

CONTRIBUTED FUNDS AGREEMENT
No. R22MA10-716
BETWEEN
CITY OF CHENEY
AND
BUREAU OF RECLAMATION
COLUMBIA-PACIFIC NORTHWEST REGION
for the
City of Cheney Purple Pipe Project

- I. **This Contributed Funds Agreement (CFA)** for the City of Cheney Purple Pipe Project (Project) is entered into by the CITY OF CHENEY (hereinafter referred to as the City), and the BUREAU OF RECLAMATION, COLUMBIA-PACIFIC NORTHWEST REGION (hereinafter referred to as Reclamation).

- II. **Purpose.** Section 1501.2(d) of 40 CFR requires federal agencies to take steps toward ensuring that private parties and state and local entities initiate environmental studies as soon as federal involvement in their proposals can be foreseen. The city is anticipating applying for federal financial assistance in the future to cover costs associated with construction of the Project. Therefore, the purpose of this CFA is to provide funding for Reclamation to assist the City with activities necessary to complete compliance with the National Environmental Policy Act (NEPA), Section 7 of the Endangered Species Act of 1973, and the National Historic Preservation Act.

- III. **Authority.** Reclamation’s authority for the acceptance of non-federal funds identified in this agreement is through the statutory authority of the Sundry Civil Expenses Appropriations Act for 1922, 41 Stat. 1367, 1404 (43 U.S.C. §395), popularly referred to as the Contributed Funds Act, which provides that: “All moneys [received after March 4, 1921] from any State, municipality, corporation, association, firm, district, or individual for investigations, surveys, construction work, or any other development work incident thereto, involving operations similar to those provided for the reclamation law shall be covered into the reclamation fund and shall be available for expenditure for the purposes for which contributed in like manner as if said sums had been specifically appropriated for said purposes.”

- IV. **Scope.** The funds provided by the City under this CFA will be utilized by Reclamation to perform activities necessary to complete compliance with NEPA, section 7 of the Endangered Species Act, and to consult with the Washington Department of Archaeology and Historic Preservation. The tasks to be performed are listed in Attachment 1 and Attachment 2.

- V. **Responsibilities.** The City will provide Reclamation with funds from a non-Federal source, in the amount identified in section VI, to perform the work identified in section IV. These funds will be transferred to Reclamation and deposited within a special account. The City shall remit all payments within 30 days of receipt of the Bill for Collection to Reclamation’s lockbox at:

DOI – BOR – Region: Columbia Pacific NW
PO Box 6200-25
Portland, OR 97228-6200

Upon request, Reclamation will provide the City with a statement accounting for expenditures associated with this CFA. The City will provide an updated cultural resource report to Reclamation, if needed.

- VI. Funding.** The estimated total cost for the work to be performed under this CFA is **\$45,889.00**. A cost estimate is provided in attachment 2 for the current scope of work. This amount may be increased by modification as identified in section IX.
- VII. Advancement of Funds.** In accordance with Anti-Deficiency Act (31 U.S.C. 1341 *et seq.*), funds must be provided to Reclamation in advance of activities performed by Reclamation personnel. The City shall advance to Reclamation funds identified in section VI.
- VIII. Period of Performance.** This CFA shall remain in full force and effect for a period commencing from the date executed by the City and Reclamation as identified in section XIII, and extending to, but not exceeding **December 2022**. This date may be extended by modification as identified in section IX.
- IX. Modification and Termination.** This CFA may be modified or terminated, in writing, by mutual agreement of the City and Reclamation.
- X. Unused Funds.** In the event that any funds advanced to Reclamation by the City are not required to complete the work identified in section IV, such excess funds shall be returned by Reclamation to the City without interest, within 90 days of: completion of the work defined in section IV; expiration of this CFA as identified in section VIII; or, termination of this CFA as identified in section IX.
- XI. Mutual Agreement and Understanding.** It is mutually agreed and understood by and between the City and Reclamation that funds provided by the City under this CFA will count toward the overall non-Federal contribution for the City’s project, should Federal funds become available. **Completion of work by Reclamation does not constitute any guarantee of Federal Funds from any Financial Assistance Opportunity**
- XII. Contacts.**

Bureau of Reclamation
Scott Hoefler
Environmental Services Manager
Columbia-Pacific Northwest Region
1150 Curtis Rd, Boise, ID 83706
Office: 208-378-5059

City of Cheney

Todd Ableman
Director of Public Works
112 Anderson Road
Cheney, WA 99004
Office: 509-498-9293

XIII. Signature Parties.

IN WITNESS WHEREOF, the Parties have executed this CFA on the date and the year written below.

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
COLUMBIA-PACIFIC NORTHWEST REGION

By: _____
Scott Hoefler, Environmental Services Manager

Date: _____

CITY OF CHENEY

By: _____
Mayor
Date: _____

By: _____
City Clerk
Date: _____

By: _____
Public Works Director
Date: _____

Attachment 1 Reclamation Tasks

- Reclamation will request information and any pertinent correspondence or documentation for products from City of Cheney's contractor as Reclamation vets and satisfies its requirements for Section 7 of the Endangered Species Act of 1973 and Section 106 of the National Historic Preservation Act of 1996, as amended, or other resources or activities as necessary.
- Reclamation is responsible for the scope and content of the Draft and Final EAs. Reclamation's Field office or Area Office Manager will have technical oversight of preparation of the Draft and Final EAs in accordance with procedures contained in 40 C.F.R. § 1506.S(a) and (b).
- Reclamation assumes that the information provided in the current draft NEPA document and current Reclamation approved feasibility study is accurate and any changes to design or engineering made by City of Cheney's contractor will be communicated to Reclamation. Sufficiently large changes will require re-initiation of the Title XVI feasibility study review process and may impact delivery of a final environmental compliance document.
- Reclamation will designate and convene an Interdisciplinary Team ("ID Team") of Reclamation staff to conduct the environmental analysis. The cost estimate provided in this CFA assumes that pertinent information has been provided to make a sufficiently accurate cost estimate, but if new information is discovered or if Reclamation requires additional information, the final NEPA costs may increase, and additional funds will need to be provided via CFA.
- Reclamation is required to publicly post its FONSI per procedures contained in 40 C.F.R. § 1506.6 (a) (1). Reclamation will work with City of Cheney or its contractor to post the FONSI on a public facing webpage, hosted either by the City or by Reclamation.



Attachment 2

Bureau of Reclamation, Columbia Pacific Northwest Regional Office
Cheney Purple Pipe EA Administrative Costs Estimation

Proponent: City of Cheney, Washington

Date: 02.17.2022

Development: Bergin Parks, Natural Resource Specialist

Administrative costs associated with the City of Cheney Water Reuse “Purple Pipe” Project: Reclamation Staff will review multiple resource impact determinations of the **Environmental Assessment** developed and produced by Cheney’s Contractor to ensure NEPA sufficiency. The resulting 508 compliant Final EA and associated consultation documentation, inclusive of Reclamation’s feedback, will be provided to the City of Cheney as a record that environmental compliance has been completed. **Note:** Changes in scope impacting task totals below would result in the development of a new cost fund agreement.

Assumptions:

- Reclamation will receive one complete draft document for review, rather than in sections.
- Reclamation to provide two rounds (team draft and administrative draft) of edits / feedback to contractor using a comment tracker tool (format to be provided by Reclamation).
- Reclamation assumes up to three 1-hour phone calls for schedule development and logistics, assume these calls will occur with Allison Esvelt and one Contractor Representative.
- Reclamation assumes Allison Esvelt is the intermediary between Reclamation and the Contractor, and that communication with the contractor will be conducted in her presence or at her direction. Reclamation assumes deliverables are to be submitted to Allison Esvelt, rather than to the Contractor.
- All required Federal, State, Tribal and local permits associated with the action to be obtained by the project proponent.
- Reclamation assumes documentation of ESA Section 7 consultation, NHPA section 106 consultation, and Public Scoping efforts will be provided as appendices to the EA for review (in Microsoft Word documents). Review of the EA and all appendices will constitute complete NEPA review.
- Reclamation to develop and complete the FONSI according to the schedule developed with Alison Esvelt and Contractor Representative (associated costs non-reimbursable).

Phase / Task Description	Cost
NEPA Lead Tasks	\$ 9,478.00
Environmental Assessment Team Draft Review – all associated tasks	\$ 19,836.50
Environmental Assessment Administrative Draft review – all associated tasks	\$ 6,519.50
FONSI Development – all associated tasks	\$ 6,750.00
ESA and NHPA consultation – all associated tasks	\$ 3,305.00
Total	\$45, 889.00

TOTAL ESTIMATED ADMINISTRATIVE COSTS \$45,889.00