



INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Services Committee
FROM: Hari Ponnekanti, Interim Public Works Director
BY: Ryan Larson, Senior Program Manager
CC: Mayor Ekberg
DATE: January 22, 2021
SUBJECT: Surface Water Fund - S 131st PI Drainage Improvements
Project No. 91641204
Acceptance of King County Flood Control District Grant

ISSUE

City acceptance of a King County Flood Control District (District) grant for Surface Water's South 131st Place Drainage Improvements Project.

BACKGROUND

In May 2020, Council authorized staff to submit a grant application to the District for the S 131st Place Drainage Improvement Project. A grant application for project funding was submitted in the amount of \$300,000. The District received more grant requests than available funding and the City was awarded a grant of \$60,000.

According to City policy, staff must obtain approval from the full Council before accepting grants.

DISCUSSION

Staff worked with the District to revise the grant scope of work so that the grant funding is now entirely for the design phase of the project. This will allow the City to apply for future District grant opportunities for the construction phase.

FISCAL IMPACT

The S 131st PI Drainage Improvement Project has \$250,000 available in surface water funding for design. The District grant funds will provide additional design funding for the project. Matching funds are encouraged, but not required.

RECOMMENDATION

Council is being asked to formally accept the King County Flood Control District grant in the amount of \$60,000 for the S 131st Drainage Improvement Project and consider this item on the Consent Agenda at the February 1, 2021 Regular Meeting.

Attachments: 2021 CIP Page 89
Grant Agreement

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

PROJECT: S 131st Place Drainage Improvements

Project No. 91641204

DESCRIPTION:

Design and replace an existing 36" culvert under S. 131st Pl. Raise the roadway approximately 18" and/or provide a concrete wall or other means to keep Southgate Creek within its banks during storm events.

JUSTIFICATION:

Southgate Creek overtops its bank several times per year during storm events and runs through private property. Debris is deposited within a private driveway and storm system.

STATUS:

Maintenance is performed annually on the creek to remove excess sedimentation to reduce the likelihood of flooding.

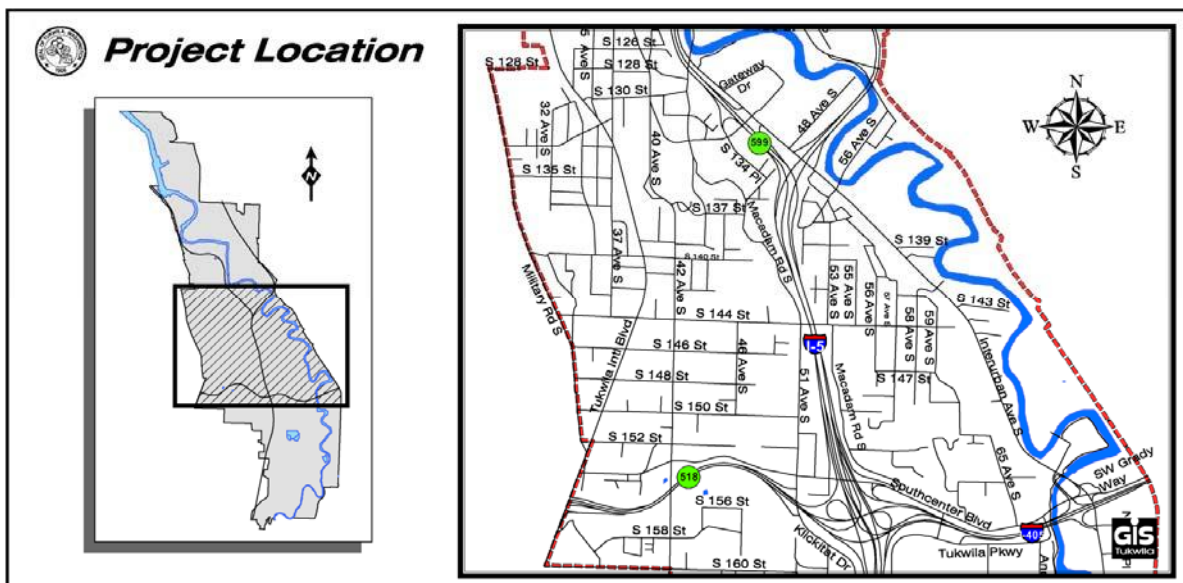
MAINT. IMPACT:

Reduce the frequency of stream sediment removal and storm cleanup.

COMMENT:

Project will require an HPA. Will consider combining with a future overlay project to reduce overall costs. A grant request for \$200K was submitted to the KCFCD in 2020.

FINANCIAL (in \$000's)	Through Estimated									TOTAL
	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND	
EXPENSES										
Design		100	150							250
Land (R/W)										0
Const. Mgmt.				150						150
Construction				850						850
TOTAL EXPENSES	0	100	150	1,000	0	0	0	0	0	1,250
FUND SOURCES										
Awarded Grant										0
Proposed Grant			100	150						250
Mitigation Actual										0
Mitigation Expected										0
City Oper. Revenue	0	100	50	850	0	0	0	0	0	1,000
TOTAL SOURCES	0	100	150	1,000	0	0	0	0	0	1,250



**AGREEMENT FOR AWARD OF
FLOOD REDUCTION GRANT FUNDS
BETWEEN THE CITY OF TUKWILA AND KING COUNTY**

This Agreement (“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, 2022**.

Project Contacts:

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

Contact for Recipient – Ryan Larson, 206-431-2456, Ryan.larson@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; and
- 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; and
- 1.3 Whereas, on November 12, 2013, the District’s Board of Supervisors passed Resolution FCD2013-14 which established a Flood Reduction Grant Program and criteria for awarding grant funding for projects, and on November 6, 2019, the Board passed Resolution FCD2019-13, which authorized an allocation of \$3,280,201 from the District’s 2020 budget to fund flood reduction projects; and
- 1.4 Whereas, on September 9, 2020 the District’s Board of Supervisors passed Resolution FCD2020-19, which approved the flood reduction projects described in Attachment A to that Resolution; and
- 1.5 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”); and
- 1.6 Whereas, the Recipient submitted an application to receive funds for a project to be funded by the Flood Reduction Grant Program; and

- 1.7 Whereas, the District’s Board of Supervisors approved funding of Recipient’s application for the project (“Project”), as described in Attachment A to Resolution FCD2020-19 in the amount of **\$60,000** (“Award”); and
- 1.8 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 Resolution FCD2020-19; 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 FCD2020-19 and the Grant Policies and Procedures, 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 Recipient in the total amount of **\$60,000** 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. Exhibit A, attached hereto and incorporated herein by this reference, contains a description of the Project as described in Attachment A to Resolution FCD2020-19. 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 in Section 2.6 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) the activities occur after the District passes a resolution approving an award for the Project; 5) such activities and expenses otherwise comply with all

other terms of this Agreement; 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 for those documented and allowable expenses identified in the Budget 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. A progress report (with or without 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 shall be submitted with all payment requests. A one-time advance of no more than 25% of the Award amount 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 advance Request for Payment. Documentation of payments made from the advance payment 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 described in Scope of 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 Closeout Report form unless a more detailed Final Report is specified in the Scope of Work. A blank form shall be provided to the Recipient by King County upon execution of this Agreement. 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 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 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

- 1.1. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- 1.2. 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.
- 1.3. 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.
- 1.4. 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.
- 1.5. The Project shall be completed by no later than **December 31, 2022**. 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.
- 1.6. This Agreement may be signed in multiple counterparts.

- 1.7. 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.

- 1.8. 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 District, King County’s obligations are contingent upon the appropriation of sufficient funds by the Board of Supervisors of the District 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 DESCRIPTION

PROJECT NAME	RECIPIENT	DESCRIPTION	LEVERAGE	AWARD
South 131 st Place Drainage Improvements	City of Tukwila	Southgate Creek overtops its banks approximately twice annually and flows down a private driveway resulting in nuisance flooding, debris cleanup, and minor property damage. This project will replace an undersized 48" culvert under S. 131 st Place, raise the roadway along the creek or construct a concrete wall to provide additional freeboard to keep the creek in its bank, provide added water quality for the City roadway, and work with a downstream property owner on private stream maintenance.	\$1,190,000	\$60,000

EXHIBIT B: SCOPE OF WORK

TASKS	ACTIVITIES AND DELIVERABLES	APPROX. PERCENT OF AWARD REQUEST	MONTH/YEAR TASK WILL BE COMPLETED
Task 1: Project Administration (Required task)	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.	0%	December 2021
Task 2: Project Design and Permitting	Advertise, interview, and select a design consultant to design the improvements and assist City staff members in project permits. Deliverable will be complete, bid ready, Plans, Specifications and Estimate.	100%	Sept 2021
Task 3: Construction	Hire a contractor to replace the existing 48" concrete cross culvert with a box culvert, arch culvert, or other design approved by the WDFW for fish passage. Deliverable will be as built drawings.	0%	December 2022
Task 4: Construction	Hire a contractor to raise roadway grade or install a concrete wall to increase freeboard of Southgate Creek. Deliverable will be as built drawings.	0%	December 2022

EXHIBIT C: BUDGET

BUDGET ITEM	GRANT AWARD REQUEST	FINANCIAL LEVERAGE (not required)			LEVERAGE TOTAL	TOTAL (Grant + Leverage)
		SOURCE NAME				
		City of Tukwila				
		AMOUNT				
STAFFING	0	50,000			50,000	50,000
COMMERCIAL SERVICES AND CREW TIME	60,000	1,140,000			1,140,000	1,200,000
TOTAL	\$60,000	\$1,190,000			\$1,190,000	\$1,250,000