION AGENCY.

WHEREAS, based on a competitive request for proposals, by the State of Oregon, the State awarded to Costa Pacific Communities team the contract for purchasing and developing a sustainable community under the Dammasch Transportation Efficiency Land Use Plan (ORS 426.508(3)), which has been refined and is known as the Villebois Village Master Plan; and

WHEREAS, the civil engineering firm for the Costa Pacific Communities team is Alpha Engineering, Inc (AEI), now Alpha Community Development (Alpha); and

WHEREAS, the City of Wilsonville and Costa Pacific Communities, acting in its capacity as the Master Planner, have cooperated on the development of a Rainwater Management Program for the Villebois Village as a sustainable element of its original proposal and with Alpha providing the initial civil engineering design services; and

WHEREAS, as part of the development and monitoring of the Rainwater Management Program, the City of Wilsonville and Costa Pacific Communities have proposed grant funding from the U.S. Environmental Protection Agency (EPA) using Alpha's services as the primary source of the local match under the provisions of 40 CFR31.24 authorizing same. A copy of the grant agreement is marked as Exhibit A, attached hereto and incorporated by reference herein; and

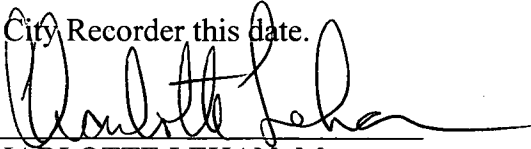
WHEREAS, the City of Wilsonville will be the recipient of the EPA grant funds and subsequently convey these funds to Costa Pacific Communities for the implementation of the project identified in the EPA Grant agreement; and

WHEREAS, the parties desire to enter into an Agreement for the administration of the grant agreement with the EPA.

NOW THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. Based on the above recitals, the Interim Community Development Director is authorized to execute on behalf of the City of Wilsonville the U.S. Environmental Protection Agency Grant Agreement, a copy of which is attached as Exhibit "A" and the Agreement with Costa Pacific Communities attached hereto as Exhibit "B", and incorporated as if fully set forth herein.
2. This resolution is effective upon adoption

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 19th day of December, 2005 and filed with the Wilsonville City Recorder this date.


CHARLOTTE LEHAN, Mayor

ATTEST:


Sandra C. King, MMC, City Recorder

SUMMARY OF VOTES:

Mayor Lehan	Yes
Councilor Kirk	Yes
Councilor Holt	Yes
Councilor Knapp	Yes
Councilor Ripple	Yes

Attachments:

- Exhibit A – U.S. Environmental Protection Agency Grant Agreement XP-960028-01-0
- Exhibit B – Agreement Between The City of Wilsonville and Costa Pacific Communities

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement	ASSISTANCE ID NO.			DATE OF AWARD <i>9/30/2005</i>
		PRG	DOC ID	AMEND#	
		XP -	96002801	- 0	
		TYPE OF ACTION New			
PAYMENT METHOD:				ACH#	
RECIPIENT TYPE: Municipal		Send Payment Request to: EPA Finance Unit, OMP-146 FAX # 206-553-6525			
RECIPIENT: City of Wilsonville 8445 SW Elligsen Road Wilsonville, OR 97070 EIN: 93-0580494		PAYEE: City of Wilsonville 8445 SW Elligsen Road Wilsonville, OR 97070			
PROJECT MANAGER Dave Waffle 8445 SW Elligsen Road Wilsonville, OR 97070 E-Mail: waffle@ci.wilsonville.or.us Phone: 503-682-4960		EPA PROJECT OFFICER Joel Salter 811 SW 6th Ave., 3rd Floor, OOO Portland, OR 97204 E-Mail: Salter.Joel@epamail.epa.gov Phone: 503-326-2653		EPA GRANT SPECIALIST Cathy Reese 1200 Sixth Ave., OMP-145 Seattle, WA 98101 E-Mail: Reese.Cathy@epa.gov Phone: 206-553-6286	
PROJECT TITLE AND DESCRIPTION Infrastructure Program This project is a subcomponent of a larger community development project. The goal of this project is to demonstrate and incorporate Low Impact Development (LID) and innovative site design to create systems that promote sustainability. The project has developed a Rainwater Management Program (RMP) that uses multi-functional building materials and surrounding landscapes to model natural hydrology in order to reduce the development's impact on the surrounding watershed.					
BUDGET PERIOD 10/01/2003 - 05/31/2007		PROJECT PERIOD 10/01/2003 - 05/31/2007		TOTAL BUDGET PERIOD COST \$355,900.00	TOTAL PROJECT PERIOD COST \$355,900.00
NOTE: The Agreement must be completed in duplicate and the Original returned to the appropriate Grants Management Office listed below, within 3 calendar weeks after receipt or within any extension of time as may be granted by EPA. Receipt of a written refusal or failure to return the properly executed document within the prescribed time, may result in the withdrawal of the offer by the Agency. Any change to the Agreement by the Recipient subsequent to the document being signed by the EPA Award Official, which the Award Official determines to materially alter the Agreement, shall void the Agreement.					
OFFER AND ACCEPTANCE					
The United States, acting by and through the U.S. Environmental Protection Agency (EPA), hereby offers Assistance/Amendment to the <u>City of Wilsonville</u> for <u>54.20</u> % of all approved costs incurred up to and not exceeding <u>\$192,900</u> for the support of approved budget period effort described in application (including all application modifications) cited in the Project Title and Description above, signed <u>03/04/2005</u> included herein by reference.					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS EPA Region 10 Mail Code: OMP-145 1200 Sixth Avenue Seattle, WA 98101			ORGANIZATION / ADDRESS U.S. EPA, Region 10 Office of Water and Watersheds 1200 Sixth Avenue Seattle, WA 98101		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
SIGNATURE OF AWARD OFFICIAL <i>[Signature]</i>		TYPED NAME AND TITLE Michael F. Gearheard, Director - Office of Water & Watersheds			DATE <i>9/30/2005</i>
This agreement is subject to applicable U.S. Environmental Protection Agency statutory provisions and assistance regulations. In accepting this award or amendment and any payments made pursuant thereto, (1) the undersigned represents that he is duly authorized to act on behalf of the recipient organization, and (2) the recipient agrees (a) that the award is subject to the applicable provisions of 40 CFR Chapter 1, Subchapter B and of the provisions of this agreement (and all attachments), and (b) that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by EPA to have been overpaid will be refunded or credited in full to EPA.					
BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION					
SIGNATURE <i>[Signature]</i>		TYPED NAME AND TITLE Dave Waffle, Community Development Director			DATE

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 192,900	\$ 192,900
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$ 163,000	\$ 163,000
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 355,900	\$ 355,900

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.606 - Surveys - Studies - Investigations and Special Purpose Grants	Consolidated Appropriations Act of 2004 (PL 108-199)	40 CFR PART 31

Fiscal									
Site Name	DCN	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
	MYG012	05	E4C	10M0GBF	202B51E	4183			192,900
									192,900

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$0
4. Equipment	\$30,000
5. Supplies	\$5,000
6. Contractual	\$308,900
7. Construction	\$0
8. Other	\$12,000
9. Total Direct Charges	\$355,900
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient <u>45.80</u> % Federal <u>54.20</u> %.)	\$355,900
12. Total Approved Assistance Amount	\$192,900
13. Program Income	\$0

Administrative Conditions

1. Cost Principles/Indirect Costs Not Included (All Organizations)

The cost principles of OMB Circular A-21 (Educational Institutions), A-87 (State, Local or Indian Tribal Governments), or A-122 (Non-Profit Organizations) are applicable, as appropriate, to this award. Since there are no indirect costs included in the assistance budget, they are not allowable under this Assistance Agreement.

2. Financial Status Reports (FSRs) - Yearly

The Financial Status Report (FSR), Standard Form 269A (or Standard Form 269 if program income is generated), for this award shall be submitted to the Grants Administration Unit, OMP-145, within 90 days after the end of the budget period. If the budget period is longer than one year, or if the agreement is revised to extend the budget period beyond one year, the recipient must submit an annual FSR within 90 days after the end of each anniversary of the agreement.

For agreements with multiple budget activities, separate FSRs must be provided for each of the activities, sites, or budgets, as applicable.

3. Audit Requirements

The recipient agrees to comply with the requirements of OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

4. Hotel and Motel Fire Safety Act

Effective October 1, 1994, the recipient agrees to ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds, complies with the Hotel and Motel Fire Safety Act of 1990.

5. Recycled Paper

ALL APPLICANTS:

In accordance with EPA Order 1000.25 and Executive Order 13101, *Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition*, the recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration. Please note that Section 901 of E.O. 13101, dated September 14, 1998, revoked E.O. 12873, *Federal Acquisition, Recycling, and Waste Prevention* in its entirety.

STATE AGENCIES AND POLITICAL SUBDIVISIONS:

Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

STATE AND LOCAL INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND NON-PROFIT ORGANIZATIONS:

Pursuant to 40 CFR 30.16, State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to EPA's guidelines.

6. Lobbying

ALL RECIPIENTS:

The recipient agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying*. The recipient

shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

PART 30 RECIPIENTS:

All contracts awarded by a recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix at Title 40 CFR Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, the recipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

7. Lobbying and Litigation

ALL RECIPIENTS:

Pursuant to EPA's annual Appropriations Act, the chief executive officer of this recipient agency shall require that no grant funds have been used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. As mandated by this Act, the recipient agrees to provide certification to the award official via EPA Form 5700-53, *Lobbying and Litigation Certificate*, within 90 days after the end of project period.

Recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States. Any Part 30 recipient shall abide by its respective OMB Circular (A-21 or A-122), which prohibits the use of Federal grant funds to participate in various forms of lobbying or other political activities.

8. Suspension and Debarment

Recipient shall fully comply with Subpart C of 40 CFR Part 32, entitled "Responsibilities of Participants Regarding Transactions." Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 40 CFR Part 32, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 40 CFR 32.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipient may access the Excluded Parties List System at <http://www.epis.gov>. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

9. Small and Disadvantaged Business Utilization Requirements (Non-SRF Recipients)

The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements:

(a) The recipient accepts the applicable FY2003 Minority Business Enterprise (MBE)/Womens' Business Enterprise (WBE) "fair share" goals/objectives negotiated with EPA by the Oregon Department of Environmental Quality as follows:

Supplies:	0.46% MBE	1.83% WBE
Services:	2.67% MBE	4.56% WBE
Equipment:	0.83% MBE	1.66% WBE

(b) The recipient agrees to ensure, to the fullest extent possible, that at least the applicable "fair share" objectives of Federal funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and Historically Black Colleges and Universities

(c) The recipient agrees to include in its bid documents the applicable "fair share" objectives and require all of its prime contractors to include in their bid documents for subcontracts the negotiated "fair share" percentages.

(d) The recipient agrees to follow the six affirmative steps or positive efforts stated in 40 CFR 30.44(b), 40 CFR 31.36(e), or 40 CFR 35.6580, as appropriate, and retain records documenting compliance.

(e) The recipient agrees to submit an EPA form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" as follows:

For grants awarded under 40 CFR Part 35, Subpart A (refer to the Regulatory Authority box shown in the middle of Page 2 of the Assistance Agreement/Amendment), reports are due annually by October 30 of each year (covers the Federal Fiscal Year October 1 - September 30).

For Assistance Agreements/Amendments with institutions of higher education, hospitals and other non-profit organizations awarded under the Regulatory Authority of 40 CFR Part 30, reports are due annually by October 30 of each year (covers the Federal Fiscal Year October 1 - September 30).

Grants awarded under any other Regulatory Authority are due Quarterly. These reports are due beginning with the Federal Fiscal Year quarter the recipient receives the award and continuing until the project period ends. These reports must be submitted within 30 days of the end of the Federal Fiscal Quarter (due dates are January 30, April 30, July 30, and October 30).

All reports must be submitted to the Grants Administration Unit, OMP-145, 1200 Sixth Avenue, Seattle, WA 98101. For further information, please contact Valerie Badon at (206) 553-1141, email: Badon.Valerie@epa.gov.

(f) If race and/or gender neutral efforts prove inadequate to achieve a "fair share" objective, the recipient agrees to notify EPA in advance of any race and/or gender conscious action it plans to take to more closely achieve the "fair share" objective.

EPA may take corrective action under 40 CFR Parts 30, 31, and 35, as appropriate, if the recipient fails to comply with these term and conditions.

10. Small Business in Rural Areas (SBRA)

If a contract is awarded under this assistance agreement, the recipient is also required to utilize the following affirmative steps:

(a) Place SBRA's on solicitation lists.

(b) Make sure that SBRA's are solicited whenever there are potential sources.

(c) Divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by SBRA's.

(d) Establish delivery schedules, where the requirements of work permit, which would encourage participation by SBRA's.

(e) Use the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate.

(f) Require the contractor to comply with the affirmative steps outlined above.

There is no formal reporting requirement for SBRA's at this time; it is recommended that the recipient keep records of SBRA participation.

11. Payment to Consultants

EPA participation in the salary rate (excluding overhead and travel) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for

Level IV of the Executive Schedule, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2005, the limit is \$537.84 per day (\$67.23 per hour). This rate does not include overhead or travel costs and the recipient may pay these in accordance with its normal travel practices.

Subagreements with firms for services which are awarded using the procurement requirements in 40 CFR Parts 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 30.27(b) or 40 CFR 31.36(j)(2), as applicable, for additional information.

NOTE: For future years' limits, the recipient may find the annual salary for Level IV of the Executive Schedule on the following Internet site: <http://www.opm.gov/oca>. Select "Salary and Wages", and select "Executive Schedule". The annual salary is divided by 2087 hours to determine the maximum hourly rate, which is then multiplied by 8 to determine the maximum daily rate.

12. Additional Recipient Contribution

The statutory requirement for recipient contribution is 45% of total project costs. However, in accordance with the application dated 3/4/2005, the recipient agrees to contribute an amount greater than the statutory requirement. Reduction to this amount must be negotiated with the EPA Project Officer.

13. Executive Order 13202 Preservation of Open Competition

The assistance recipient agrees to comply with Executive Order 13202 (Feb. 22, 2001, 66 Fed. Reg. 11225) of February 17, 2001, entitled "Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects," as amended by Executive Order 13208 (April 11, 2001, 66 Fed. Reg. 18717) of April 6, 2001, entitled "Amendment to Executive Order 13202, Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects."

Programmatic Conditions

1. Payment Requests

Payments shall be made on a reimbursable basis. All reimbursable costs shall be documented, reasonable, necessary, and allocable to the project. The EPA grant is to fund 55% of the eligible costs and the grantee is to fund 45% of the eligible costs.

All payments shall be submitted to the U.S. EPA Region 10, Finance Unit, OMP-146, 1200 Sixth Ave., Seattle, WA 98101-1128 with a copy to the EPA Project Officer.

The first payment request which includes costs from the construction contractor for the project must be approved by the EPA Project Officer before payment is made. Supporting documentation (e.g., description of work, copy of invoice and canceled check) must accompany this initial payment request. If satisfactory, subsequent payment requests (up to the 95% grant amount) need not include supporting documentation, are to be forward to EPA Region 10 Finance Unit, and will not require the EPA Project Officer's approval. The grantee, however, agrees that its records will maintain the documentation required by Federal regulations to support all grant eligible costs.

Payments will not be made beyond 95% of the EPA grant until after: the city's certification of completion is received; final inspection is complete and deficiencies are corrected to EPA's satisfaction; contractor's and grantee's release forms are submitted to EPA.

2. Quality Assurance Requirements

Acceptable Quality Assurance documentation must be submitted to the EPA Project Officer within 30 days of the acceptance of this agreement or another date as negotiated with the EPA Project Officer. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of

environmental technology shall be initiated under this project until the EPA Project Officer, in concert with the EPA Quality Assurance Manager, has approved the quality assurance document. (See 40 CFR 30.54 or 31.45, as appropriate.) Additional information on these requirements can be found at the EPA Office of Grants and Debarment website: <http://www.epa.gov/ogd/qa.htm>.

3. NEPA Compliance

Project work will not be initiated until after the grantee has complied with the requirements of the National Environmental Policy Act (NEPA).

4. Contractors

Grant participation in contract costs are not authorized until the EPA Project Officer reviews the grantee's proposed procurement methods and approves the grantee's proposed award to contractors (e.g., professional services and construction contractor).

Davis Bacon wages are not required under this funding source.

5. Progress Reports

The grantee is to submit quarterly performance reports which contain the status of the project that is a comparison of the actual accomplishments to the objective established for the budget period. These reports will be due within 30 days of the reporting period which are on June 30, September 30, December 31, and March 31.

The grantee may elect to substitute quarterly reports with more frequent reporting (e.g., weekly contractor meeting minutes). The grantee shall obtain the EPA Project Officer's approval for such substitutions. (40 CFR 31.40).

In addition to the periodic performance reports, the recipient shall submit a final performance report, which is due 90 calendar days after the expiration or termination of the award. The report shall be submitted to the EPA Project Officer and may be provided electronically. The report shall generally contain the same information as in the periodic reports, but should cover the entire project period. After completion of the project, the EPA Project Officer may waive the requirement for a final performance report if the EPA Project Officer deems such a report is inappropriate or unnecessary.

6. Retention of Records And Audits

The grantee agrees to maintain all project records until all claims, litigation, audits or other actions have been concluded or for at least 3 three years, whichever period is later (41 CFR 31.42).

7. Pre-award Costs

Pre-award costs incurred more than 90 days prior to award require the approval of the EPA Award Official. Grant recipients incur pre-award costs at their own risks (i.e., EPA is under no obligation to reimburse such costs if for any reason the recipient does not receive an award or if the award is less than anticipated and inadequate to cover such costs).

8. Grant Closeout

The grantee will comply with the provisions of Subpart D, 40 CFR Part 31.

The grantee and subgrantee acknowledges that, in circumstances where the provisions of 40 CFR Part 31 are ambiguous, EPA will generally look for guidance to 40 CFR Part 33 and past determinations made pursuant to Part 33.

EXHIBIT B

AGREEMENT BETWEEN THE CITY OF WILSONVILLE AND COSTA PACIFIC COMMUNITIES

This agreement ("Agreement") is entered into by and between the City of Wilsonville, Oregon, a political subdivision of the State of Oregon (City) and Costa Pacific Communities (CPC), Master Planner for the Villebois Village.

RECITALS

- A. The City of Wilsonville and Costa Pacific Communities, acting in its capacity as the Master Planner, have cooperated on the development of a Rainwater Management Program for the Villebois Village.
- B. As part of the development and monitoring of the Rainwater Management Program, the City of Wilsonville and Costa Pacific Communities have obtained grant funding from the U.S. Environmental Protection Agency (EPA).
- C. The EPA Grant Agreement is described in Attachment A, and the Project Work Plan and Budget for the EPA Grant Agreement are described in Attachment B.

THEREFORE, the parties agree to the following:

AGREEMENT

1. Overview of Parties' Roles

A. Overview of Costa Pacific Communities' Role

In accordance with the approved Project Work Plan and Budget for the EPA Grant Agreement, CPC shall design, acquire, construct, install, equip, own and operate the Project. CPC shall be responsible for complying with all of the administrative and programmatic conditions of the EPA Grant Agreement.

B. Overview of City Role

City shall ensure compliance with the administrative and programmatic conditions of the EPA Grant Agreement. City will be responsible for submitting payment requests to EPA for work identified in the Project Work Plan and Budget.

2. Effective Date and Duration

This Agreement shall become effective upon City Council approval of Resolution No. . Unless earlier terminated or extended, this Agreement shall expire upon completion of the EPA Grant Agreement Project Period identified as May 31, 2007.

3. Project Management

A. Costa Pacific Communities

Costa Pacific Communities hereby appoints the person identified below to act as its Project Manager with regard to this Agreement:

Christina Skellenger
Project Specialist
Costa Pacific Communities

B. City

The City hereby appoints the person identified below to act as its Project Manager with regard to this Agreement:

Kerry Rappold
Natural Resources Program Manager
City of Wilsonville

4. Grant Distribution Terms

- a. Subject to the terms and conditions of the EPA Grant Agreement and in reliance upon CPC's approved Project Work Plan and Budget and certifications made by CPC in it, City agrees to submit payment requests to EPA not to exceed \$192,900.
- b. City will not be obligated to submit payment requests to EPA if CPC fails to fully comply with all administrative and programmatic conditions of the EPA Grant Agreement.
- c. The submittal of payment requests by the City to the EPA will be made upon receipt of reimbursable costs from CPC that are documented, reasonable, necessary and allocable to the project. Supporting documentation (e.g. description of work, copy of invoice and canceled check) must accompany the payment requests forwarded to the City. CPC agrees that its records will maintain the documentation required by Federal regulations to support all grant eligible costs.
- d. Requests for payments by the City will not be made beyond 95% of the EPA Grant Agreement until after: the City's certification of completion is submitted to EPA, final inspection is complete and deficiencies are corrected to EPA's satisfaction,

5. Quality Assurance Requirements

Acceptable Quality Assurance documentation shall be submitted to the EPA Project Officer within 30 days of the city's acceptance of the EPA Grant Agreement. CPC shall coordinate with the city to provide the documentation necessary to meet this requirement in a timely and acceptable manner.

6. Procurement and Contracting Procedures

CPC shall comply with all federally required contracting and procurement methods, including "fair share" goals and objectives negotiated with EPA by the Oregon Department of Environmental Quality.

7. Matching Non-Grant Resources

CPC has provided non-grant resources with a total value of \$163,000, which are available and committed to fulfilling the requirements of the EPA Grant Agreement. The non-grant resources include work previously completed by Alpha Community Development and work to be contracted by CPC. No financial or in-kind non-grant resources will be provided by the City for the project. CPC has complete responsibility for the allocation and commitment of matching non-grant resources for the project.

8. Financial Status Reports

CPC shall prepare annual Financial Status Reports (EPA Standard Form 269A) for the project. These reports shall be submitted to the City within 45 days after the end of each anniversary of the agreement. Separate Financial Status Reports shall be provided for each of the activities, sites, or budgets, as applicable.

9. MBE/WBE Utilization Reports

CPC shall prepare quarterly MBE/WBE utilization reports (EPA Form 5700-52A) for the project. These reports shall be submitted to the City within 45 days of the end of the Federal Fiscal Quarter which are on January 30, April 30, July 30, and October 30.

10. Progress Reports

- a. CPC shall submit quarterly performance reports to the City which contain the status of the project that is a comparison of the actual accomplishments to the objective established for the budget period. These reports will be due within 45 days of the reporting period which are on June 30, September 30, December 31, and March 31.
- b. CPC shall submit a final performance report to the City, which is due 45 calendar days after the expiration or termination of the Project Period. The report shall generally contain the same information as in the quarterly reports, but should cover the entire project period.

11. Retention of Records and Audits

CPC agrees to maintain all project records until all claims, litigation, audits or other actions have been concluded or for at least three (3) years, whichever period is later.

12. Indemnity/Hold Harmless

Each party agrees to indemnify and hold harmless the other, the other's officers, employees, agents and representatives from and against all claims, demands, penalties and causes of action of any kind or character, including the cost of defense thereof, including attorney fees, arising in favor of any person on account of personal injury, death, or damage to property and arising out of or resulting from the negligent or other legally culpable acts or omissions of the indemnitor, the indemnitor's employees, agents, and sub-contractors representatives.

13. Ownership of Work Product

Either party may use information developed during the performance of Tasks identified in the grant application for its own purposes, consistent with the statutory responsibilities required of each party, and may exchange information related to this project as deemed appropriate by the parties. Each party may publish results of research by mutual agreement.

14. Final Agreement/Binding Effect/Attorney Fees

This document contains all of the terms and conditions of the parties' agreement and supersedes all previous and contemporaneous agreements of understandings, whether oral or written. Any waiver or modification of the terms of this agreement must be in writing. This agreement shall be construed so that the singular shall include the plural and the plural shall include the singular. This agreement shall be binding upon the parties, their successors and assigns.

15. Severability/Survival

If any of the provisions contained in this agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired. Any provisions concerning the limitation of liability or indemnity shall survive the termination of this agreement for any cause.

16. Interpretation of Agreement

All provisions of this agreement have been negotiated at arms length. This agreement shall not be construed for or against either party by reason of the authorship or alleged authorship of any provision.


17. Termination

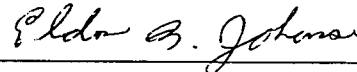
This agreement may be terminated by either party upon thirty (30) days written notice for any reason determined by the terminating party to be in the public interest. This agreement may also be terminated by either party at any time following the occurrence of a substantial

may also be terminated by either party at any time following the occurrence of a substantial breach by the non-terminating party, written notice of said breach within five (5) days of the receipt of notice of breach. All expenses incurred prior to termination which are subject to reimbursement shall be reimbursed prior to termination of the agreement.

COSTA PACIFIC COMMUNITIES

CITY OF WILSONVILLE

By: 
Doug Pease
Chief Financial Officer

By: 
Eldon Johansen
Interim Community Development Director

Date: 12/23/05

Date: 12/20/05

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement	ASSISTANCE ID NO.			DATE OF AWARD <i>9/30/2005</i>
		PRG	DOC ID	AMEND#	
		XP -	96002801	-	0
		TYPE OF ACTION New			
PAYMENT METHOD:				ACH#	
RECIPIENT TYPE: Municipal		Send Payment Request to: EPA Finance Unit, OMP-146 FAX # 206-553-6525			
RECIPIENT: City of Wilsonville 8445 SW Elligsen Road Wilsonville, OR 97070 EIN: 93-0580494		PAYEE: City of Wilsonville 8445 SW Elligsen Road Wilsonville, OR 97070			
PROJECT MANAGER Dave Waffle 8445 SW Elligsen Road Wilsonville, OR 97070 E-Mail: waffle@ci.wilsonville.or.us Phone: 503-682-4960		EPA PROJECT OFFICER Joel Salter 811 SW 6th Ave., 3rd Floor, OOO Portland, OR 97204 E-Mail: Salter.Joel@epamail.epa.gov Phone: 503-326-2653		EPA GRANT SPECIALIST Cathy Reese 1200 Sixth Ave., OMP-145 Seattle, WA 98101 E-Mail: Reese.Cathy@epa.gov Phone: 206-553-6286	
PROJECT TITLE AND DESCRIPTION Infrastructure Program This project is a subcomponent of a larger community development project. The goal of this project is to demonstrate and incorporate Low Impact Development (LID) and innovative site design to create systems that promote sustainability. The project has developed a Rainwater Management Program (RMP) that uses multi-functional building materials and surrounding landscapes to model natural hydrology in order to reduce the development's impact on the surrounding watershed.					
BUDGET PERIOD 10/01/2003 - 05/31/2007		PROJECT PERIOD 10/01/2003 - 05/31/2007		TOTAL BUDGET PERIOD COST \$355,900.00	
				TOTAL PROJECT PERIOD COST \$355,900.00	
NOTE: The Agreement must be completed in duplicate and the Original returned to the appropriate Grants Management Office listed below, within 3 calendar weeks after receipt or within any extension of time as may be granted by EPA. Receipt of a written refusal or failure to return the properly executed document within the prescribed time, may result in the withdrawal of the offer by the Agency. Any change to the Agreement by the Recipient subsequent to the document being signed by the EPA Award Official, which the Award Official determines to materially alter the Agreement, shall void the Agreement.					
OFFER AND ACCEPTANCE					
The United States, acting by and through the U.S. Environmental Protection Agency (EPA), hereby offers Assistance/Amendment to the <u>City of Wilsonville</u> for <u>54.20</u> % of all approved costs incurred up to and not exceeding <u>\$192,900</u> for the support of approved budget period effort described in application (including all application modifications) cited in the Project Title and Description above, signed <u>03/04/2005</u> included herein by reference.					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS EPA Region 10 Mail Code: OMP-145 1200 Sixth Avenue Seattle, WA 98101			ORGANIZATION / ADDRESS U.S. EPA, Region 10 Office of Water and Watersheds 1200 Sixth Avenue Seattle, WA 98101		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
SIGNATURE OF AWARD OFFICIAL <i>[Signature]</i>		TYPED NAME AND TITLE Michael F. Gearheard, Director - Office of Water & Watersheds		DATE <i>9/30/2005</i>	
This agreement is subject to applicable U.S. Environmental Protection Agency statutory provisions and assistance regulations. In accepting this award or amendment and any payments made pursuant thereto, (1) the undersigned represents that he is duly authorized to act on behalf of the recipient organization, and (2) the recipient agrees (a) that the award is subject to the applicable provisions of 40 CFR Chapter 1, Subchapter B and of the provisions of this agreement (and all attachments), and (b) that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by EPA to have been overpaid will be refunded or credited in full to EPA.					
BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION					
SIGNATURE <i>[Signature]</i>		TYPED NAME AND TITLE Dave Waffle, Community Development Director		DATE	

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 192,900	\$ 192,900
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$ 163,000	\$ 163,000
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 355,900	\$ 355,900

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.606 - Surveys - Studies - Investigations and Special Purpose Grants	Consolidated Appropriations Act of 2004 (PL 108-199)	40 CFR PART 31

Fiscal									
Site Name	DCN	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
	MYG012	05	E4C	10MOGBF	202B51E	4183			192,900
									192,900

XP - 96002801 -

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$0
4. Equipment	\$30,000
5. Supplies	\$5,000
6. Contractual	\$308,900
7. Construction	\$0
8. Other	\$12,000
9. Total Direct Charges	\$355,900
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient <u>45.80</u> % Federal <u>54.20</u> %.)	\$355,900
12. Total Approved Assistance Amount	\$192,900
13. Program Income	\$0

Administrative Conditions

1. Cost Principles/Indirect Costs Not Included (All Organizations)

The cost principles of OMB Circular A-21 (Educational Institutions), A-87 (State, Local or Indian Tribal Governments), or A-122 (Non-Profit Organizations) are applicable, as appropriate, to this award. Since there are no indirect costs included in the assistance budget, they are not allowable under this Assistance Agreement.

2. Financial Status Reports (FSRs) - Yearly

The Financial Status Report (FSR), Standard Form 269A (or Standard Form 269 if program income is generated), for this award shall be submitted to the Grants Administration Unit, OMP-145, within 90 days after the end of the budget period. If the budget period is longer than one year, or if the agreement is revised to extend the budget period beyond one year, the recipient must submit an annual FSR within 90 days after the end of each anniversary of the agreement.

For agreements with multiple budget activities, separate FSRs must be provided for each of the activities, sites, or budgets, as applicable.

3. Audit Requirements

The recipient agrees to comply with the requirements of OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

4. Hotel and Motel Fire Safety Act

Effective October 1, 1994, the recipient agrees to ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds, complies with the Hotel and Motel Fire Safety Act of 1990.

5. Recycled Paper

ALL APPLICANTS:

In accordance with EPA Order 1000.25 and Executive Order 13101, *Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition*, the recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration. Please note that Section 901 of E.O. 13101, dated September 14, 1998, revoked E.O. 12873, *Federal Acquisition, Recycling, and Waste Prevention* in its entirety.

STATE AGENCIES AND POLITICAL SUBDIVISIONS:

Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

STATE AND LOCAL INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND NON-PROFIT ORGANIZATIONS:

Pursuant to 40 CFR 30.16, State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to EPA's guidelines.

6. Lobbying

ALL RECIPIENTS:

The recipient agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying*. The recipient

shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

PART 30 RECIPIENTS:

All contracts awarded by a recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix at Title 40 CFR Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, the recipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

7. Lobbying and Litigation

ALL RECIPIENTS:

Pursuant to EPA's annual Appropriations Act, the chief executive officer of this recipient agency shall require that no grant funds have been used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. As mandated by this Act, the recipient agrees to provide certification to the award official via EPA Form 5700-53, *Lobbying and Litigation Certificate*, within 90 days after the end of project period.

Recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States. Any Part 30 recipient shall abide by its respective OMB Circular (A-21 or A-122), which prohibits the use of Federal grant funds to participate in various forms of lobbying or other political activities.

8. Suspension and Debarment

Recipient shall fully comply with Subpart C of 40 CFR Part 32, entitled "Responsibilities of Participants Regarding Transactions." Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 40 CFR Part 32, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 40 CFR 32.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipient may access the Excluded Parties List System at <http://www.epis.gov>. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

9. Small and Disadvantaged Business Utilization Requirements (Non-SRF Recipients)

The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements:

(a) The recipient accepts the applicable FY2003 Minority Business Enterprise (MBE)/Womens' Business Enterprise (WBE) "fair share" goals/objectives negotiated with EPA by the Oregon Department of Environmental Quality as follows:

Supplies:	0.46% MBE	1.83% WBE
Services:	2.67% MBE	4.56% WBE
Equipment:	0.83% MBE	1.66% WBE

(b) The recipient agrees to ensure, to the fullest extent possible, that at least the applicable "fair share" objectives of Federal funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and Historically Black Colleges and Universities

(c) The recipient agrees to include in its bid documents the applicable "fair share" objectives and require all of its prime contractors to include in their bid documents for subcontracts the negotiated "fair share" percentages.

(d) The recipient agrees to follow the six affirmative steps or positive efforts stated in 40 CFR 30.44(b), 40 CFR 31.36(e), or 40 CFR 35.6580, as appropriate, and retain records documenting compliance.

(e) The recipient agrees to submit an EPA form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" as follows:

For grants awarded under 40 CFR Part 35, Subpart A (refer to the Regulatory Authority box shown in the middle of Page 2 of the Assistance Agreement/Amendment), reports are due annually by October 30 of each year (covers the Federal Fiscal Year October 1 - September 30).

For Assistance Agreements/Amendments with institutions of higher education, hospitals and other non-profit organizations awarded under the Regulatory Authority of 40 CFR Part 30, reports are due annually by October 30 of each year (covers the Federal Fiscal Year October 1 - September 30).

Grants awarded under any other Regulatory Authority are due Quarterly. These reports are due beginning with the Federal Fiscal Year quarter the recipient receives the award and continuing until the project period ends. These reports must be submitted within 30 days of the end of the Federal Fiscal Quarter (due dates are January 30, April 30, July 30, and October 30).

All reports must be submitted to the Grants Administration Unit, OMP-145, 1200 Sixth Avenue, Seattle, WA 98101. For further information, please contact Valerie Badon at (206) 553-1141, email: Badon.Valerie@epa.gov.

(f) If race and/or gender neutral efforts prove inadequate to achieve a "fair share" objective, the recipient agrees to notify EPA in advance of any race and/or gender conscious action it plans to take to more closely achieve the "fair share" objective.

EPA may take corrective action under 40 CFR Parts 30, 31, and 35, as appropriate, if the recipient fails to comply with these term and conditions.

10. Small Business in Rural Areas (SBRA)

If a contract is awarded under this assistance agreement, the recipient is also required to utilize the following affirmative steps:

(a) Place SBRA on solicitation lists.

(b) Make sure that SBRA are solicited whenever there are potential sources.

(c) Divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by SBRA.

(d) Establish delivery schedules, where the requirements of work permit, which would encourage participation by SBRA.

(e) Use the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate.

(f) Require the contractor to comply with the affirmative steps outlined above.

There is no formal reporting requirement for SBRA at this time; it is recommended that the recipient keep records of SBRA participation.

11. Payment to Consultants

EPA participation in the salary rate (excluding overhead and travel) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for

Level IV of the Executive Schedule, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2005, the limit is \$537.84 per day (\$67.23 per hour). This rate does not include overhead or travel costs and the recipient may pay these in accordance with its normal travel practices.

Subagreements with firms for services which are awarded using the procurement requirements in 40 CFR Parts 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 30.27(b) or 40 CFR 31.36(j)(2), as applicable, for additional information.

NOTE: For future years' limits, the recipient may find the annual salary for Level IV of the Executive Schedule on the following Internet site: <http://www.opm.gov/oca>. Select "Salary and Wages", and select "Executive Schedule". The annual salary is divided by 2087 hours to determine the maximum hourly rate, which is then multiplied by 8 to determine the maximum daily rate.

12. Additional Recipient Contribution

The statutory requirement for recipient contribution is 45% of total project costs. However, in accordance with the application dated 3/4/2005, the recipient agrees to contribute an amount greater than the statutory requirement. Reduction to this amount must be negotiated with the EPA Project Officer.

13. Executive Order 13202 Preservation of Open Competition

The assistance recipient agrees to comply with Executive Order 13202 (Feb. 22, 2001, 66 Fed. Reg. 11225) of February 17, 2001, entitled "Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects," as amended by Executive Order 13208 (April 11, 2001, 66 Fed. Reg. 18717) of April 6, 2001, entitled "Amendment to Executive Order 13202, Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects."

Programmatic Conditions

1. Payment Requests

Payments shall be made on a reimbursable basis. All reimbursable costs shall be documented, reasonable, necessary, and allocable to the project. The EPA grant is to fund 55% of the eligible costs and the grantee is to fund 45% of the eligible costs.

All payments shall be submitted to the U.S. EPA Region 10, Finance Unit, OMP-146, 1200 Sixth Ave., Seattle, WA 98101-1128 with a copy to the EPA Project Officer.

The first payment request which includes costs from the construction contractor for the project must be approved by the EPA Project Officer before payment is made. Supporting documentation (e.g., description of work, copy of invoice and canceled check) must accompany this initial payment request. If satisfactory, subsequent payment requests (up to the 95% grant amount) need not include supporting documentation, are to be forward to EPA Region 10 Finance Unit, and will not require the EPA Project Officer's approval. The grantee, however, agrees that its records will maintain the documentation required by Federal regulations to support all grant eligible costs.

Payments will not be made beyond 95% of the EPA grant until after: the city's certification of completion is received; final inspection is complete and deficiencies are corrected to EPA's satisfaction; contractor's and grantee's release forms are submitted to EPA.

2. Quality Assurance Requirements

Acceptable Quality Assurance documentation must be submitted to the EPA Project Officer within 30 days of the acceptance of this agreement or another date as negotiated with the EPA Project Officer. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of

Environmental technology shall be initiated under this project until the EPA Project Officer, in concert with the EPA Quality Assurance Manager, has approved the quality assurance document. (See 40 CFR 30.54 or 31.45, as appropriate.) Additional information on these requirements can be found at the EPA Office of Grants and Debarment website: <http://www.epa.gov/ogd/qa.htm>.

3. NEPA Compliance

Project work will not be initiated until after the grantee has complied with the requirements of the National Environmental Policy Act (NEPA).

4. Contractors

Grant participation in contract costs are not authorized until the EPA Project Officer reviews the grantee's proposed procurement methods and approves the grantee's proposed award to contractors (e.g., professional services and construction contractor).

Davis Bacon wages are not required under this funding source.

5. Progress Reports

The grantee is to submit quarterly performance reports which contain the status of the project that is a comparison of the actual accomplishments to the objective established for the budget period. These reports will be due within 30 days of the reporting period which are on June 30, September 30, December 31, and March 31.

The grantee may elect to substitute quarterly reports with more frequent reporting (e.g., weekly contractor meeting minutes). The grantee shall obtain the EPA Project Officer's approval for such substitutions. (40 CFR 31.40).

In addition to the periodic performance reports, the recipient shall submit a final performance report, which is due 90 calendar days after the expiration or termination of the award. The report shall be submitted to the EPA Project Officer and may be provided electronically. The report shall generally contain the same information as in the periodic reports, but should cover the entire project period. After completion of the project, the EPA Project Officer may waive the requirement for a final performance report if the EPA Project Officer deems such a report is inappropriate or unnecessary.

6. Retention of Records And Audits

The grantee agrees to maintain all project records until all claims, litigation, audits or other actions have been concluded or for at least 3 three years, whichever period is later (41 CFR 31.42).

7. Pre-award Costs

Pre-award costs incurred more than 90 days prior to award require the approval of the EPA Award Official. Grant recipients incur pre-award costs at their own risks (i.e., EPA is under no obligation to reimburse such costs if for any reason the recipient does not receive an award or if the award is less than anticipated and inadequate to cover such costs).

8. Grant Closeout

The grantee will comply with the provisions of Subpart D, 40 CFR Part 31.

The grantee and subgrantee acknowledges that, in circumstances where the provisions of 40 CFR Part 31 are ambiguous, EPA will generally look for guidance to 40 CFR Part 33 and past determinations made pursuant to Part 33.

**CITY OF WILSONVILLE, OREGON – VILLEBOIS COMMUNITY
RAINWATER MANAGEMENT PROGRAM**

Attachment B

PROJECT WORK PLAN

Summary of Project

This Program covers the design, development, and monitoring of specific rainwater management components that combine innovative architecture and site design to model the natural hydrological processes of evaporation, infiltration, and detention. The components will detain and treat rainwater by combining progressive ideas and management practices from hydrology, engineering, and environmental science. The components proposed for this initial phase of the project include a greenroof, rainwater planters, and porous concrete, which will be integrated into structures already in existence on the site as part of the State's Dammasch Hospital complex. Monitoring and testing these components will generate data to drive the improvement of future rainwater component and an opportunity to disseminate information to the public on the effectiveness of LID stormwater practices in this region. This study will also provide useful information for determining facilities performance and effectiveness as part of the EPA National Stormwater Best Management Practices Database.

The Rainwater Management Program (RMP) has been developed through a partnership between the City of Wilsonville and Costa Pacific Communities. In collaboration, this four-phase Program has been devised to integrate innovative rainwater management techniques into Villebois, a 500-acre mixed-use community development being constructed in Wilsonville, Oregon. This project is proposed as the first three phases in development of the RMP. It incorporates Low Impact Development (LID) to preserve water quality and watershed health by managing rainfall at pre-Dammasch Hospital (pre-1958) levels for rainfall events that precipitate one-half inch or less. These half-inch storms have significant impact as they account for approximately 90% of all storms during a one-year period.

Please refer to the table below for an outline of the four phases, and the components of each.

Phase One	2003 - 2004	Develop Policies and Plans
Phase Two	2005	Establish Baseline Data and Testing Program, Education Materials, Preliminary Design
Phase Three	2005 - 2007	Monitor, Testing, and Analysis
Phase Four	2006+	Implement Rainwater Management Techniques

Combined, the first three phases will include the following components:

- The overall Rainwater Management Program for Villebois
- Rainwater Management Plans for specific areas within Villebois
- Estimate pre-development (1958) condition
- Testing, Monitoring, and Analysis of two green roofs panels, bio-retention cells, and porous concrete in the Village Center
- Design and development of other rainwater management components which will manage a large portion of the rainwater from the Village Center
- Rainwater Manual to inform future homeowners and the general public about our approach
- Kiosks with green roofs to display educational material on rainwater management

The last phase will include:

- Development and construction of Rainwater Management Techniques used to mitigate rainwater from the Village Center

**CITY OF WILSONVILLE, OREGON – VILLEBOIS COMMUNITY
RAINWATER MANAGEMENT PROGRAM**

I. Background

Villebois sits atop a watershed including several creeks that drain to the Willamette River providing unique stormwater management and monitoring opportunities. The long-term goal of the RMP is to contribute to the building of a sustainable community sensitive to the natural drainage/hydrological cycle to the benefit of the local and regional watershed. A rainwater management system will be incorporated throughout Villebois to minimize downstream degradation.

Funding from the EPA Appropriation Act Grant will be used to study and evaluate the effectiveness of the RMP components and to provide data for the National Stormwater BMP Database. The City of Wilsonville is requesting \$192,900 from the EPA. Costa Pacific Communities will provide \$163,000 in matching funds for this project.

The proposed budget for the Two Year Project Period is as follows:

Total project cost:	\$355,900
Federal funds:	\$192,900
Non-federal match:	\$163,000

II. Project Objectives

1. Develop goals and strategies for creating the Rainwater Management Program. (Complete)
2. Develop specific Rainwater Management Plans. (In progress)
3. Determine the existing hydrological conditions of the project area prior to construction of the hospital in 1958.
4. Develop and test the effectiveness of proposed RMP components including greenroofs, bio-retention cells, and porous concrete.
5. Complete pre-construction requirements for additional rainwater management components.
6. Create an educational guide to provide information on development of the RMP.
7. Establish partnerships with other institutions and jurisdictions in the testing and monitoring of the RMP components.
8. Establish the involvement of local schools in the development, testing, and monitoring of the RMP.

III. Work Plan Components

Component #1:

Develop rainwater management goal, plan, and strategies.

Estimated Timeline and Cost: Time Line: 10/03 to 10/05 Amount: \$136,900

Staffing and Schedule Assumptions:

1. Alpha Community Development has been contracted to produce the Program and Plans.

CITY OF WILSONVILLE, OREGON – VILLEBOIS COMMUNITY
RAINWATER MANAGEMENT PROGRAM

Task A. Develop a Rainwater Management Program.

Due Date: December 2003 (Complete)

Description: An outline of the goal, strategies, benefits, and projected outcome for the rainwater component of the Villebois Master Plan.

Deliverables: Rainwater Management Program

Task B. Develop Rainwater Management Plans.

Due Date: October 2005

Description: An outline of strategies and implementations for specific areas within Villebois. The Village Center and the Area South will be completed by the designated due date. Other area plans will be prepared as required prior to development. Dates will vary.

Deliverables: Rainwater Management Plans

Task C. Prepare EPA Appropriations Application.

Due Date: February 2005

Description: Complete required documentation to receive FY'04 Appropriation.

Deliverables: EPA Grant Application

Component #2:

Evaluate the effectiveness of the rainwater management components.

Estimated Timeline and Cost:

Time Line: 9/05 to 5/07

Amount: \$85,000

Staffing and Schedule Assumptions:

1. Testing, and Monitoring will begin 9/05 and continue through two rainy seasons.

Task A. Determine pre-development (1958) condition and collect baseline data to examine the project area's existing hydrologic response during storm events.

Due Date: September 2005

Description: To establish current condition, downstream monitoring stations will be set-up with weir structures sized for expected flows. Water levels over the weir will be measured with either an ultrasonic level detector or hydrostatic pressure sensor. Use centrally located weather station to measure rainfall to determine baseline response of the three watersheds to various storm events. Modeling of the site will be used to determine the pre-development (pre-1958) condition.

Deliverables: System construction and modeling data

Task B. Collect data during and after construction and the completion of the rainwater management components to examine hydrologic response.

Due Date: On-going reports for 2-years

Description: After a phase of construction, an additional monitoring station will be installed. The data collected at this station will be compared to pre-development data for analyzing the effectiveness of the rainwater management components.

Deliverables: Testing and monitoring data

Component #3:

Develop specific rainwater components.

Estimated Timeline and Cost:

Time Line: 2/05 to 9/05

Amount: \$112,000

Staffing and Schedule Assumptions:

1. Costa Pacific Communities will design and construct the components.

**CITY OF WILSONVILLE, OREGON – VILLEBOIS COMMUNITY
RAINWATER MANAGEMENT PROGRAM**

Task A. Construct Rainwater Planters (Bio-retention) for testing purposes.

Due Date: September 1, 2005

Description: Three sets of two rainwater management planters will be constructed for a total of six planters to be used for testing and monitoring. Each planter will have approximately 15 square feet of surface area and the same volume but construction and contact with native or engineered soils will vary. Two types of growing/filter media will be tested with each set to determine absorption and porosity of media, pollution removal and horticultural benefits.

Deliverables: System construction and testing and monitoring data

The first set of planters will be self contained and constructed of concrete with impermeable bottoms. The second set, will be constructed of concrete or wood with a 30 mil liner and have an open bottom. The third set of planters will be constructed in the ground with out any membrane. All planters or "cells" will have a perforated pipe at the bottom that is connected to the monitoring station for each planter. Runoff source will be from the existing hospital complex roof system.

Task B. Construct Ecoroof (Extensive Greenroof System) for testing purposes.

Due Date: September 1, 2005

Description: Two portable green roof panels will be installed on an existing building to be used for testing and monitoring. Each system will have the same substrate/profile except the drainage layer will vary. The two-greenroof panels will have the same vegetation, each totaling 500 square feet. The objective is to test the mediums ability to absorb water, support vegetation and help regulate roof top temperatures.

Deliverables: System construction and testing and monitoring data

**Task C. Using concrete and pavers construct porous surfaces for testing purposes.
(Portion of a street and/or parking area).**

Due Date: September 1, 2005

Description: Porous surfaces will be tested and monitored.

Deliverables: System construction and testing and monitoring data

Task D. Design and Develop additional rainwater components.

Due Date: September 1, 2005

Description: Complete engineering, landscaping, and permits and fees associated with building innovative rainwater components within Villebois. These will be designed in such a way as to manage a large portion of the rainwater from the Village Center.

Deliverables: Rainwater components that are ready for the construction phase

Component #4:

Educate the Public on rainwater management.

Estimated Timeline and Cost:

Time Line: 1/05 to 6/05

Amount: \$17,000

Staffing and Schedule Assumptions:

1. Facilities will be designed and constructed by Costa Pacific Communities.

**CITY OF WILSONVILLE, OREGON – VILLEBOIS COMMUNITY
RAINWATER MANAGEMENT PROGRAM**

Task A. Develop an educational rainwater management guide.

Due Date: June 1, 2005

Description: For the general public and future residents, create rainwater book that describes the concepts, benefits and the working aspects of rainwater management. Additionally, information will be distributed to inform people on what they as individual homeowners can do to manage rainwater in a more sustainable manner.

Deliverables: Publication

Task B. Construct Ecoroof Kiosks

Due Date: June 1, 2005

Description: Build three kiosks with living green roofs to exemplify the overall concept of the Rainwater Management Program. They will contain the rainwater manual and other information regarding the rainwater program. Utilizing these kiosks, a self-guided Walking Tour will be created through the natural spaces of Villebois. Collectively the Walking Tour, Manual, and Ecoroof Kiosks will reinforce the overarching sustainability and rainwater goals.

Deliverables: Educational Kiosks

Component #5:

Establish a partnership with institutions and jurisdictions.

Estimated Timeline and Cost:

Time Line: 4/05 to 9/05

Amount: \$5,000

Staffing and Schedule Assumptions:

1. We are developing a plan in which both faculty and students at Portland State University will participate in the development and implementation of this plan.

Task A. EPA Quality Assurance Project Plan

Due Date: September 1, 2005

Description: Required documentation of process for collecting scientific data. A detailed Plan that outlines specifically the what, where, when, who, and how for Testing and Monitoring. Will be completed by PSU before testing and monitoring begin.

Deliverables: Scientific data added to the EPA's database

IV. Joint Evaluation of Performance

The City, Costa Pacific Communities, and the EPA Project Officer will monitor the progress and prepare reports as needed. Update reports will be submitted every six months to the EPA Project Officer and will include information on our progress including milestones that have been reached and next steps, indication of project or personnel changes, and reimbursement requests, if any.

V. Quality Assurance

Costa Pacific Communities is developing a Quality Assurance Project Plan with Portland State University. The EPA will approve the Plan before testing and monitoring commences.

VI. Role & Responsibilities of EPA in Carrying Out Work Plan Commitments

The EPA project officer will monitor progress through a review of performance reports.

**CITY OF WILSONVILLE, OREGON – VILBOIS COMMUNITY
RAINWATER MANAGEMENT PROGRAM**

DETAILED BUDGET

I. Personnel

<u>Position/Title</u>	<u>Hourly Rate</u>	<u>Total Hours Allotted to Project</u>	<u>Amount</u>
Engineer, Landscape Architect, Technician, Project Manager	N/A	N/A	\$93,360
Environmental Consultant	\$12.00	1795	\$21,540
<u>Total Personnel</u>			<u>\$114,900</u>

II. Fringe Benefits

<u>Description</u>	<u>Amount</u>
Fringe benefits include 20% of base salary (Retirement, Health Care, Sick Leave, Life Insurance...)	\$22,000

III. Equipment

<u>Description</u>	<u>Amount</u>
Weather (Downstream) Station	\$10,000
Rainwater Monitoring Equipment (for Planters, Pavement, Ecoroof)	\$20,000
<u>Total Equipment</u>	<u>\$30,000</u>

IV. Supplies

<u>Description</u>	<u>Amount</u>
Office Supplies	\$2000
Field Supplies (Electrical Equipment)	\$3000
<u>Total Supplies</u>	<u>\$5,000</u>

CITY OF WILSONVILLE, OREGON – VILLAGE OF VILLOIS COMMUNITY
RAINWATER MANAGEMENT PROGRAM

V. Contractual

<u>Description</u>	<u>Amount</u>
Testing Facilities:	
Ecoroof	\$15,000
Six Planters	\$12,000
Porous Concrete (Quoted Estimate)	\$5,000
Rainwater Components:	
Engineering Cost	\$46,000
Landscaping Cost	\$23,000
Permits and Fees (Quoted Estimate)	\$11,000
Monitoring Facilities:	
Data Collection, Processing, Personnel (Quoted Estimate)	\$55,000
Walking Tour:	
Construction of Ecoroof Kiosks (Quoted Estimate)	\$5,000
<u>Total Contractual</u>	<u>\$172,000</u>

VI. Other

<u>Description</u>	<u>Amount</u>
Rainwater Booklet:	
Design, Production, Distribution	\$12,000
<u>Total Other</u>	<u>\$12,000</u>

Total Direct Costs \$355,900

Total Project Cost \$355,900

Budget Timeline

Personnel

▪ Engineer, Landscape Architect, Technician, Project Manager	\$93,360	Before 6/05
▪ Environmental Consultant	\$21,540	1/05-12/05*
▪ Fringe Benefits	\$22,000	Before 6/05

Equipment

▪ Weather Station	\$10,000	7/05-9/05
▪ Monitoring Equipment	\$20,000	7/05-9/05

Supplies

▪ Office	\$2,000	9/05-12/05
▪ Field	\$3,000	9/05-12/05

Contractual

▪ Testing Facilities (ecorooft, planters, concrete)	\$32,000	6/05-9/05
▪ Rainwater Components (engineering, landscaping, fees)	\$80,000	1/05-12/05*
▪ Monitoring Facilities	\$55,000	6/05-9/05
▪ Walking Tour	\$5,000	6/05

Other

▪ Rainwater Booklet	\$12,000	4/05-12/05
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Total **\$355,900**

Estimated Time Frame Summary

▪ Before 6/05	\$168,680
▪ 6/05-9/05	\$152,610
▪ 9/05-12/05	<u>+\$34,610</u>
	\$355,900

* Prorated as an estimate to fit into the Estimated Time Frame Summary above.