



## **INFORMATIONAL MEMORANDUM**

**TO: Transportation and Infrastructure Services Committee**  
**FROM: Pete Mayer, Deputy City Administrator/ Interim Public Works Director**  
**BY: Catrien de Boer, Public Works Analyst**  
**CC: Mayor McLeod**  
**DATE: November 22, 2024**  
**SUBJECT: Accept a King County Flood Control District 2024 Flood Reduction Grant Award**  
**Gilliam Creek Erosion Repair**  
**Project No. 82541202**

### **ISSUE**

Accept a King County Flood Control District (FCD) 2024 Flood Reduction Grant for Gilliam Creek Erosion Repair in the amount of \$479,631.

### **BACKGROUND**

In June 2024, City staff submitted an application to the FCD 2024 Flood Reduction grant program to fund design, permitting, and construction for the Gilliam Creek Erosion Repair project. The goal of this project is to stabilize the streambank upstream of the culvert inlet so it can handle repeated, intense urban flooding. In the short term, the main goal is to prevent flooding and protect nearby property by reinforcing the streambanks near the culvert. This temporary protection will be in place until the City can create a lasting solution that supports fish passage, debris flow, and habitat improvement.

### **DISCUSSION**

On October 8, 2024, City staff were notified that we received full funding in the amount of \$479,631 for our project. The proposed work will include survey, design, permitting, and construction. Tukwila's consultants Otak and Landau Associates assessed the scour in the summer of 2023 and developed a conceptual repair plan to prevent further erosion which was included in our application. The repair includes placing rock foundations and armoring the slopes with large rock. The Washington Department of Fish and Wildlife (WDFW) and Muckleshoot Indian Tribe (MIT) have been notified of the erosion and the City's intent to apply for permits for in-water work to stabilize the slopes.

### **FISCAL IMPACT**

The City has been awarded \$479,631 for design, permitting, and construction of the Gilliam Creek Erosion Repair project. There is no local city match associated with this grant.

### **RECOMMENDATION**

Council is being asked to accept a 2024 Flood Reduction Grant and consider this item under Unfinished Business on the December 2, 2024 Meeting.

**AGREEMENT FOR AWARD OF  
FLOOD REDUCTION 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, 2027**.

Project Contacts:

Contact for King County: Kim Harper, Grant Administrator, 206-477-6079,  
[Kim.harper@kingcounty.gov](mailto:Kim.harper@kingcounty.gov).

Contact for Recipient: Catrien de Boer, Public Works Analyst, 206-482-9199,  
[catrien.deboer@tukwilawa.gov](mailto:catrien.deboer@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 flood control and stormwater protection projects and activities;
- 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, on November 12, 2013, the Board of Supervisors of the District (the “Board”) passed Resolution FCD 2013-14 which established a Flood Reduction Grant Program and criteria for awarding grant funding for projects;
- 1.4 Whereas, on November 7, 2023, the Board passed Resolution FCD 2023-10, which authorized an allocation of \$13,415,191 from the District’s 2024 budget to fund flood reduction projects;
- 1.5 Whereas, on October 8, 2024, the Board passed Resolution FCD 2024-11, which approved the flood reduction projects described in Attachment A to that Resolution;
- 1.6 Whereas, in accordance with the terms of these Resolutions, and in its capacity as service provider to the District, King County has established policies and procedures for administering the flood reduction grant program, a copy of which has been furnished to Recipient and which is incorporated herein by this reference (hereinafter “Grant Policies

and Procedures”);

- 1.7 Whereas, the Recipient submitted an application to receive funds for a project to be funded by the Flood Reduction Grant Program;
- 1.8 Whereas, the Board approved funding of Recipient’s application for the project (“Project”), as described in Attachment A to Resolution FCD 2024-11 in the amount of **\$479,631** (“Award”)
- 1.9 Whereas, Exhibit A, attached hereto and incorporated herein by this reference, contains a description of the Project as described in Attachment A to Resolution FCD 2024-11;
- 1.10 Whereas, King County has received a Scope of Work and a Budget for the Project from the Recipient and has determined that the Scope of Work, attached hereto and incorporated herein as Exhibit B (“Scope of Work”), and the Budget, attached hereto and incorporated herein as Exhibit C (“Budget”), are consistent with the Grant Policies and Procedures, the Recipient’s application for the Project, and the Resolution approving funding for the Project; and
- 1.11 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 2024-11 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 **\$479,631** from District funds. The Award shall be used by the Recipient solely for the performance of the Project, 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 Scope of Work of this Agreement and in accordance with the Project Budget. 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 Scope of Work and issuance of the Final Report, as further described below.
- 2.4. Activities carried out for this Project 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 Scope of Work of this Agreement; 3) the expenses are incurred in carrying out the Scope 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 6) 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 Budget and according to the rules set forth in the Grant Policies and Procedures. A request 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 and backup documentation of claimed expenses 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 Scope 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 award amount. 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 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 flood reduction 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 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.

- 2.13. The Recipient agrees to acknowledge the District as a source of funding for the Project on all literature, signage or press releases related to the Project. The Recipient may obtain from King County a District logo that may be used in the acknowledgement.

### **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.

<b>King County</b>	<b>Recipient</b>
Kim Harper	Catrien de Boer
Grant Administrator	Public Works Analyst
King County WLRD	City of Tukwila
<a href="mailto:kim.harper@kingcounty.gov">kim.harper@kingcounty.gov</a>	<a href="mailto:catrien.deboer@tukwilawa.gov">catrien.deboer@tukwilawa.gov</a>

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 Project shall be completed by no later than **December 31, 2027**. In the event that the Project is 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 Award 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 Project 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 partisan 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 Award has been fully funded by the District. To the extent that funding of the Award 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 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.

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 \_\_\_\_\_

**ATTEST/AUTHENTICATED:**

\_\_\_\_\_  
**Andy Youn, City Clerk**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Office of the City Attorney**



**EXHIBIT A: PROJECT DESCRIPTION**

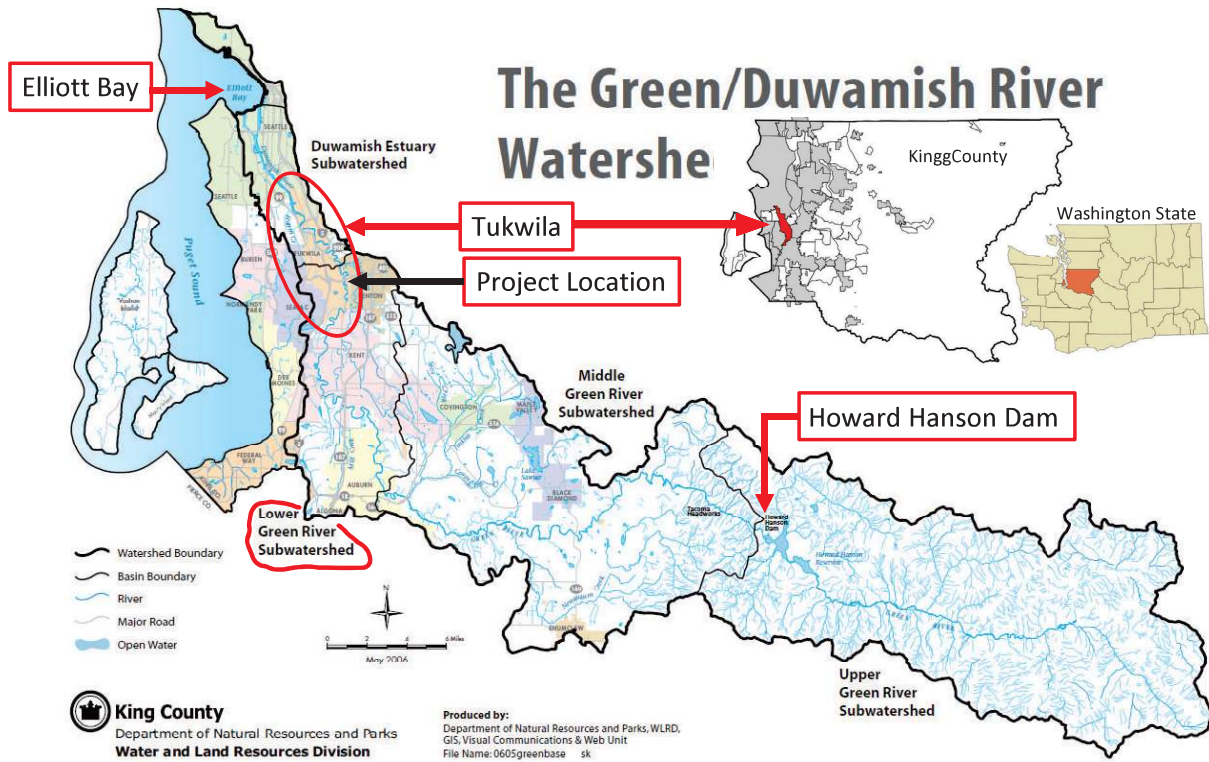
PROJECT NAME	RECIPIENT	DESCRIPTION	LEVERAGE	AWARD
<i>Gilliam Creek Inlet Erosion and Slope Stabilization</i>	City of Tukwila	Stabilize and protect eroded Gilliam Creek streambanks upstream of the 66th Ave S culvert inlet. The work will include survey, design, permitting, and construction. Permitting will require a Hydraulic Project Approval (HPA) Permit from WDFW and a 404/401 Permit from the USACE for in-water work. It will also include a Biological Evaluation, Flood Plain Permit, Shoreline Permit, SEPA, and Critical Area Report. The work is expected to require mitigation for fill below the Ordinary High Water (OHW) and permanent stream buffer impacts, as well as temporary impact restoration for construction access.	\$10,000	\$479,631

**EXHIBIT B: SCOPE OF WORK**

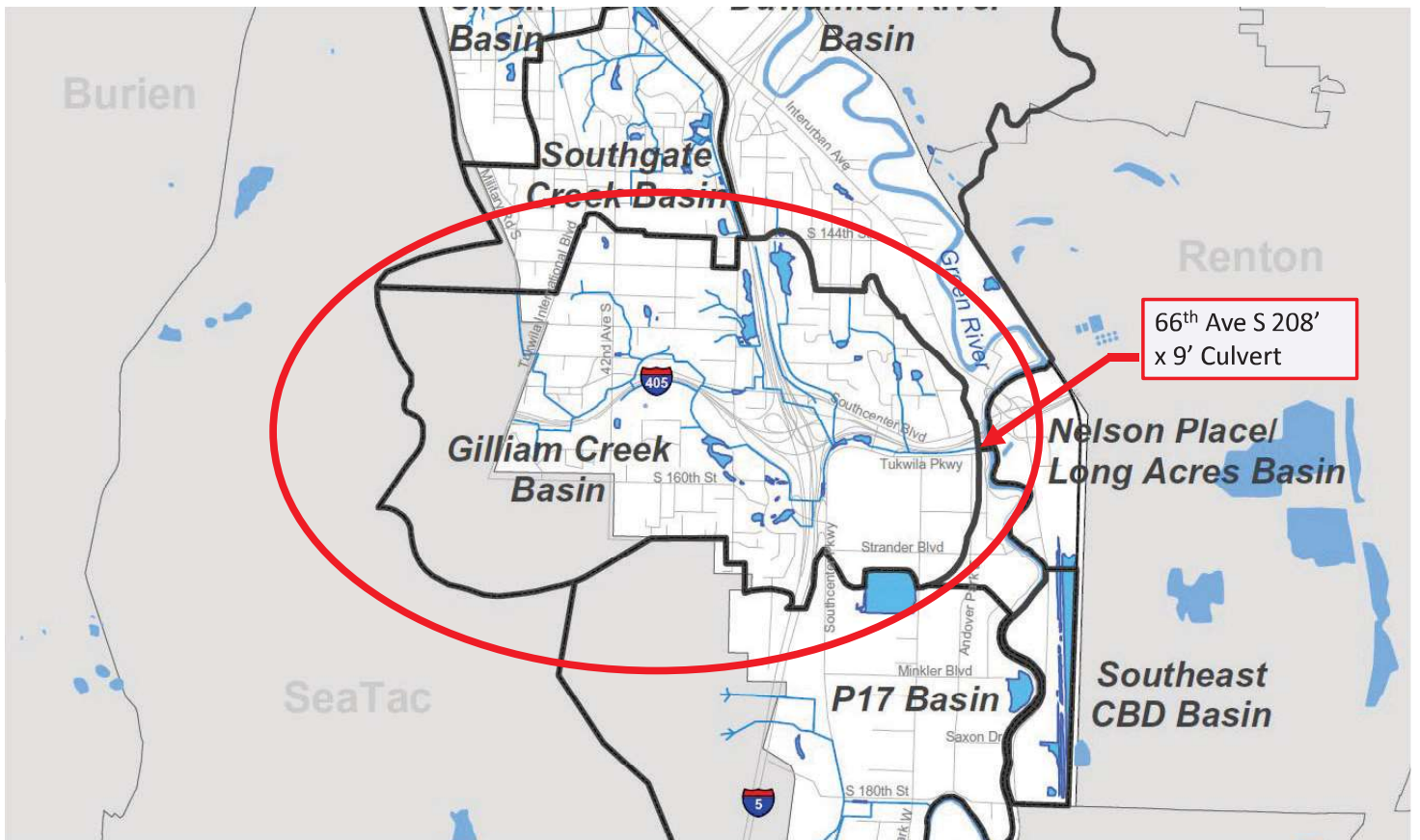
Activity Title	Activity Description	Deliverables	Estimated Percent of Grant Budget	Month/Year Task will be Completed
<b>Task 1: Project Administration</b>	Submit reimbursement request forms, backup documentation for billing, and progress reports at least every 6 months. Submit a Closeout Report form with the final reimbursement request.	Reimbursement Request forms and Backup Documentation	0%	Ongoing
<b>Task 2: Design</b>	We will hire a professional design consulting team to execute design up to 100%, with 30%, 60%, and 90% touch points.	Deliverable will be plans, specifications, and cost estimates to prepare the project for the construction Phase	20%	May 2025
<b>Task 3: Permitting</b>	We will hire a professional design consulting team to execute permitting for the proposed project.	Deliverables will be the permits for design and construction	7%	May 2025
<b>Task 4: Construction Management</b>	We will hire a consultant to administer construction management.	Deliverable will be inspection reports.	20%	October 2026
<b>Task 5: Construction</b>	We will hire a contractor to construct and implement the proposed work; including but not limited to removing debris, installing geotextile, and installing a rockery wall.	A completed project that meets the contract plans, and specifications	53%	October 2026

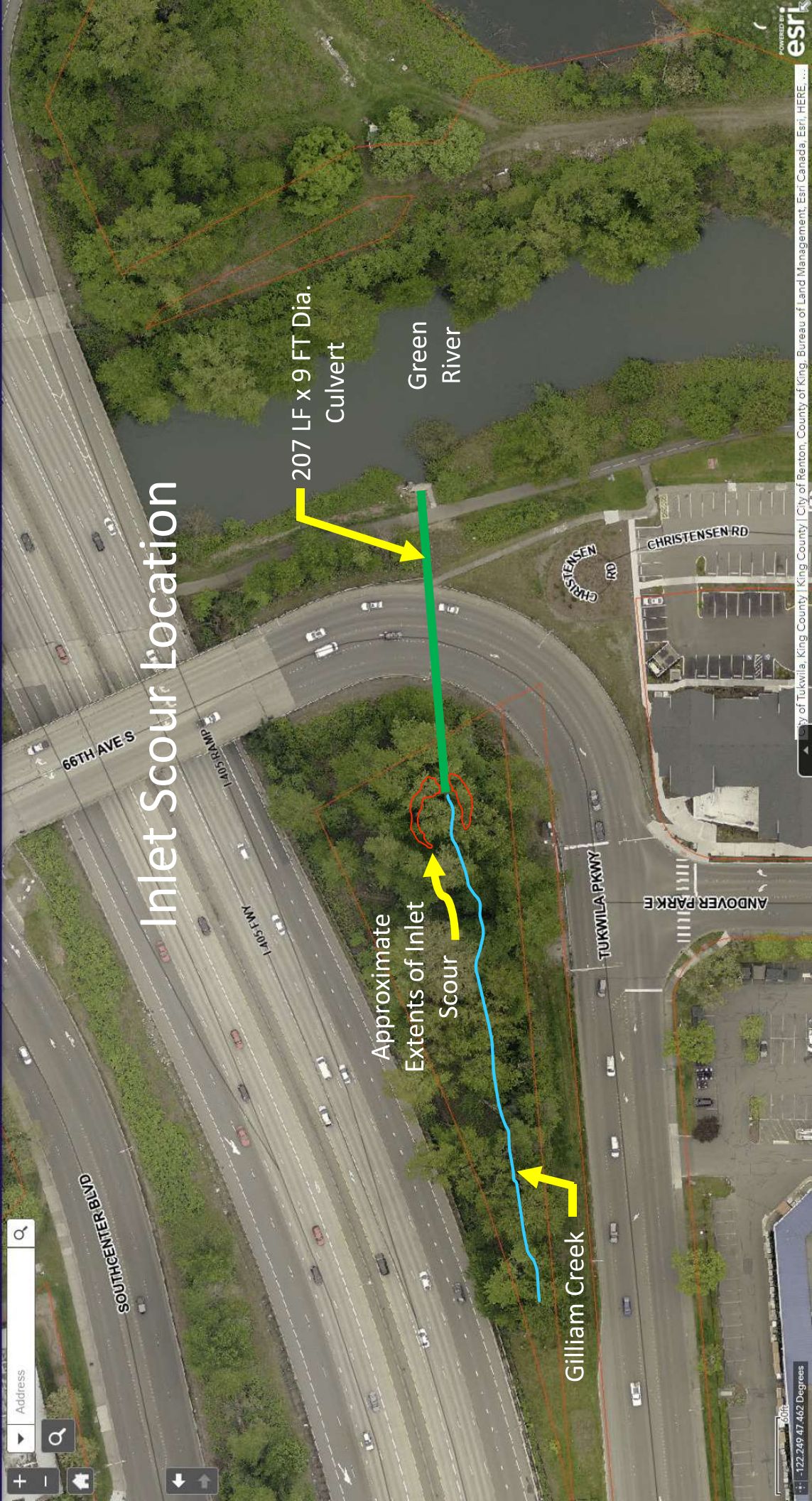
**EXHIBIT C: BUDGET**

<b>BUDGET ITEM</b>	<b>GRANT REQUEST</b>
COMMERCIAL SERVICES AND CREW TIME	\$479,631
<b>TOTAL</b>	<b>\$479,631</b>



Vicinity Maps





# Inlet Scour Location

207 LF x 9 FT Dia.  
Culvert

Green  
River

Approximate  
Extents of Inlet  
Scour

Gilliam Creek