



INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Committee**
 FROM: **Hari Ponnekanti, Interim Public Works Director**
 BY: **Mike Perfetti, Habitat Project Manager**
 CC: **Mayor Ekberg**
 DATE: **October 16, 2020**
 SUBJECT: **Surface Water Fund – King County CWM Grant Acceptance for Three Projects**
Gilliam Creek Fish Barrier Removal, Project No. 99830105
Green the Green, Project No. 91641202
Riverton Creek Flap Gate Removal, Project No. 99830103

ISSUE

Authorize the Mayor to sign a grant agreement with King County.

BACKGROUND

King County Cooperative Watershed Management (CWM) funds are distributed annually to each of the three WRIAs within King County via commitments to high priority projects or through competitive grant programs.

DISCUSSION

On three separate occasions in 2020, staff applied for Cooperative Watershed Management (CWM) grant funds for City habitat restoration projects.

1. Gilliam Creek Fish Barrier Removal Project - Staff applied for and received \$100,000 WRIA 9 allocated CWM funds to help support the initial design phase of this high priority project. Other grant application efforts for this project have not been successful to date. The scope is not yet determined.
2. Green the Green - Staff applied for and received \$50,000 *Re-green the Green* grant funds to fund two years of maintenance of the JSH and Harnish sites. This is the third funding of its kind for this project.
3. Riverton Creek Flapgate Removal Project - Staff applied for and received \$50,000 *Re-green the Green* grant funds to fund Phase 2 planting restoration, already underway.

FISCAL IMPACT

Project	Award	2017 SRF/PSAR match	2019 KC CWM match	City 2020/21/22 CIP match
Gilliam Creek	\$100,000.00			\$61,000.00
Green the Green	50,000.00			20,000.00
Riverton Creek	50,000.00	\$103,432.00	\$14,000.00	6,786.83
Total	\$200,000.00	\$103,432.00	\$14,000.00	\$87,786.83

RECOMMENDATION

Council is being asked to authorize the Mayor to execute the King County Cooperative Watershed Management grant contract in the amount of \$200,000 for the following three CIP projects: Gilliam Creek Fish Barrier Removal Project, Green the Green and the Riverton Creek Flap Gate Removal Project and consider this item on the Consent Agenda at the November 2, 2020 Regular Meeting.

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

PROJECT: Gilliam Creek Fish Barrier Removal Project No. 99830105

DESCRIPTION: Construct fish passage improvements at existing flap gate and restore salmonid habitat; replace flap gate which may include a self-regulating tide gate or flood wall.

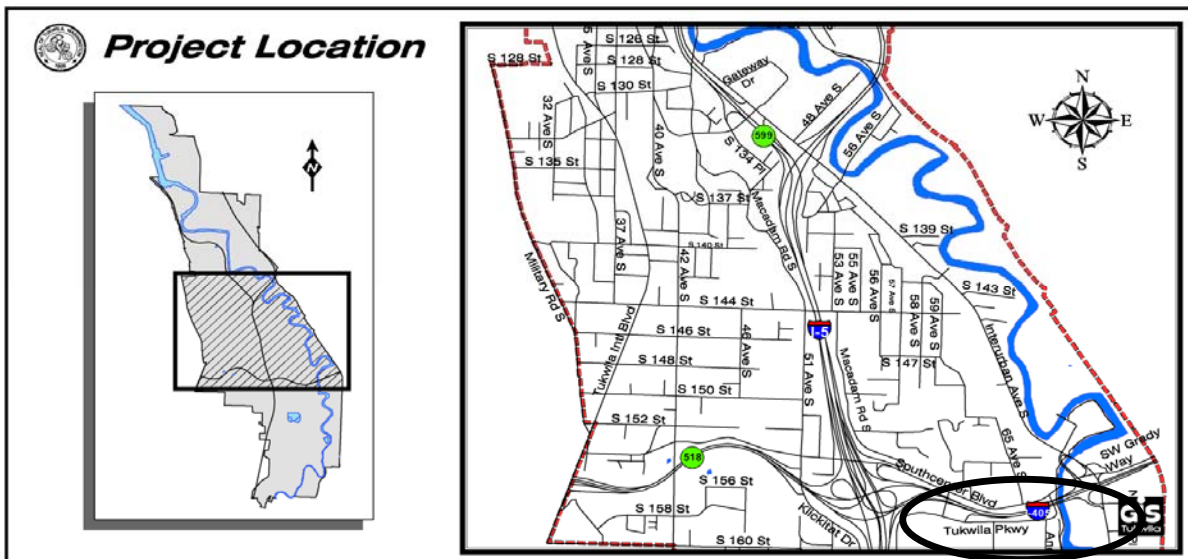
JUSTIFICATION: Enable fish access to lower Gilliam Creek under wider range of flow conditions; fish barrier per WDFW and City; WRIA 9 salmon habitat project.

STATUS: Analysis of lower Gilliam Creek is being conducted in 2018 to determine the best solution for fish passage and to address potential flooding.

MAINT. IMPACT: Likely a shift in maintenance commitments with potential elimination of flapgate maintenance.

COMMENT: In 2020, SRFB listed as Project of Concern, WRIA pulling funding from this cycle; BA Fish Barrier Board - scored 63 of 94; outcomes yet to be determined; \$100K allocated in CWM via WRIA 9.

FINANCIAL (in \$000's)	Through		Estimated							BEYOND	TOTAL
	2019	2020	2021	2022	2023	2024	2025	2026			
EXPENSES											
Design	60		936	536	405						1,937
Land (R/W)											0
Monitoring											0
Const. Mgmt.						752	400				1,152
Construction						5,200	2,000				7,200
TOTAL EXPENSES	60	0	936	536	405	5,952	2,400	0	0		10,289
FUND SOURCES											
Awarded Grant											0
Proposed Grant			708	350	258	4,760	1,000				7,076
Mitigation Actual											0
Mitigation Expected											0
City Oper. Revenue	60	0	228	186	147	1,192	1,400	0	0		3,213
TOTAL SOURCES	60	0	936	536	405	5,952	2,400	0	0		10,289



CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

PROJECT: Green the Green Program

Project No. 91641202

DESCRIPTION: Interdepartmental effort to provide trees along the Green River and its tributaries in order to provide shade and cooler water temperatures to threatened salmon and steelhead.

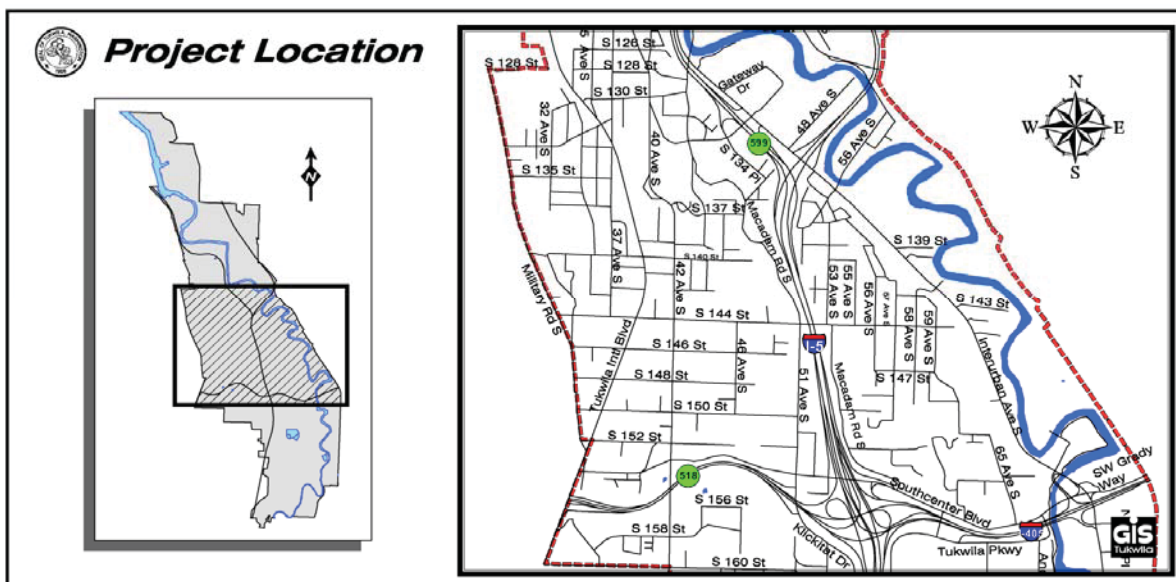
JUSTIFICATION: WRIA 9 has identified warm water temperatures as an impediment to salmon recovery, and has also started a funding program called, "ReGreen the Green" which aims to support revegetation projects along the river.

STATUS: CIP utilized for restoration at NC Machinery & Southcenter Plaza. Planting completed and maintenance began in 2020. Other opportunities are being identified in a collaborative effort between Public Works and DCD.

MAINT. IMPACT: Expected to increase maintenance.

COMMENT: Grant funding ongoing. Funding to date has come from WRIA9, King Co., and the Rose Foundation.

FINANCIAL (in \$000's)	Through		Estimated							
	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND	TOTAL
EXPENSES										
Design	30	5	20	5	20	5	20	5	30	140
Land (R/W)			5		5				3	5
Monitoring		10	20	20	30	30	20	45	45	220
Const. Mgmt.	2	7		20		20		20	20	89
Construction	45	136		100		100		100	100	581
TOTAL EXPENSES	77	158	45	145	55	155	40	173	200	1,048
FUND SOURCES										
Awarded Grants KC	19	113								132
Proposed Grants				50		50		50	50	200
Rose Foundation	13	12								25
Mitigation Expected										0
City Oper. Revenue	45	33	45	95	55	105	40	123	150	691
TOTAL SOURCES	77	158	45	145	55	155	40	173	200	1,048



CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

PROJECT: Riverton Creek Flap Gate Removal

Project No. 99830103

DESCRIPTION: Remove two culverts and flap gates that confluence with the Duwamish River; daylight creek, install trail bridge over creek, habitat improvements and planting for 1,200 lineal feet of creek, inc 1/4 acre backwater wetland habitat and 400 ft of river; associated structural improvements for TIB roadway and adjacent commercial property.

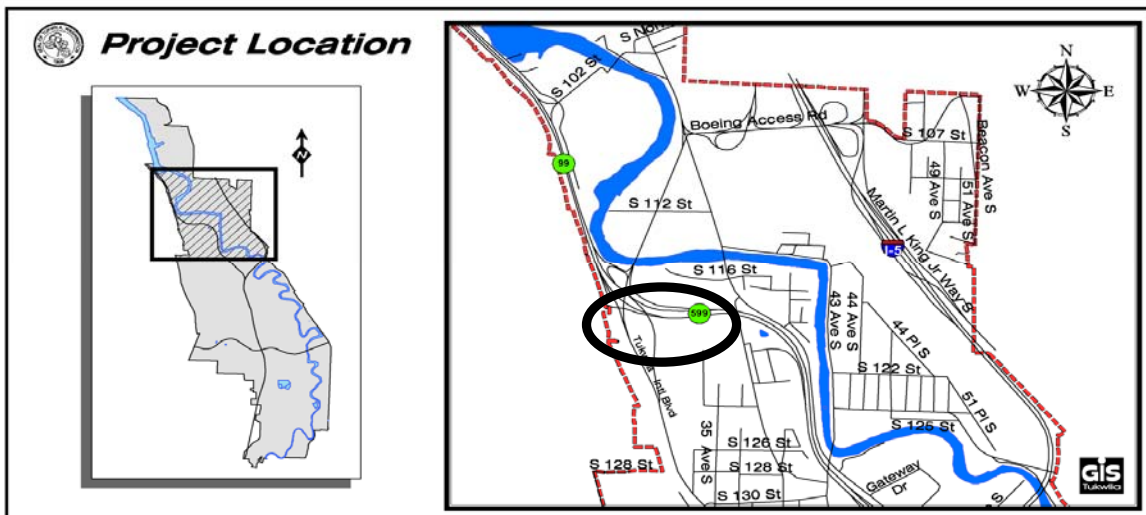
JUSTIFICATION: Increase available salmonid rearing habitat and increase flood refuge in lower Duwamish River. Improve fish access to Riverton Creek and enhance salmon rearing and resting area.

STATUS: Project construction began in 2020.

MAINT. IMPACT: Expected to increase maintenance.

COMMENT: Construction funding from the State RCO Salmon Recovery Funding Board, King County Cooperative Watershed Management, King County Opportunity Funds, the WRIA 9 Re-green the Green Program and City Surface Water Funds.

FINANCIAL (in \$000's)	Through		Estimated								TOTAL
	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND		
EXPENSES											
Design	391										391
Land (R/W)											0
Monitoring			25								25
Const. Mgmt.		200	5								205
Construction		1,654	25								1,679
TOTAL EXPENSES	391	1,854	55	0	0	0	0	0	0	0	2,300
FUND SOURCES											
Awarded Grant RCO	116	781									897
King County Grant		240	50								290
People for Puget S	30										30
Mitigation Expected											0
Utility Revenue	245	833	5	0	0	0	0	0	0	0	1,083
TOTAL SOURCES	391	1,854	55	0	0	0	0	0	0	0	2,300



**AGREEMENT FOR AWARD OF
COOPERATIVE WATERSHED MANAGEMENT GRANT FUNDS
BETWEEN THE CITY OF TUKWILA AND KING COUNTY**

This Agreement is made between King County, a municipal corporation, and the City of Tukwila (“Recipient”), for the purposes set forth herein. This Agreement shall be in effect from the date of execution to **December 31, 2023**.

Primary Contact for King County: Kim Harper, Grant Administrator, 206-477-6079,
Kim.harper@kingcounty.gov.

Primary Contact for Recipient: Mike Perfetti, Habitat Project Manager, 206-433-7192,
Mike.perfetti@tukwilawa.gov.

SECTION 1. RECITALS

- 1.1 Whereas, the King County Flood Control District (“District”) is a quasi-municipal corporation of the State of Washington, authorized to provide funding for cooperative watershed management arrangements and actions for purposes of water quality, water resource, and habitat protection and management;
- 1.2 Whereas King County is the service provider to the District under the terms of an interlocal agreement (“ILA”) by and between King County and the District, dated February 17, 2009, as amended, and as service provider implements the District's annual work program and budget;
- 1.3 Whereas, the Board of Supervisors of the District (the “Board”), the District’s governing body, passed Resolution FCD 2019-13 on November 6, 2019, authorizing the King County executive or his designee to develop and administer a grant award program of up to \$4,810,172 in 2020 for water quality, water resources and habitat restoration and management projects and activities in King County, provided that the project list is approved by the Board;
- 1.4 Whereas, the Board passed Resolution FCD 2020-05 on March 10, 2020, authorizing up to an additional \$4,810,172 for the grant award program in 2020, for a total of up to \$9,620,344 to be used for water quality, water resources and habitat restoration and management projects and activities in King County, provided that the project list is approved by the Board;
- 1.5 Whereas, in accordance with Resolution FCD2012-07.2 and in its capacity as service provider to the District, King County has established a grant award program, called the Cooperative Watershed Management Award Program, to fund water quality, water resources and habitat restoration and management projects and activities;
- 1.6 Whereas, the Recipient submitted applications to its respective WRIA forum or

committee for the Projects, as described in Exhibit A attached hereto and incorporated herein by this reference, and that body has recommended the Projects for funding under the Cooperative Watershed Management Grant Program in accordance with King County's Cooperative Watershed Management Grant Program Policies and Procedures, a copy of which has been furnished by King County to the Recipient and which are incorporated herein by this reference ("Grant Policies and Procedures");

- 1.7 Whereas the District's Board of Supervisors has received a list of proposed projects that includes the Projects, and the Board of Supervisors has approved the Projects, in Resolution FCD2020-15, for funding up to the amount of **\$200,000** as follows: \$100,000 for the Project titled "Gilliam Creek Fish Barrier Removal", \$50,000 for the Project titled "Riverton Creek Flapgate Removal", and \$50,000 for the Project titled "Tukwila's Green the Green Shoreline Revegetation Phase 3";
- 1.8 Whereas King County has received Scopes of Work and Budgets for the Projects from the Recipient and has determined that the Scopes of Work, attached hereto and incorporated herein as Exhibit B-1, B-2 and B-3, collectively referred to as "Scopes of Work", and the Budgets, attached hereto and incorporated herein as Exhibit C ("Budget Summary"), are consistent with the Grant Policies and Procedures;
- 1.9 Whereas, King County and the Recipient desire to enter into this Agreement for the purpose of establishing the terms and conditions under which King County will provide funding from the District in accordance with the Policies and Procedures, and the Recipient will implement the Projects.

SECTION 2. AGREEMENT

- 2.1. The Recitals are an integral part of this Agreement and are incorporated herein by this reference.
- 2.2. King County agrees to award the Recipient an award in the total amount of **\$200,000** from District funds (the Award). The Award shall be used by the Recipient solely for the performance of the Projects. King County shall pay the Recipient in accordance with the Grant Policies and Procedures.
- 2.3. The Recipient represents and warrants that it will only use the Award for the Scopes of Work of this Agreement and in accordance with the Project Budgets. The Recipient shall be required to refund to King County that portion of the Award which is used for work or tasks not included in the Scope of Work. Further, the Recipient agrees that King County may retain any portion of the Award that is not expended or remains after completion of the Scopes of Work and issuance of the Final Reports, as further described below.
- 2.4. Activities carried out for these Projects and expenses incurred by the Recipient may predate the execution date of this Agreement provided that 1) they have been identified by Recipient as being within the scopes of numbers 2) and 3) below, and have been approved by King County as being within such scopes; 2) The activities are specified in

the Scopes of Work of this Agreement; 3) the expenses are incurred in carrying out the Scopes of Work and are authorized by the Award as identified in the Budgets of this Agreement; 4) such activities and expenses otherwise comply with all other terms of this Agreement; and 5) such activities and expenses do not occur prior to the date the grants were approved by the District and reimbursements shall be paid to the Recipient only after this Agreement has been fully executed.

- 2.5. The Recipient shall invoice King County for incurred expenses for each project separately using the Request for Payment form and Progress Report form for those documented and allowable expenses identified in the Budgets and according to the rules set forth in the Grant Policies and Procedures. Blank forms shall be provided to the Recipient by King County upon execution of this Agreement. Progress reports for each project (with or without requests for payment) shall be made no less frequently than every six months after the effective date of this Agreement nor more frequently than every three months after the aforementioned date. A Progress Report form shall be submitted with all payment requests. A one-time advance may be allowed, in the discretion of King County, for expenses anticipated to be incurred in the three months following the date of submission of the advance Request for Payment only for work that is included in the Scopes of Work of this Agreement, and identified as such in the Request for Payment. Documentation of payments made from advances shall be submitted to King County prior to any further requests for payment.
- 2.6. The Recipient shall be required to submit to King County a final report for each Project which documents the Recipient's completion of the work in conformance with the terms of this Agreement within thirty (30) days after the completion of the work. The final reports may be submitted on the Close-out Report form unless more detailed final reports are specified in the scopes of work. A blank Close-out Report form shall be provided to the Recipient by King County upon execution of this Agreement. Each final report shall include a summary of each Project's successes and shall address the watershed benefits accomplished by the work.
- 2.7. The Recipient's expenditures of Award funds shall be separately identified in the Recipient's accounting records. If requested, the Recipient shall comply with other reasonable requests made by King County with respect to the manner in which Project expenditures are tracked and accounted for in the Recipient's accounting books and records. The Recipient shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles as further described in Section 2.8 below, and to meet the requirements of all applicable state and federal laws.
- 2.8. The Recipient shall be required to track project expenses using the Budget Accounting and Reporting System for the State of Washington ("BARS") or Generally Accepted Accounting Principles set forth by the Financial Accounting Standards Board or by the Governmental Accounting Standards Board.
- 2.9. King County or its representative, and the District or its representative shall have the right from time to time, at reasonable intervals, to audit the Recipient's books and records

in order to verify compliance with the terms of this Agreement. The Recipient shall cooperate with King County and the District in any such audit.

- 2.10. The Recipient shall retain all accounting records and project files relating to this Agreement in accordance with criteria established by the Washington State Archivist Local Government Common Records Retention Schedule (CORE) as revised.
- 2.11. The Recipient shall ensure that all work performed by its employees, agents, contractors or subcontractors is performed in a manner which protects and safeguards the environment and natural resources and which is in compliance with local, state and federal laws and regulations. The Recipient shall implement an appropriate monitoring system or program to ensure compliance with this provision.
- 2.12. The Recipient agrees to indemnify, defend and hold harmless King County, and the District, their elected or appointed officials, employees and agents, from all claims, alleged liability, damages, losses to or death of person or damage to property arising out of any acts or omissions of the Recipient, its employees, agents, contractors or subcontractors in performing its obligations under the terms of this Agreement.
- 2.13. The Recipient agrees to acknowledge the District as a source of funding, and the WRIA as a funding partner, for the Projects on all printed, online, and electronic documents; signage or press releases; audio-visual materials; or any other materials produced in association with the Projects. Grant recipients shall submit documentation of acknowledgement activities with their final reporting documents.

SECTION 3. GENERAL PROVISIONS

- 3.1. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- 3.2. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No prior or contemporaneous representation, inducement, promise or agreement between or among the parties which relate to the subject matter hereof which are not embodied in this Agreement shall be of any force or effect.
- 3.3. No amendment to this Agreement shall be binding on any of the parties unless such amendment is in writing and is executed by the parties. The parties contemplate that this Agreement may from time to time be modified by written amendment which shall be executed by duly authorized representatives of the parties and attached to this Agreement.
- 3.4. Each party warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he/she has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.

- 3.5. The Projects shall be completed by no later than **December 31, 2023**. In the event that the Projects are not completed by this date, King County has the discretion, but not the obligation to terminate this Agreement and retain any unexpended Award funds.
- 3.6. This Agreement may be signed in multiple counterparts.
- 3.7. If any provision of this Agreement shall be wholly or partially invalid or unenforceable under applicable law, such provision will be ineffective to that extent only, without in any way affecting the remaining parts or provision of this Agreement, and the remaining provisions of this Agreement shall continue to be in effect.
- 3.8. The amount of the Award has been fully funded by the District. To the extent that funding of the Award requires future appropriations by the King County Council, King County's obligations are contingent upon the appropriation of sufficient funds by the King County Council to complete the Scope of Work. If no such appropriation is made, this Agreement will terminate at the close of the appropriation year for which the last appropriation that provides funds under this Agreement was made.

KING COUNTY:

RECIPIENT:

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT A: Project Descriptions

WRIA	PROJECT	RECIPIENT	DESCRIPTION	MATCH	AWARD
9	Gilliam Creek Fish Barrier Removal	City of Tukwila	Create fish passage between Gilliam Creek and the Green River in Tukwila. Gilliam Creek is mostly inaccessible to aquatic species due to the presence of a 1960s-era 108"-diameter flapgate at the outlet of a 207-foot long culvert beneath 66th Ave. S. The project will remove the flapgate.	\$61,000	\$100,000
9	Riverton Creek Flapgate Removal		Complete the revegetation portion of the larger project that will improve habitat conditions along the lower 1,200 lineal feet of Riverton Creek and along the adjacent Duwamish River segment to the east by restoring fish access between the creek and the Duwamish River and providing off-channel rearing habitat for five species of anadromous salmon and trout.	\$124,219	\$50,000
9	Tukwila's Green the Green Shoreline Revegetation Phase 3		Provide two years of maintenance for two in-progress restoration sites along the Green River in Tukwila.	\$20,000	\$50,000
TOTALS				\$205,219	\$200,000

Project Locations:

Project No. 1: The project is located on the Green River at the confluence with Gilliam Creek in the highly developed Southcenter area of Tukwila. The project will improve the following habitats; mainstem edge, confluence and tributary. Within the Green-Duwamish watershed, this project is located within the lower Green River, upstream of the salt wedge, but still tidally influenced.

Project No. 2: The site is across the river from the Duwamish Gardens and Chinook Wind habitat restoration projects, and adjacent to the SR 599 off ramp to Tukwila International Boulevard. It is located at Duwamish River Mile 6.5, left bank.

Project No. 3: Both project sites are within the Lower Green River sub-watershed, which is within the WRIA 9 planning and action area. The JSH property is located along the left bank of the Green River at RM 11.5 in Tukwila. The Harnish Group (NC Machinery) property is located along the left bank of the Green River at RM 13.6 in Tukwila.

EXHIBIT B-1: Scope of Work for Gilliam Creek Fish Barrier Removal

Task Title	Task Description (Include Activities and Deliverables)	Estimated Percent of Total Budget	Month/Year Task will be Completed
Task 1: Project Administration (Required)	Submit reimbursement request forms, backup documentation for billing, and progress reports at least every 6 months. Submit a Fiscal Closeout form and a Closeout Report form with the final reimbursement request.	1%	October 2023
Task 2:	Site survey and investigations	12%	April 2021
Task 3:	Concept Design	5%	July 2021
Task 4:	Preliminary Design/30%	12%	October 2021
Task 5:	60% Design	15%	March 2022
Task 6:	90% Design	20%	August 2022
Task 7:	Stakeholder Coordination	10%	August 2023
Task 8:	Permit Applications and Coordination	15%	August 2023
Task 9:	Final Design	10%	October 2023

EXHIBIT B-2: Scope of Work for Riverton Creek Flapgate Removal

Task Title	Task Description (Include Activities and Deliverables)	Estimated Percent of Total Budget	Month/Year Task will be Completed
Task 1: Project Administration (Required)	Submit reimbursement request forms, backup documentation for billing, and progress reports at least every 6 months. Submit a Fiscal Closeout form and a Closeout Report form with the final reimbursement request.	5%	March 2022
Task 2:	Planting Restoration: The Contractor will install native riparian plants along 1,200 lineal feet of Riverton Creek and 400 lineal feet of the Duwamish River. Restoration includes the removal of invasive plants, plant maintenance and regrowth control for 1 year.	95%	March 2022

EXHIBIT B-3: Scope of Work for Tukwila’s Green the Green Shoreline Revegetation Phase 3

Task Title	Task Description (Include Activities and Deliverables)	Estimated Percent of Total Budget	Month/Year Task will be Completed
Task 1: Project Administration (Required)	Submit reimbursement request forms, backup documentation for billing, and progress reports at least every 6 months. Submit a Fiscal Closeout form and a Closeout Report form with the final reimbursement request.	5%	May 2023
Task 2:	Watering and weeding for 2 years: a contractor will weed and water the 2 restoration sites for 2 years.	95%	May 2023

EXHIBIT C: Budget Summary

Budget Item	Grant Award Amount			Totals
	Gilliam Creek Fish Barrier Removal	Riverton Creek Flapgate Removal	Tukwila's Green the Green Shoreline Revegetation Phase 3	
Staffing	\$543	\$1,494	\$1,793	\$3,830
Project Supplies		\$15,734	\$6,852	\$22,586
Commercial Services	\$99,457	\$32,772	\$41,355	\$173,584
Total	\$100,000	\$50,000	\$50,000	\$200,000