

INFORMATIONAL MEMORANDUM

- TO: Transportation and Infrastructure Services Committee
- FROM: Hari Ponnekanti, Public Works Director/ City Engineer
- BY: Catrien de Boer, Grant Analyst
- CC: Mayor Thomas McLeod

DATE: February 23, 2024

SUBJECT: <u>Nelsen Salmon Habitat Side Channel and "Green the Green" Phase 4</u> Project No. 91641203 and Project No. 91641202 King County Cooperative Watershed Management Grant Agreement

ISSUE

Accept a King County Cooperative Watershed Management (CWM) 2023 grant award for \$240,000. The first \$200,000 of the award is for the Nelsen Salmon Habitat Side Channel and \$40,000 is for Tukwila's "Green the Green" Shoreline Revegetation Phase 4.

BACKGROUND

In March 2023, the City applied to the CWM Grant Program requesting money for two City habitat restoration projects. The money allocated to the Nelsen project will be used to offset the costs for survey, site analysis, stakeholder coordination, design, and permitting of the site. When complete, this project will create about one acre of rare off-channel reading habitat and restore another acre of riparian forest.

The money allocated to the "Green the Green" Shoreline Revegetation Phase 4 will be used to fund two years of maintenance for two in-progress restoration sites along the Green River. The restoration sites are considered critical need areas in the County's Riparian Aspects Map, requiring maintenance.

DISCUSSION

The City of Tukwila was notified on October 31st, 2023, that we received the full grant award for \$240,000 for these projects. The grant contract has been approved by the City Attorney and outlines the scope of work and budget for each project. By approving the award, staff can proceed with acquiring the Mayor's signature and execute this contract.

FINANCIAL IMPACT

The City has been awarded \$240,000 from the CWM program. No local match is required.

Nelsen Salmon Habitat Side Channel	\$200,000
"Green the Green" Shoreline Revegetation Phase 4	\$40,000
Total Grant Award	\$240,000

RECOMMENDATION

Council is being asked to accept a Cooperative Watershed Management program grant award for the Nelsen and "Green the Green" projects in the amount of \$240,000 and consider this item on the Consent Agenda at the March 4, 2024 Regular Council Meeting.

Attachment: 2023-2028 CIP Pg. 80 and Pg. 83 2023 CWM Grant Agreement Nelsen Parcel Map Green the Green Phase 4 Site Locations

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2023 to 2028

Project No. 91641202

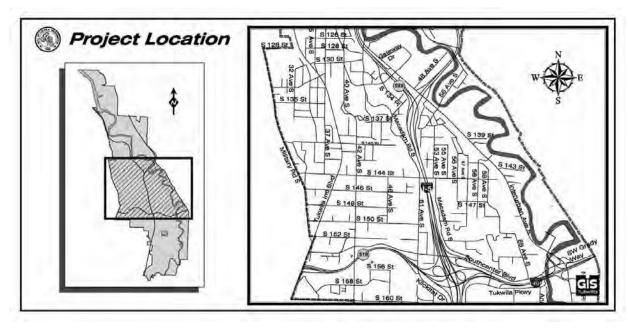
PROJECT: Green the Green Program This program supports revegetation efforts along watercourses within the City with main goal of providing habitat and reducing water temperatures. Funding may be utilized for costs related to planting or maintenance and DESCRIPTION: include City and partner projects that contribute to the goals.

WRIA 9 has identified warm water temperatures as an impediment to salmon recovery, and has also started JUSTIFICATION: a funding program called, "ReGreen the Green" which aims to support revegetation projects along the river. Pilot project at NC Machinery & Southcenter Plaza completed and in ongoing maintenance. Funds maintenance STATUS: of recently completed surface water CIP projects meeting program goals. Other opportunities are being identified in a collaborative interdepartmental effort.

Expected to increase maintenance. MAINT. IMPACT:

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

FINANCIAL	Through	Estimated								
(in \$000's)	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Design	35		20	5	20	5	20	5	30	140
Land (R/W)			5		5			3	5	18
Monitoring & Maint.	10	8	160	50	80	30	60	60	45	503
Const. Mgmt.	9			25	0	25		20	20	99
Construction	181			100		100		100	100	581
TOTAL EXPENSES	235	8	185	180	105	160	80	188	200	1,341
FUND SOURCES										
Awarded Grants KC	172	8	29							209
Proposed Grants			40	50	50	50	50	50	50	340
Rose Foundation	25									25
Mitigation Expected										0
Utility Revenue	38	0	116	130	55	110	30	138	150	767
TOTAL SOURCES	235	8	185	180	105	160	80	188	200	1,341



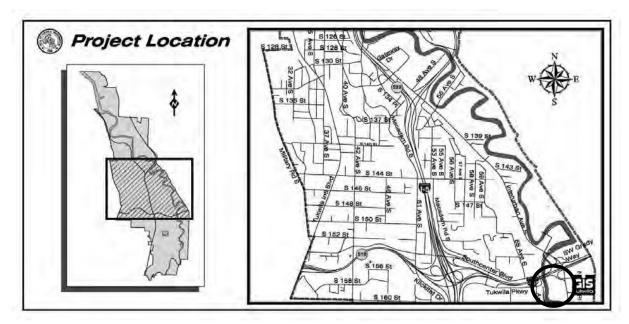
CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2023 to 2028

PROJECT:	Nelsen Salmon Habitat Side Channel	Project No. 91641203
DESCRIPTION:	Create an off-channel salmon rearing habitat side channel by connecting a sec channel with the Green River.	gment of historic river
JUSTIFICATION:	WRIA 9 has identified this project a proposed action in the Salmon Habitat Pla	in.
STATUS:	The project area is primarily within State lands, but the intent is to transfer to C under an aquatic lease (DNR), depending on timing. Grant application for design in 2020 with a low probability of success.	
MAINT. IMPACT:	Expected to increase maintenance	
COMMENT:	Property acquisition to the north could create the opportunity for a side channe	0 <i>i</i>

potentially combine this with Gilliam Creek Fish Barrier project depending on funding source feedback.

FINANCIAL **Through Estimated** (in \$000's) BEYOND TOTAL **EXPENSES** Design Land (R/W) Monitoring Const. Mgmt. Construction 1,440 1,440 **TOTAL EXPENSES** 1,825 2,780 FUND SOURCES Awarded Grant 1,232 1,632 Proposed Grant Mitigation Actual Mitigation Expected **Utility Revenue** TOTAL SOURCES 1,825 2,780



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") (collectively referred to as the "parties" and in the singular "party"), for the purposes set forth herein. This Agreement shall be in effect from the date of execution to **December 31, 2025**.

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

Primary Contact for Recipient: Joshua Hopkins, Surface Water Project Manager, 206-431-2456, Joshua.hopkins@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, 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;
- 1.4 Whereas, the Board of Supervisors of the District (the "Board"), the District's governing body, passed Resolution FCD 2022-13 on November 8,2022, authorizing the King County executive or his designee to develop and administer a grant award program of up to \$10,737,696 in 2023 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, on September 12, 2023, the Board passed Resolution FCD 2023-07, which approved the projects described in Attachment A to that Resolution;
- 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 Board approved funding of Recipient's applications for the projects ("Projects"), as described in Attachment A to Resolution FCD 2023-07 in the amount of \$240,000 ("Award");
- 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 Exhibits B-1 through B-2 ("Scopes of Work"), and the Budgets, attached hereto and incorporated herein as Exhibit C ("Budgets"), are consistent with the Grant Policies and Procedures; and
- 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 Resolution FCD 2023-07 and the Grant Policies and Procedures, and under which the Recipient will implement the Project.

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 pay the Award amount to the Recipient in the total amount of \$240,000 from District funds. The Award shall be used by the Recipient solely for the performance of the Projects, as described in Exhibit A to this Agreement. King County shall pay the Recipient in accordance with the terms of 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 Scopes 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 Report, 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 Budget of this

Agreement; 4) such activities and expenses otherwise comply with all other terms of this Agreement; 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 using the Request for Payment form and Progress Report form, or online equivalents to these forms upon the County's implementation of an online reporting database, for those documented and allowable expenses identified in the Budgets and according to the rules set forth in the Grant Policies and Procedures. Requests for payment must be made separately for each Project addressed in this agreement. 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. Progress Report forms and backup documentation of claimed expenses shall be submitted with all payment requests. A one-time advance may be allowed for each grant, 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. The amount of the advance may not exceed 25% of the total budget amount for each grant. 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 grant award 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 report may be submitted on the Close-out Report form, or online equivalent to this form upon the County's implementation of an online reporting database. The final report shall include a summary of the 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. If Recipient is purchasing real property interests with Award funds, Recipient agrees to include restrictive language provided by the County in the instrument transferring the real property interest specifying that the real property interest shall be used in perpetuity for purposes consistent RCW 86.15.035.
- 2.13. The Recipient agrees to indemnify, defend and hold harmless King County, and the District, their elected or appointed officials, employees and agents, from all suits, claims, alleged liability, actions, losses, costs, expenses (including reasonable attorney's fees), penalties, settlements and damages of whatsoever kind or nature arising out of, in connection with, or incident to any acts or omissions of the Recipient, its employees, agents, contractors, or subcontractors in performing its obligations under the terms of this Agreement, except to the extent of the County's or the District's sole negligence.

The Recipient's obligations under this provision shall include, but not be limited to, the duty to promptly accept tender of defense and provide defense to the County and the District with legal counsel acceptable to the County and the District at Recipient's own expense. Recipient, by mutual negotiation, hereby waives, as respects the County and the District only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event it is necessary for the County or the District to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable from Recipient. The provisions of this section shall survive the expiration, abandonment, or termination of this Agreement.

2.14. 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 Project. Grant Recipient 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. The Recipient shall not assign this Agreement to a third party.
- 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. Unless otherwise specified in the Agreement, all notices or documentation required or provided pursuant to this Agreement shall be in electronic form and shall be deemed duly given when received at the addresses set forth below via electronic mail and transmittal is demonstrated by an electronic delivery receipt or similar confirmation.

King County	Recipient
Kim Harper	Joshua Hopkins
Grant Administrator	Surface Water Project Manager
King County WLRD	City of Tukwila
kim.harper@kingcounty.gov	Joshua.hopkins@tukwilawa.gov

Either party hereto may, at any time, by giving ten (10) days written notice to the other party to designate any other address in substitution of the foregoing address to which such notice or communication shall be given.

- 3.5. 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.
- 3.6. The Projects shall be completed by no later than **December 31, 2025**. 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.
- 3.7. The Agreement will be terminated if the Recipient is unable or unwilling to expend the Awards as specified in Section 2.2 and Exhibits B and C. In the event of termination

under this section, the County shall be released from any obligation to fund the Projects and Recipient shall forfeit all rights to the unexpended portion of the Award.

- 3.8. If the County determines that a breach of contract has occurred or does not approve of the Recipient's performance, it will give the Recipient written notification of unacceptable performance. Recipient will then take corrective action within a reasonable period of time, as may be defined by King County in its sole discretion in its written notification to Recipient. King County may withhold any payment owed Recipient until the County is satisfied that corrective action has been taken or completed.
- 3.9. Waiver of breach of any provision in this Agreement shall not be deemed to be a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent defaults.
- 3.10. KCC chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this Agreement. In its performance under this Agreement the Recipient shall not discriminate against any person on the basis of race, color, age, gender, marital status, sexual orientation, gender identity or expression, religion, ancestry, national origin, disability or use of a service or assistive animal by an individual with a disability, unless based upon a bona fide occupational qualification, and the Recipient shall not violate any of the terms of chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulation regarding nondiscrimination in employment.
- 3.11. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partial political activity or to further the election or defeat of any candidate for public office.
- 3.12. This Agreement may be signed in multiple counterparts.
- 3.13. 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.
- 3.14. This Agreement shall be governed by and construed according to the laws of the State of Washington. Actions pertaining to this Agreement will be brought in King County Superior Court, King County, Washington.
- 3.15. The amount of the Awards has been fully funded by the District. To the extent that funding of the Awards requires future appropriations by the District or the King County Council, King County's obligations are contingent upon the appropriation of sufficient funds by the District or the King County Council to complete the Scopes 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.

This document has been approved as to form by the King County Prosecuting Attorney's Office as of March 1, 2023.

KING COUNTY:

RECIPIENT:

By	By
Name	Name
Title	Title
Date	Date

WRIA	Project	Recipient	Description	Leverage	Award
9	Nelsen Salmon Habitat Side Channel	City of Tukwila	Perform acquisition, survey, site analysis, stakeholder coordination, design and permitting. This will create about one acre of rare off-channel rearing habitat and restore another acre of riparian forest by setting back a levee and reconnecting the river with its historic channel as part of the watershed- wide effort to recover threatened Chinook salmon and to benefit other aquatic species.	\$800,000	\$200,000
9	Tukwila's "Green the Green" Shoreline Revegetation Phase 4		Provide two years of maintenance for two in- progress restoration sites along the Green River in Tukwila. Together, the restoration sites are shown as a combination of "critical", "high" and "medium" need areas in the Riparian Aspects Map.	\$10,000	\$40,000
			TOTALS	810,000	\$240,000

EXHIBIT A: PROJECT DESCRIPTION

Project Locations:

Project No. 1: River mile 12.5 – 12.6 on the right bank of the Green River in Tukwila, WA.

Project No. 2: Restoration sites along the Green River in Tukwila, WA.

EXHIBIT B-1 :	SCOPE OF WORK F	FOR NELSEN SALM	ION HABITAT SIDE C	`HANNFI

Activity Title	Activity Description	Deliverables	Estimated Percent of Grant Budget	Month/Year Task will be Completed
Administration (Required)	forms, backup documentation for billing, and progress reports at least every 6 months.	Billing reimbursements, progress reports, and final closeout documentation.	1%	December 2025
Task 2: Acquisition	Acquisition of the Nelsen Family Trust parcel	Deed	49.5%	December 2024
Design and Design	Develop basis of Design: physical and biological surveying; Geotech; hydraulic and hydrologic modeling; Cultural Resources; and site analysis. Develop design alternatives.	cultural, and	49.5%	June 2024

EXHIBIT B-2: SCOPE OF WORK

Activity Title	Activity Description	Deliverables	Estimated Percent of Grant 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.		2%	December 2025
Task 2: Project Management	Coordination between City, Contractor and landowners, including reporting.		3%	December 2025
Task 3: Invasive Weed Control	Mechanical and chemical control of plants for two years		50%	October 2025
Task 4: Plant Maintenance	Watering plants for 2 years; soil amendments, mulch.	Closeout Report with photos of planted areas	20%	October 2025
Task 5: Adaptive Management	Adaptive Management planting		15%	December 2025
Task 6: Outreach	Reach out to property owners seeking collaborative restoration partnerships.		10%	December 2025

EXHIBIT C: BUDGET

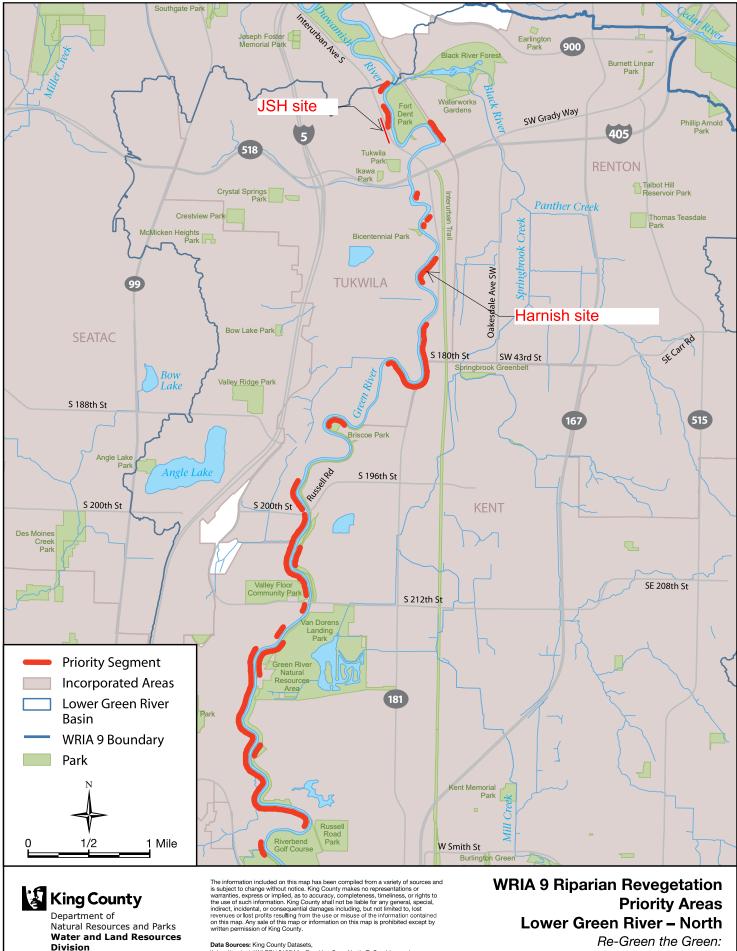
	Grant Award Amount				
Budget Item	Nelsen Salmon Habitat Side Channel	Tukwila's "Green the Green" Shoreline Revegetation Phase 4	Totals		
Staffing	\$1,688	\$1,793	\$3,481		
Project Supplies		\$6,852	\$6,852		
Commercial Services & Crew Time	\$99,350	\$31,355	\$130,705		
Real Estate-Related Costs	\$98,962		\$98,962		
Total	\$200,000	\$40,000	\$240,000		



City of Tukwila

City of Tukwila, King County, City of Renton, County of King, Bureau of Lanc

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