

MOTION NO. 8927

A MOTION authorizing the King County Executive to enter into an agreement with the Washington State Department of Ecology regarding the joint funding of a water quality restoration study of Cottage Lake.

WHEREAS, the Washington State Legislature has created the Centennial Clean Water Fund for the joint funding of water quality improvement plans and projects with other public agencies in the state pursuant to RCW 70.146, and

WHEREAS, state requirements include a twenty-five percent local match for monies received, and

WHEREAS, historical water quality data indicate that Cottage Lake has had frequent, intensive algal blooms, excessive aquatic plant growth, and is considered nutrient rich (or eutrophic), and

WHEREAS, the north end of Cottage Lake is undergoing development as a shoreland recreational facility which will serve as a new King County park, and

WHEREAS, the King County department of public works has applied for and been offered a Centennial Clean Water Fund grant by the Washington State Department of Ecology to perform a phase I restoration analysis of Cottage Lake, in north central King County;

NOW, THEREFORE, BE IT MOVED by the Council of King County:

The county executive is hereby authorized to enter into an agreement in substantially the form attached with the Washington State Department of Ecology to accept grant funding for a Phase I Restoration Analysis of Cottage Lake.

PASSED this 8th day of March, 1993.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Cynthia Sullivan
VICE Chair

ATTEST:

Gerald A. Peter
Clerk of the Council

Attachments:

- A. Centennial Clean Water Fund Grant Agreement between the Washington State Department of Ecology and King County

CENTENNIAL CLEAN WATER FUND
GRANT AGREEMENT
BETWEEN THE
STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
KING COUNTY

THIS is a binding agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as the "DEPARTMENT" and King County, hereinafter referred to as the "RECIPIENT". The purpose of this agreement is to provide funds to the RECIPIENT to carry out the activities described herein.

Project Title: Cottage Lake Phase I Diagnostic/Feasibility Study

Grant Number: G9300 _____

RECIPIENT Name and Address: King County, Surface Water Management Division
400 Yesler Way - Room 400
Seattle, Washington 98104-2637

RECIPIENT Authorized Representative and Title: Tim Hill
King County Executive

RECIPIENT Contact and Telephone Number: Jim Kramer (206) 296-2637
SCAN 667-2637

DEPARTMENT Address: P.O. Box 47600
Olympia, Washington 98504-7600

DEPARTMENT Project Officer and Telephone Number: Allen Moore
(206) 459-6063\SCAN 585-6063

The source of funds provided by the DEPARTMENT is:
Centennial Clean Water Fund Program FY 93
Freshwater Lake Activities Subcategory

Total Project Cost	\$237,000
Total Eligible Project Cost	\$237,000
DEPARTMENT Share	\$177,750
RECIPIENT Share	\$ 59,250

DEPARTMENT Maximum Grant Percent: Seventy-five percent

The effective date of this grant agreement shall be the date this agreement is signed by the DEPARTMENT's Water Quality Financial Assistance Program Manager. Any work performed prior to the effective date of this agreement without prior written authorization and specified in the Special Terms and Conditions will be at the sole expense and risk of the RECIPIENT.

This agreement shall expire no later than December 31, 1994.

RECIPIENT NAME: KING COUNTY SURFACE WATER MANAGEMENT
 PROJECT TITLE: COTTAGE LAKE PHASE I DIAGNOSTIC\FEASIBILITY STUDY
 GRANT NUMBER: TAX G9300

PROJECT COSTS

BUDGET OBJECTS	TOTAL
1. Cottage Lake Phase I Restoration Project.....	\$237,000*
SUB-OBJECTS:	
1.1 Salaries/Benefits.....	\$ 92,053
1.2 Goods/Services/Supplies.....	\$ 22,704
1.3 Contracts	\$112,000
1.4 Travel	\$ 720
1.5 Indirect	\$ 9,523
Total Eligible Project Cost	\$237,000
* DEPARTMENT Fiscal Office will track to the Total Eligible Project Costs	
MATCHING REQUIREMENTS	
Total Project Cost	\$237,000
Total Eligible Project Cost	\$237,000
DEPARTMENT Share (75 percent)	\$177,750
RECIPIENT Share (25 percent)	\$ 59,250
Cash (not less than)	\$ 48,490
In-Kind (not more than)	\$ 10,760

Indirect Rate: The indirect rate shall be fifteen percent of salaries and benefits incurred while conducting project related work.

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The RECIPIENT will submit quarterly and annual project progress reports. Progress reports will document project accomplishments, problems encountered, future actions, updated cash flow projections, raw data summaries, and any other pertinent information. Quarterly reports shall be submitted according to the schedule in Section I. of the General Terms and Conditions (i.e., progress reports 30 days after quarter, quarterly billings 60 days after quarter). Annual progress reports will replace the regular quarterly progress report during the fourth quarter.

Approximate Cost: \$40,486

Anticipated Completion Date: December 31, 1994

Required Performance:

1. Quarterly reports;
2. Annual reports; and
3. Invoice vouchers.

TASK 2 - Public Involvement and Education

Public involvement and education will be accomplished by:

- 1) Establishing a technical advisory committee (TAC) with the Friends of Cottage Lake, the Watertenders, the Community Council of Cottage Lake Park, King County and State agency representatives, and other interested parties within the watershed;
- 2) Regular meetings of the TAC to discuss the status and direction of the project;
- 3) Conducting a series (approximately 3-4) of public workshops, projects, and/or meetings to involve and educate watershed residents in the project; and
- 4) Developing a project sign to acknowledge the DEPARTMENT, the RECIPIENT, and other participants in the study..

Moreover, the public involvement phase gives the project team an opportunity to get input from the public on the project goals, watershed and lake conditions, monitoring program and results, restoration alternatives, and recommendations for the management plan.

Approximate Cost: \$21,853

Anticipated Completion Date: December 31, 1994

RECIPIENT NAME: KING COUNTY SURFACE WATER MANAGEMENT
 PROJECT TITLE: COTTAGE LAKE PHASE I DIAGNOSTIC\FEASIBILITY STUDY
 GRANT NUMBER: TAX G9300

Approximate Cost: \$119,536

Anticipated Completion Date: April 30, 1994

Required Performance:

1. Monitoring Plan;
2. Background Data Report;
3. Raw data;
4. Phosphorus budget;
5. Water budget; and
6. Wetland Assessment.

TABLE 1: LIMNOLOGICAL, BIOLOGICAL AND HYDROLOGIC MONITORING

COMPONENT	SAMPLING FREQUENCY	STATIONS	PARAMETERS
In-lake	Monthly: Oct-Mar Biweekly: April-Sept	1 station, deep spots, each meter, triplicate TP* at surface, mid-depth, and bottom	Temperature, pH, Dissolved Oxygen, Conductivity, Total Phosphorus, Soluble Reactive Phosphorus, Nitrite+Nitrate-Nitrogen, Ammonia, Total Nitrogen, Turbidity, Alkalinity
	Same	1 station	Secchi depth
	Same	1 station, surface (1M), water column, triplicate chl a*	Chlorophyll a, Phaeophytin a, Phytoplankton species, biovolume, and identification
	Same	1 station, vertical tow	Zooplankton species, enumeration, and identification
	monthly	1 station, surface only	Fecal Coliform
	Three times during bloom	1 station	Mouse toxicity for blue-green algae

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Table 1 Continued			Total Phosphorus, Soluble Reactive Phosphorus, Nitrite+Nitrate- Nitrogen, Ammonia, Total Nitrogen,
Precipitation	Monthly	2 stations, composited	
Macrophytes	Once	6 transects, 10 samples/transec t	Species, Biomass, Total Phosphorus, Areal Mapping
Benthic Invertebrates	Bimonthly, growing season	Three sites, bottom grab	Density, identification to genus except for chironomids and oligochaetes
Fisheries	Two times, spring and fall	selected sites	Age class, condition factor, diversity, gut analysis
Hydrology	Biweekly: Oct- Mar Monthly: April- Sept	Lake level Inflow and Outflow Monitoring wells Rain Gauge	Volume Fluctuations Total Discharge Water level Total Precipitation
Septic Tank Inputs	Survey	to be determined	to be determined

*Triplicate samples of in-lake TP at surface, mid-, and bottom depths; inflow TP; and chlorophyll a will be used to assess the variation in the sample media with respect to site, depth, and/or season.

**Total and dissolved.

TASK 4 - Restoration Alternatives Analysis

Lake restoration alternatives will be evaluated by a private consultant using a non-steady state mass balance model for phosphorus which incorporates internal loading. The consultant will be responsible for taking the products of Task 3 and developing the lake phosphorus model for Cottage Lake. The

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The final report will be prepared by the consultant in conjunction with the RECIPIENT. The report shall incorporate King County's, the TAC's, and all other interested parties comments and revisions to the draft report. The report design and format shall be consistent with other products of the King County Surface Water Management Division. The RECIPIENT will submit fifteen (15) copies of the final report to the DEPARTMENT by September 30, 1994.

Approximate Cost: \$14,895

Anticipated Completion Date: September 30, 1994

Required Performance:

1. SEPA Checklist; and
2. Final Report.

SPECIAL TERMS AND CONDITIONS

1. Budget Object Billing. The RECIPIENT shall bill the DEPARTMENT for eligible project costs using a budget object format as supported by Budget Activity Reporting System (BARS) or similar documentation. All in-kind contributions must follow this format, as well. If RECIPIENT performance becomes the subject of a dispute, the total dollar amount indicated for each task element shall become the financial basis for partial payment or repayment.
2. Consultant Agreements. The RECIPIENT shall certify by letter to the DEPARTMENT that all applicable requirements have been satisfied in the procurement of professional services and eligible and ineligible costs are separated and identified. The RECIPIENT shall submit a copy of the final negotiated agreement to the DEPARTMENT for eligibility determination.
3. Equipment Rental. All equipment rental shall be approved in writing by the DEPARTMENT and rental fees shall be established prior to reimbursement.
4. Interlocal Agreements. The Recipient certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or will be, consistent with the terms of this grant agreement and Chapter 39.34 RCW "Interlocal Cooperation Act".
5. Minority and Women's Business Participation. The RECIPIENT agrees to utilize to the maximum extent possible, minority owned and women owned businesses in purchases and contracts initiated after the effective date of this agreement.

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"Guidelines and Specifications for Preparing Quality Assurance Project Plans," (May 1991). The Monitoring Plan must describe in detail the organization and objectives of the project and procedures to be followed to ensure that the data generated will serve to meet those objectives. The Monitoring Plan must also describe the procedures which will be used to document and report the estimated accuracy of the data. The Monitoring Plan will provide information in the following areas:

- A. Title page with provision for approval signatures of the RECIPIENT, the Project Manager, and if desired the DEPARTMENT's Environmental Investigations and Laboratory Services Program;
- B. Project description;
- C. Project organization;
- D. Data quality objectives;
- E. Sampling procedures;
- F. Analytical procedures;
- G. Quality control procedures;
- H. Data handling protocols; and
- I. Data assessment procedures.

The Monitoring Plan must be submitted for review and approval by the DEPARTMENT prior to the commencement of data collection activities.

7. Payment Cashflow Projections. The RECIPIENT shall prepare an estimate of expenditures by quarter and submit this estimate to the DEPARTMENT. Payment Cash Flow Projection forms will be provided by the DEPARTMENT. Initial cash flow projections are due when the first invoice is submitted. Cash flow estimates shall be submitted with every quarterly report and revised and/or updated whenever major changes occur.
8. Quarterly Reports. Each Quarter the RECIPIENT shall submit a project status report. The report shall be submitted with the current payment request.
9. Water Quality Monitoring. Samples collected through water quality monitoring activities under this grant or loan shall be analyzed by an environmental laboratory accredited by the DEPARTMENT. When an accredited laboratory is not locally available and a hardship is placed upon the RECIPIENT to fulfill this requirement, a laboratory quality assurance plan shall be submitted by the RECIPIENT for review and approval by the DEPARTMENT. This plan shall include laboratory operations, data quality objectives, analytical procedures, internal quality control checks, data assessment procedures, performance audits, and quality assurance reports. The DEPARTMENT shall approve all quality assurance/quality control procedures prior to the initiation of field data collection as set forth in this project.

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ALL WRITINGS CONTAINED HEREIN

This agreement, the appended GENERAL TERMS AND CONDITIONS, the DEPARTMENT's current edition of Administration Requirements for Ecology Grants and Loans, and the Centennial Clean Water Fund program guidelines, contain the entire understanding between the parties, and there are no other understandings or representations set forth or incorporated by reference herein. No subsequent modification(s) or amendment(s) of this agreement shall be of any force or effect unless signed in writing by authorized representatives of the RECIPIENT and DEPARTMENT and made a part of this agreement; EXCEPT, that in relation to change of Project Officer, the DEPARTMENT may modify or amend this agreement without the signature of the RECIPIENT.

IN WITNESS WHEREOF, the parties hereby execute this Grant:

STATE OF WASHINGTON
 DEPARTMENT OF ECOLOGY

KING COUNTY

 ALLEN W. MOORE DATE
 PROJECT OFFICER

 TIM HILL DATE
 KING COUNTY EXECUTIVE

 CHERYL L. STRANGE DATE
 PROGRAM MANAGER
 WATER QUALITY FINANCIAL ASSISTANCE

APPROVED AS TO FORM ONLY
 ASSISTANT ATTORNEY GENERAL