



## INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**  
 FROM: **Hari Ponnekanti, Public Works Director/ City Engineer**  
 BY: **Mike Perfetti, Habitat Project Manager**  
 CC: **Mayor Ekberg**  
 DATE: **September 24, 2021**  
 SUBJECT: **Surface Water Fund - Gilliam Creek Fish Barrier Removal**  
**Project No. 99830105**  
**Acceptance of King County CWM grant**

### **ISSUE**

Authorize the Mayor to sign a Cooperative Watershed Management (CWM) grant agreement with King County.

### **BACKGROUND**

The primary goals of this project are to restore fish passage between Gilliam Creek and the Green River, restore salmon habitat, and maintain or improve flood protection. The 108” flapgate would be removed and replaced with flood protection more suitable to fish passage.

### **DISCUSSION**

In May 2021, WRIA 9 approved funding for this project within its High Priority Capital Projects Implementation Fund and its 2021 funding package. CWM funds are distributed annually to each WRIA in the County to support salmon recovery. This funding will be used to support preliminary design, stakeholder involvement and design development.

### **FISCAL IMPACT**

The City has \$1,937,000 earmarked for design in the Capital Improvement Program, including \$561,000 in surface water funds through 2023. While there is no match requirement, the CWM grant agreement states that the City will leverage \$161,000, which will be accomplished through other CWM funds and City surface water revenue.

	<b><u>Grant Award</u></b>	<b><u>Leverage</u></b>	<b><u>2021 Design Budget</u></b>
CWM	\$200,000		\$936,000
CWM-2020		\$100,000	
City revenue		<u>61,000</u>	
<b>Total</b>	<b><u>\$200,000</u></b>	<b><u>\$161,000</u></b>	

### **RECOMMENDATION**

Council is being asked to authorize the mayor to sign the CWM grant agreement for the Gilliam Creek Fish Barrier Removal Project and consider this item on the Consent Agenda at the October 4, 2021 Regular Meeting.

**Attachments:** 2021 CIP, Page 85  
CWM Project Agreement: Riverton Creek Flap Gate Removal

## 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.

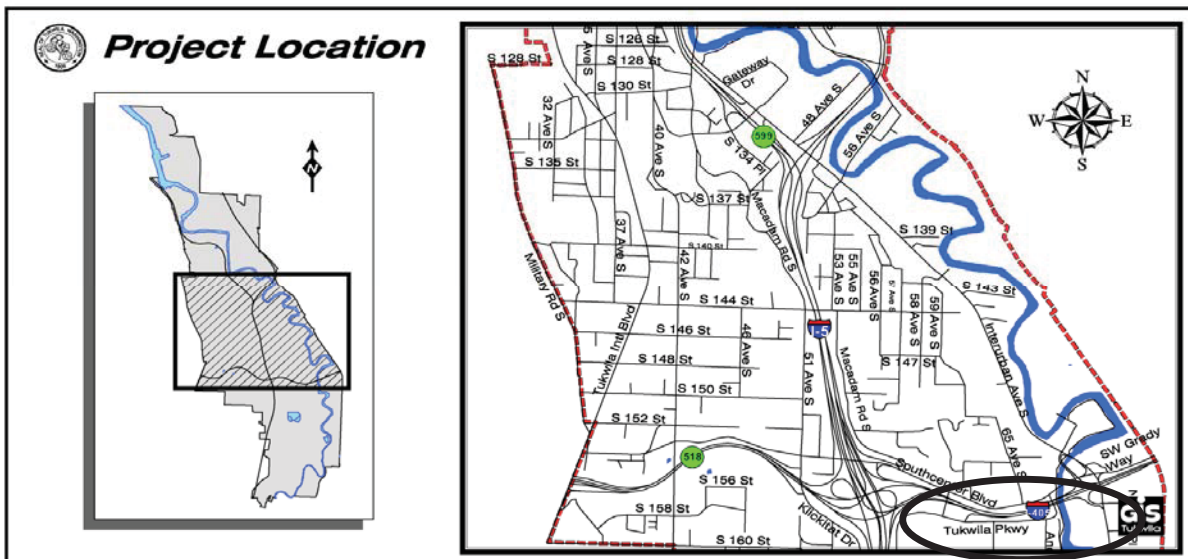
**JUSTIFICATION:** Enable fish access to lower Gilliam Creek under wider range of flow conditions; fish barrier per WDFW and City; WRIA 9 salmon habitat project.

**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			
<b>EXPENSES</b>											
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
<b>TOTAL EXPENSES</b>	<b>60</b>	<b>0</b>	<b>936</b>	<b>536</b>	<b>405</b>	<b>5,952</b>	<b>2,400</b>	<b>0</b>	<b>0</b>	<b>10,289</b>	
<b>FUND SOURCES</b>											
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
<b>TOTAL SOURCES</b>	<b>60</b>	<b>0</b>	<b>936</b>	<b>536</b>	<b>405</b>	<b>5,952</b>	<b>2,400</b>	<b>0</b>	<b>0</b>	<b>10,289</b>	



**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 **September 30, 2024**.

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

Primary Contact for Recipient: Mike Perfetti, Habitat Project Manager, 206-550-4930, [Mike.perfetti@tukwilawa.gov](mailto: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 2020-22 on November 4, 2020, authorizing the King County executive or his designee to develop and administer a grant award program of up to \$9,762,382 in 2021 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, 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;
- 1.5 Whereas, the Recipient submitted an application to its respective WRIA forum or committee for the Project, as described in Exhibit A attached hereto and incorporated herein by this reference, and that body has recommended the Project 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”);

- 1.6 Whereas the District's Board of Supervisors has received a list of proposed projects that includes the Project, and the Board of Supervisors, in Resolution FCD2021-07, has approved the Project for funding up to the amount of **\$200,000**;
- 1.7 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 Summary"), are consistent with the Grant Policies and Procedures;
- 1.8 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 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 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 Project. 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 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; 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 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 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 unless a more detailed final report is specified in the scope of work. A blank Close-out Report 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 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 Project 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 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 Project shall be completed by no later than **September 30, 2024**. 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.
- 3.6. 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 DESCRIPTION**

Project	Recipient	Description	Leverage	Award
Gilliam Creek Fish Barrier Removal	City of Tukwila	The Gilliam Creek Fish Barrier Removal and Habitat Enhancement Project will 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.	\$161,000	\$200,000

**Project Location:** The project is located in the lower Green River subwatershed at RM 12.5 on the left bank. This is the confluence with Gilliam Creek, lying 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. The lower Green river watershed is characterized by its levee-restricted banks and massive warehousing district. The primary limiting factor for Chinook salmon recovery in the lower Green is rearing habitat. The site has a narrow buffer of mixed vegetation, with a mature cottonwood canopy; there are two local road stormwater outlets in the project area.

**EXHIBIT B: SCOPE OF WORK**

Task Title	Task Description (Include Activities and Deliverables)	Estimated Percent of Total Budget	Month/Year Task will be Completed
<b>Task 1: Project Administration (Required)</b>	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
<b>Task 2:</b>	Site survey and investigations	14%	March 2022
<b>Task 3:</b>	Stakeholder Coordination	15%	October 2023
<b>Task 4:</b>	Preferred Alternative	10%	July 2022
<b>Task 5:</b>	Design Development	60%	October 2023

**EXHIBIT C: BUDGET SUMMARY**

Budget Item	Grant Request
Staffing	\$1,325
Commercial Services & Crew Time	\$198,675
<b>TOTAL</b>	<b>\$200,000</b>