

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to Execute an Agreement with the King County Wastewater and Treatment Division for a \$50,000 Grant Through the King County WaterWorks Grant for the Hidden Lake Dam Removal Project
DEPARTMENT:	Public Works
PRESENTED BY:	Patricia Jenkins, Engineer II
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The Hidden Lake Dam Removal project will remove the manmade Hidden Lake and dam, which will restore Boeing Creek through the existing impoundment. The removal of the dam will allow a natural sediment transport process and will eliminate water quality concerns at the manmade lake and existing creek. The existing confined waterbody raises the creek temperature via solar heating of the shallow, unshaded 2-acre lake and attracts waterfowl introducing increased levels of fecal coliform. The City has gathered water quality monitoring data supporting this claim. Removing the dam is expected to improve Boeing Creek water quality by elimination of the manmade structures decreasing these adverse impacts.

From 2002 to 2013, the sediment deposition rate was higher than anticipated by the dam's designers and far exceeded the City's budget to maintain indefinitely. Thus, the City began to remove large quantities of sediment on a regular basis. Following completion of the 2014 Hidden Lake Management Plan Feasibility Study evaluating causes of and potential solutions to the sedimentation issue, the City decided to pursue options to remove Hidden Lake Dam and immediately ceased sediment dredging.

In 2016, the City completed the Hidden Lake Dam Removal Design Alternatives Analysis and committed to dam removal. The City is committed to maximize funding opportunities and minimize risks, while offering the best array of benefits for habitat, water quality, park improvements, and roadway infrastructure protection, which will include a culvert replacement at Innis Arden directly downstream of the dam.

Staff is requesting that Council authorize the City Manager to execute an agreement with the King County Wastewater and Treatment Division for a \$50,000 grant through the King County WaterWorks Grant (KCWWG) for the Hidden Lake Dam Removal project. Staff applied for the 2019-2020 KCWWG for the Hidden Lake Dam Removal project in 2019. In accordance with the City's purchasing policies, Council authorization is required for staff to obligate grant funds not to exceed \$50,000.

FINANCIAL IMPACT:

The Hidden Lake Dam Removal project is listed in the 2019-2024 Capital Improvement Plan with a total project budget of \$4,239,394. The grant of \$50,000 represents a small portion of the overall project and will be utilized to assist with final permitting required on the project. As the project design has progressed the estimated costs have increased from the currently approved project budget. The 2021-2026 Capital Improvement Plan will be revised to reflect updated cost estimates based on current design. There is sufficient funds within the Surface Water Capital Fund to support the completion of the project.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute an agreement with the King County Wastewater and Treatment Division for \$50,000 grant through the King County WaterWorks Grant for the Hidden Lake Dam Removal project.

ATTACHMENTS:

Attachment A – KCWWG Funding Project Agreement

Approved By: City Manager **DT** City Attorney **MK**



**2019 WaterWorks Grant Program
Grant Agreement Cover Page**

Grant Cycle: Council Allocated 2019/2020

Recipient: City of Shoreline
Project Name: Hidden Lake Dam Removal

Funding Amount: \$50,000.00
Project Summary: Supports the removal of Hidden Lake Dam and to restore Boeing Creek to improve water quality and salmonid habitat.

Primary Contact: Patty Jenkins
Phone: 206-801-2457
Email: pjenkins@shorelinewa.gov

Start Date: TBD
End Date: September 30, 2022

WaterWorks Grant Program Grant Agreement

AGREEMENT between City of Shoreline and KING COUNTY

This is an Agreement between **City of Shoreline**, hereinafter the “RECIPIENT” and King County, a political subdivision of the state of Washington, hereinafter the “COUNTY.” **This Agreement is effective as of the date of the COUNTY signatory.**

The purpose of this Agreement is to set forth the terms, conditions, and the legal and administrative relations that apply to the RECIPIENT in exchange for financial assistance in carrying out a proposed project entitled **Hidden Lake Dam Removal**, hereinafter the “PROJECT.”

Section 1. Background and Recitals:

- A. Proposed PROJECT benefit or improvement to water quality and/or the regional wastewater treatment system and its ratepayers: **Supports the removal of Hidden Lake Dam and to restore Boeing Creek to improve water quality and salmonid habitat.**
- B. The COUNTY plans and proposes to remunerate the RECIPIENT for the purpose described in Subsection A above in an amount up to, but not exceeding **\$50,000.00**, hereinafter the “AWARD.”
- C. This AWARD is made with the understanding that the RECIPIENT will complete the PROJECT as outlined in the Scope of Work (Exhibit A) and will fulfill reporting requirements as described under the Terms and Conditions of this Agreement.
- D. The RECIPIENT plans to contribute to this PROJECT a cash and/or in-kind match valued at **\$51,927**, to be verified in submitted PROJECT reports.

Section 2. Terms and Conditions:

- A. The PROJECT shall be in accordance with the tasks and activities specified in the Scope of Work (Exhibit A). Any modifications must be requested in an Agreement Amendment and be approved by the Director of the Wastewater Treatment Division (WTD) in the COUNTY’s Department of Natural Resources and Parks.
- B. The COUNTY will, upon execution of this Agreement, establish procedures to allow payment to the RECIPIENT of all eligible expenses for approved activities up to the limit of the AWARD. Payments are on a reimbursement basis; except in some cases at the discretion of the COUNTY, where advances of the AWARD may be made on a quarterly

basis. The last payment will be withheld by the COUNTY until receipt of the final Quarterly Progress and Expense Reports and the Closeout Report are approved.

- C. 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 the 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, and to meet the requirements of all applicable state and federal laws.

- D. The COUNTY will reimburse RECIPIENT for expenses on a quarterly basis, following receipt and approval of Quarterly Reports. The final payment will be held back until a close-out verifies fiscal and programmatic compliance with the terms and conditions of the agreement.
 - 1. The RECIPIENT shall be responsible for submitting the following PROJECT progress reports: Quarterly Reports (including narrative and expense sections), Closeout Report (including narrative and expense sections); including backup documentation such as photos, copies of articles, and financial backup such as copies of receipts.

 - 2. Quarterly Report narrative and expense sections shall be submitted together using the online system using the provided format and following instructions from WaterWorks grant administrators.
 - a. The Quarterly Reports are due thirty (30) days after the end of each quarter.

 - b. If no expenses are made during a quarter, no expense section is needed. However, the narrative section should still be submitted and indicate that no expenses were made during that time period.

 - c. The expense section should detail expenses and include backup documentation of expenses. The narrative section should include documentation proving the project activities took place, such as photos, workshop agenda, volunteer sign in sheets, etc.

 - 3. RECIPIENTS that receive approval for advance payments shall submit a request with an estimate of expenses for upcoming activities in the next two quarters, using the form provided. Subsequent advance requests may only be approved if the RECIPIENT is up to date with reporting.

4. The Closeout Report shall be submitted online using the provided format and following instructions from the WaterWorks grant administrator and will include closeout documentation.
 - a. The Closeout Report is due thirty (30) days after the end date of the PROJECT or not later than **October 31, 2022**.
- E. Failure to submit the aforementioned Quarterly Report on the PROJECT progress within ninety (90) days of the due date may be cause for the COUNTY to terminate this agreement for non-performance. Termination would require the return of any funds advanced but not already spent executing the PROJECT, as well as forfeiture of AWARD funds for activities not completed by termination date.
- F. Failure to provide all of the aforementioned documentation may result in the need to withhold part or all of the AWARD.
- G. Costs eligible for payment shall be limited to those costs identified in the Budget (Exhibit B) and incurred during the effective dates of this Agreement.
- H. Any and all activities to be funded by this Agreement to the RECIPIENT shall be completed by the End Date of **September 30, 2022**. If needed, an Agreement Amendment may be granted to extend the terms of the contract beyond the end date, adjust the scope of work, or change the budget details (but not increase the total AWARD amount), conditioned upon approval by KING COUNTY. The extension must be requested and approved at least sixty (60) days in advance of the original end date.
- I. The RECIPIENT agrees to acknowledge the COUNTY in all media, publications, and signage that are produced as part of the PROJECT. This includes press releases, public service announcements, posters, flyers, signage, Web pages, blogs, and videos. The RECIPIENT will use the wording provided in Exhibit C of this Agreement (Credit and Disclaimers).

Section 3. Legal and Administrative Relations:

- A. The RECIPIENT shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles and to meet the requirements of all applicable state and federal laws. The RECIPIENT shall maintain and submit to the COUNTY any such records as the COUNTY may require to conduct any audit of the PROJECT it may elect to conduct or to substantiate expenditures paid for by this AWARD. The RECIPIENT shall maintain and retain books and records related to the Agreement for at least three (3) years after the termination of said Agreement.
- B. The COUNTY's financial assistance to the RECIPIENT shall be construed by the parties as a special disbursement to the RECIPIENT to fund activities, as described herein that generally benefit the COUNTY's efforts to leverage or complement the water quality mission of the regional wastewater system. The COUNTY's sole obligation under this

agreement shall be to provide funds to the RECIPIENT and this agreement shall not be construed as a contract for services between the RECIPIENT and the COUNTY, or as establishing a principal agent relationship between the COUNTY and the RECIPIENT. No joint venture or partnership is formed as a result of this Agreement.

- C. The RECIPIENT shall be solely responsible for the recruiting, training, and supervision of its employees and volunteers. Individuals hired and paid by the RECIPIENT shall not, in any event, be construed to be employees of, or contractors to, the COUNTY and the RECIPIENT shall defend, indemnify and hold harmless the COUNTY from any and all claims arising from any contention that said individuals are employees of, or contractors to, the COUNTY. This condition shall survive the termination of this Agreement. All actions undertaken under the funding provided by the terms of this agreement are, as between the COUNTY and the RECIPIENT, the sole responsibility of the RECIPIENT. No employees, agents, volunteers, or contractors of RECIPIENT shall be deemed, or represent themselves, to be employees of the COUNTY.
- D. RECIPIENT agrees for itself, its successors, assigns or by others including, without limitation, all persons directly or indirectly employed by RECIPIENT, or any agents, contractors, subcontractors, consultants, subconsultants, volunteers, licensees or invitees of RECIPIENT, to defend, indemnify, and hold harmless the COUNTY, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to RECIPIENT's exercise of rights, privileges, and obligations under this Agreement, except for the COUNTY's sole negligence. RECIPIENT's obligations under this section shall include, but not be limited to all of the following: (i) The duty to promptly accept tender of defense and provide defense to the COUNTY with legal counsel acceptable to the COUNTY at RECIPIENT's own expense; (ii) Indemnification of claims made by RECIPIENT's own employees or agents; and (iii) Waiver of RECIPIENT's immunity under the industrial insurance provisions of Title 51 R.C.W. but only to the extent necessary to indemnify the COUNTY, which waiver has been mutually negotiated by the Parties.

In the event it is necessary for the COUNTY 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 3.D shall survive the expiration, abandonment, or termination of this Agreement.

- E. Nothing in this Agreement shall be construed as prohibiting the RECIPIENT from undertaking or assisting projects developed outside the purview of this Agreement, or entering into agreements with other parties to undertake said projects in accordance with whatever terms and conditions may be agreed to between the RECIPIENT and other parties.
- F. The COUNTY shall be under no obligation to continue this agreement and may request partial or full reimbursement of payments it made to the RECIPIENT should the

RECIPIENT fail to perform according to the terms and conditions of this Agreement, whether or not failure to perform is within the RECIPIENT's control.

- G. This Agreement may be amended at any time by written concurrence of the parties through a formalized Amendment Agreement Form and will terminate upon fulfillment of all obligations contained herein.
- H. The COUNTY may terminate this Agreement immediately for cause. If this Agreement is terminated the RECIPIENT shall return any unused portion of the funds advanced up to the date of termination.
- I. Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.
- J. In its performance under this Agreement the RECIPIENT shall not discriminate against any person on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, age except by minimum age, and retirement provisions, 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.
- K. Authority: Representations and Warranties. Each signatory to this Agreement represents and warrants that he or she has full power and authority to execute and deliver this Agreement on behalf of the entity for whom he or she is signing.
- L. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.
- M. The effective date of this agreement is the date of COUNTY signatory.

AGREEMENT SIGNATURE PAGE

City of Shoreline by:

Signature: _____

Debbie Tarry, City Manager

Date: _____

KING COUNTY by:

Signature: _____

Jim Bolger, Section Manager, Wastewater Treatment Division

Date: _____

EXHIBIT A: SCOPE OF WORK

The task(s) set forth below summarize the RECIPIENT’s activities to be performed under this agreement to complete the PROJECT. All activities in the following tasks, including deliverables, must be completed by the expiration date of this agreement unless otherwise modified through an Agreement Amendment Form and approved by the COUNTY in writing.

Any work performed or costs incurred prior to the effective date of this agreement will be at the sole expense of the RECIPIENT.

Project Outcomes:

The holistically-oriented dam removal approach expected to maximize funding opportunities and minimize flood risks, while offering the best array of benefits for habitat, water quality, and park improvements, and roadway infrastructure protection. Park improvements will include several hundred feet of new and restored trail within Shoreview Park within the area currently northeast of the lake shore.

Scope of Work:

Task #	Tasks and Activities	Measurable Results/Deliverables	Timeframe and % of overall effort
1	60% DESIGN: Design plans 60% Dam Removal and Stream Restoration	Complete 60% design and specifications incorporating permit requirements, working with stakeholders (surrounding properties, internal and external agencies)	March-April 2020 45%
2	PUBLIC MEETING	Staff will hold a 1 hour public meeting outreach to share design and mitigation. The City of Shoreline will acknowledge King County WTD as a funding source in any outreach and print materials created for the project.	May 2020 10%
3	PERMIT APPLICATIONS & SUPPORT	Submit for review and mitigation determination: SEPA, JARPA, Critical Areas, HPA, DAHP, ECY GC	April-May 2020 35%
4	CRITICAL AREAS MITIGATION PLAN	Update of specifications meeting mitigation requirements	April 2021 10%

EXHIBIT B: BUDGET

Costs are limited to those approved by the COUNTY in the current Budget. Costs should be reasonable and necessary to carry out the task. All activities and PROJECT expenditures must be completed according to this agreement unless otherwise modified through an Agreement Amendment Form and approved by the COUNTY in writing.

Any work performed or costs incurred prior to the effective date of this agreement will be at the sole expense of the RECIPIENT.

An Agreement Amendment must be completed and approved to change a scope of work, request an extension, or if the budget expenditure category might deviate more than ten percent (10% of award total) for projects over \$50,000; OR for projects less than or equal to \$50,000, if the change is greater than \$5,000. For more information, contact your grant administrator.

BUDGET CATEGORY	ITEMS: Description (rate or unit x quantity)	GRANT AWARD	CASH MATCH	IN-KIND MATCH	CATEGORY SUBTOTAL	SOURCE OF MATCH (indicate if pending or secured)
Staff salaries & benefits					\$0.00	
Staff salary using billing or fully burdened rates					\$0.00	
Project supplies, materials, and equipment					\$0.00	
Commercial services					\$0.00	
Consultant/contractor services	Preliminary Design for Dam Removal and Stream Restoration	\$30,000.00	\$12,939.50	(\$5,969.50)	\$36,970.00	RCO-secured & SW funds secured
	Critical Areas Report and Mitigation Plan	\$15,000.00	\$10,769.85	\$5,001.15	\$30,771.00	RCO-secured & SW funds secured
	Permit Applications and Support (SEPA, JARPA, HPA, etc)	\$5,000.00	\$11,965.10	\$17,220.90	\$34,186.00	RCO-secured & SW funds secured
Transportation					\$0.00	
Other costs					\$0.00	
Project Subtotal		\$50,000.00	\$35,674.45	\$16,252.55	\$101,927.00	
Overhead					\$0.00	
Grand TOTAL		\$50,000.00	\$35,674.45	\$16,252.55	\$101,927.00	

EXHIBIT C: ACKNOWLEDGEMENTS AND DISCLAIMERS



King County

Department of Natural Resources and Parks
Wastewater Treatment Division

Logo and logo standards: For electronic versions of the official logos and logo standards, contact your grant administrator. **The above logo must be included on all printed documents and electronic media** produced in carrying out the PROJECT. This includes signage, posters, documents, brochures, flyers, newsletters, newspaper advertising, Web pages, blogs, and videos.

Credit for materials produced as part of the PROJECT: Acknowledge PROJECT funding by including the following sentence with the logo:

This project is funded by the King County Wastewater Treatment Division

If your PROJECT has multiple funders, it can say:

This project is funded in part by the King County Wastewater Treatment Division

Disclaimer language: For items where opinions or advice or a list of organizations or businesses are included in the copy (e.g., an interpretive panel, a guidebook, or a directory), please add the following disclaimer sentence:

The content herein does not constitute an endorsement by King County government, its employees, or its elected and appointed officials.

EXHIBIT D: AGREEMENT TERMS AND PROCEDURES

ACKNOWLEDGMENT: Please acknowledge KING COUNTY in all written and electronic media (publications, signage, press releases, public service announcements, posters, flyers, Web pages, videos, PowerPoint presentations, etc.). Refer to Exhibit C for further information.

ADVANCE: Advance payments are allowed in some cases at the discretion of the COUNTY; documentation of payments made from advances shall be submitted to the COUNTY and approved prior to any further payments of AWARD funds.

AGREEMENT AMENDMENT: This document must be completed and approved to change a scope of work, request an extension, or if the budget (Exhibit B) might deviate in any PROJECT cost categories by an amount equal to or greater than ten percent (10%) of the total AWARD amount if the award is greater than \$50,000, OR if the budget may deviate more than \$5,000 for projects less than \$50,000. This form is available from your grant administrator.

BALANCE OF AWARD: Any amount of your AWARD not spent on this PROJECT, or not documented with approved backup documentation, must be returned to KING COUNTY, if an advance was issued.

CLOSEOUT REPORT: This report documents the successful completion of the PROJECT according to the scope of work. The Closeout Report is due thirty (30) days after the end of your agreement period and must be submitted online, following instructions from the WaterWorks grant administrator. This includes two sections:

1. Financial Closeout documenting the records of expenditures for the PROJECT (reconcile your project expenses, award, cash, and in-kind match).
2. Narrative Closeout documenting the successful completion of the PROJECT according to the scope of work. The final report will include a narrative, outreach materials, copies of communication materials, and tools created for and about the PROJECT.

ELIGIBLE CHARGES: Only expenses in the categories listed in the budget (Exhibit B) of this grant agreement can be covered by this AWARD and only up to the indicated amount without prior authorization.

END DATE: The end of the time period to complete activities funded by this agreement. Any activities or expenses incurred after this date cannot be reimbursed or covered by this agreement.

FINANCIAL RECORDS: Maintain a record of your expenditures to conform to generally accepted accounting principles. Retain records for at least three (3) years after the end date of your agreement. It is highly recommended that if you use a computer to track your project expenses you assign a code to this grant. If you keep track of your expenses manually, you will need to make copies of your receipts or other “manual” documents. This way, you will be able to document your expenses.

MATCH: Keep track of cash and/or in-kind match amount as it is described in your budget (Exhibit B) because it must be documented in your Financial Closeout Report.

MILESTONE: Milestones are considered significant actions or events marking important progress or change in the stage of development of the project.

QUARTERLY REPORTS: This report includes two sections; a progress section that provides a status report on the progress of activities and tasks identified in the scope of work; and an expense section for reimbursement of costs each quarter. The quarterly reports are due thirty (30) days after the end of each quarter. Quarterly reports must be submitted even if no work was completed towards tasks or if no expenses were incurred during the quarter.

SCOPE OF WORK: Keep track of your activities as they relate to the scope of work you provided (Exhibit A). You will have to document the progress when submitting your Quarterly Reports and Closeout Report.

START DATE: The start date of this agreement (same as effective date) is the date of the COUNTY signatory. Expenses can be posted as of the start date of your agreement but not sooner. Any work performed or costs incurred prior to the effective date of this agreement will be at the sole expense of the RECIPIENT.

EXHIBIT E: FUNDING AUTHORITY

The funding authority for this AWARD comes from the COUNTY, through its Department of Natural Resources and Parks, which operates a regional system of sewage treatment and conveyance facilities for which it collects charges from local governments. Said charges constitute the source of revenue for operation of the COUNTY's sewage treatment system. By agreement with said local governments, this revenue can be used only to fund expenditures that are related to the development, operation, maintenance, and replacement and improvement of said system. By budget authority, the COUNTY funds activities related to the regional water quality objectives advanced by the development of the sewage treatment system.