

CONTRACT FACE SHEET

Grant Type: Federal
 State
 Local

Status: New Renewal
 Amendment Cancellation

***Funding Source:** Local/Other _____

***Administrative Agency:** King County Flood Control _____

***Funding Agency:** King County Flood Control District _____

***Project Name:** 148th Ave SE at Larsen Lake Flood _____

***Department:** Transportation _____

JDE Project Number: 419680001.337090.0902 JDE PO# 2212834.000 _____

JDE Vendor Number: 804086 _____

Original Effective Date: 01/01/2022 _____

Agreement Termination Date: 12/31/2023 _____

Budget Fund: 3680 _____

CIP Plan Number: PW-M-21 _____

Ordinance Number: 6650 _____

Resolution Number: _____

Grant Number: FCD2022-4.01 _____

Clerk's Receiving #: _____

Related Clerk's Receiving #: _____

*Denotes mandatory fields.

Face Sheet Date: _____

Scan Date: _____

Index Date: _____

CR #: _____ Date: _____ Loc: _____ PO #: 2212834.000



City of Bellevue
Finance & Asset Management - Contracting Services
425-452-7876

Grant Agreement Routing Form

Current Agreement Information

Grant Title:
King County Flood Control Zone District CIP
Grant Description:
King Co Flood Control District direct CIP project funding
Grant Form:
New

Grant Type:
Local
Document Type: Funding Agreement
Grantor Contact: Michelle Clark
Grant Manager Email: michelle.clark@kingcounty.gov
Original Amount: \$400,000.00
Amended Amount: NaN

Grant Information:
Project Name:
148th Ave SE at Larsen Lake Flood
Department:
Transportation

COB Grant Manager:
Mia Waters
Are matching funds required on this project? No

Granting Organization Information:

Funding Agency: King County Flood Control

Direct Funded or Pass Through? Direct Funded
Administrative Agency: King County Flood Control
Administrative Agency JDE Vendor #: 804086
CFDA # (only Federal):

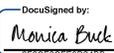
Grant Terms:

Original Effective Date: 01/01/2022 (actual date) **End Date:** 12/31/2023 (estimated date)

Council Approval:

Council Award Date: 2/14/2022 **Ordinance #:** 6650 **Resolution #:**

Route:

	<u>Approvers Name or Designee</u>	<u>Signature</u>	<u>Date Signed</u>
Accounting Reviewer:	Abigail Richardson		3/22/2022
Procurement Services:	Angela Carlson		3/22/2022
Information Technology:	NA		
Legal Reviewer:	Monica Buck		3/22/2022
Insurance Reviewed By:	Peter Bourgeault		3/22/2022
Dept. Director/Designee:	Brad Miyake		3/27/2022
City Clerk's Office:			

Document Management Information:

CIP Plan #: PW-M-21

Budget Fund:

3680

Funding Source: Local/Other

JDE Project Number:

Explanation:

Budget Information:

Year	Description	JDE Account Number	Amount
2022	CIP PW-M-21	419680001.337090.0902	\$400,000.00

Additional Comments:



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

FCD Resolution FCD2022-04

Proposed No. FCD2022-04.1

Sponsors

1 A RESOLUTION approving an interlocal
 2 agreement with the city of Bellevue regarding the
 3 148th Ave SE at Larsen Lake Flood Mitigation
 4 Project.

5
 6 WHEREAS, the 148th Avenue corridor is the only major north-south arterial in
 7 east Bellevue, a federally designated T-3 truck route, and a critical commuting and
 8 emergency services access route between Interstate 90 and State Route 520 with average
 9 daily traffic over 33,000 vehicles; and

10 WHEREAS, between 1999 and 2019, 148th Avenue SE has been fully or partially
 11 closed on 23 separate occasions due to flooding caused by moderate to heavy rain or long
 12 duration rain events between SE 8th Street and Main Street. Adjacent corridors are
 13 impacted by the closures of 148th Avenue SE run through residential areas and do not
 14 have the capacity to manage the additional vehicles, causing major traffic and safety
 15 issues. In addition to roadway impacts and closures on 148th Avenue SE, the impacts of
 16 flooding are more widespread, threatening park lands, blueberry fields, and nearby
 17 residences; and

18 WHEREAS, the city of Bellevue ("Bellevue") and the King County Flood Control
 19 Zone District ("District") have identified the need to reduce or eliminate roadway
 20 flooding on 148th Avenue SE, between SE 8th Street and Main Street, adjacent to Lake

FCD Resolution FCD2022-04

21 Hills Greenbelt, also known as Larsen Lake, as a flood risk reduction project necessary to
22 increase the level of flood protection to Bellevue residents; and

23 WHEREAS, the project will initiate preliminary design to progress toward
24 construction of best drainage treatments and resilient design to reduce or eliminate
25 roadway flooding on 148th Avenue SE, between SE 8th Street and Main Street
26 ("Project"); and

27 WHEREAS, the District has included the Project in its CIP and budget, in a total
28 amount of \$400,000; and

29 WHEREAS, Bellevue has agreed to serve as the District's service provider for the
30 Project;

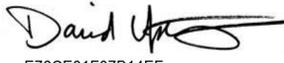
31 NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
32 SUPERVISORS OF THE KING COUNTY FLOOD CONTROL ZONE DISTRICT:

33 SECTION 1. The board of supervisors approves the "Agreement" for 148th Ave
34 SE at Larsen Lake Flood Mitigation Project between the King County Flood Control

FCD Resolution FCD2022-04

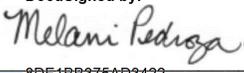
- 35 Zone District and the City of Bellevue, "Attachment A" to this resolution, and authorizes
36 the chair to sign the agreement.

KING COUNTY FLOOD CONTROL ZONE
DISTRICT
KING COUNTY, WASHINGTON

DocuSigned by:

E76CE01F07B14EF...

Dave Upthegrove, Chair

ATTEST:

DocuSigned by:

8DE1BB375AD3422...

Melani Pedroza, Clerk of the District

Attachments: A. Agreement for 148th Ave SE at Larsen Lake Flood Mitigation Between the King County Flood Control Zone District and the City of Bellevue

**AGREEMENT FOR 148TH AVE SE AT LARSEN LAKE FLOOD MITIGATION
BETWEEN THE KING COUNTY FLOOD CONTROL ZONE DISTRICT
AND THE CITY OF BELLEVUE**

THIS AGREEMENT FOR THE 148TH AVE SE AT LARSEN LAKE FLOOD MITIGATION (“Agreement”), at River Mile 5.64, is entered into on the last date signed below, by and between the CITY OF BELLEVUE, a Washington municipal corporation (“City”), and KING COUNTY FLOOD CONTROL ZONE DISTRICT, a quasi-municipal corporation of the State of Washington (“District”) (collectively, the “Parties”).

RECITALS

A. WHEREAS, the King County Flood Control Zone District is a quasi-municipal corporation of the State of Washington, authorized to provide funding and support for flood risk reduction projects within King County.

B. WHEREAS, the 148th Avenue corridor is the only major north-south arterial in east Bellevue, a federally designated T-3 truck route, and a critical commuting and emergency services access route between Interstate 90 and State Route 520 with average daily traffic over 33,000 vehicles.

C. WHEREAS, between 1999 and 2019, 148th Avenue SE has been fully or partially closed on 23 separate occasions due to flooding caused by moderate to heavy rain or long duration rain events between SE 8th Street and Main Street. Adjacent corridors that are impacted by the closures of 148th Avenue SE run through residential areas and do not have the capacity to manage the additional vehicles, causing major traffic and safety issues. In addition to roadway impacts and closures on 148th Avenue SE, the impacts of flooding are more widespread, threatening park lands, blueberry fields, and nearby residences.

D. WHEREAS, the District has identified the need to reduce or eliminate roadway flooding on 148th Avenue SE, between SE 8th Street and Main Street, adjacent to Lake Hills Greenbelt, depicted on Exhibit A hereto, also known as Larsen Lake, as a flood risk reduction project necessary to increase the level of flood protection for King County’s residents and has included it for funding for 2021.

E. WHEREAS, the initial project will initiate preliminary design to progress toward construction of best drainage treatments and resilient design to reduce or eliminate roadway flooding on 148th Avenue SE, between SE 8th Street and Main Street. This Agreement covers work necessary to complete the preliminary design of a selected alternative, including but not limited to, City project management, consultant project management, surveying, site assessment and data collection, coordination with other agencies franchise utilities and stakeholders, hydrologic and hydraulic modeling, environmental documentation, permit coordination, public

involvement/outreach, engineering reports, preliminary/conceptual design, and cost estimate (the “Project”).

F. WHEREAS, the Parties agree that time is of the essence in the implementation of this Agreement in order to enable the City to start developing and implementing a design that would substantially reduce the frequency of flooding of said road segment and the traffic congestion and other undesirable affects caused by frequent road closures.

G. WHEREAS, the King County Water and Land Resources Division (“WLRD”) is a service provider to the District under the terms of an Interlocal Agreement between the District and King County, and pursuant to that Agreement, WLRD provides contract management and technical expertise for the District for District-funded projects, and will serve in this capacity for the Project.

AGREEMENT

Based upon the foregoing, the Parties agree as follows:

1. **Incorporation of Recitals.** All recitals above are hereby incorporated and ratified as part of this Agreement.

2. **Scope of Agreement.** The District agrees to provide funding for the Project not to exceed the total amount of Four Hundred Thousand Dollars and No Cents (\$400,000.00) (“Funds”), subject to the terms of this Agreement. The Funding shall be available for the Project as follows:

2.1. **Submission of a Charter.** The City shall prepare and submit for District approval of a Project Charter in conformance with WLRD’s Project Management Manual. Work performed to prepare the Project Charter shall be eligible for District Funds, pursuant to the terms of this Agreement.

2.2. **Project Scope of Work.** Upon the District’s approval of the Project Charter, the Charter shall be automatically incorporated into this Agreement as Exhibit B hereto, without further action by either party. Subject to Section 2.1, the Funds shall only be used by the City for the performance of the Project, and specifically those tasks identified in the Project’s Charter, attached hereto as Exhibit B, and incorporated herein by this reference. Modifications to and deviations from the Charter by the City shall require advance written approval from the District.

3. **Term.** This Agreement shall be effective upon mutual execution of this Agreement (“Effective Date”). The Agreement shall terminate upon completion of the tasks identified in the Project’s Charter, unless earlier terminated in accordance with the terms of this Agreement; provided, if the District does not approve a Project Charter within two (2) years of the Effective Date, the Agreement shall automatically terminate.

Attachment A

3.1. The District may terminate this Agreement at any time by written notice to the City, provided that, unless termination is for cause, the City may continue to submit reasonable requests for reimbursement up to the amount of funds appropriated in an approved District budget for work that was performed prior to the date of termination, provided the City's consultant contract(s) shall be consistent with the parties' right to terminate this Agreement.

3.2. The City may terminate this Agreement at any time by written notice to the District, provided that the District shall have no obligation to provide Funds for work occurring after the date of termination.

3.3. The Funds were appropriated in the District's 2021 Budget for a total of \$400,000.00. To the extent that the Project requires future appropriations or carryover to a future budget year by the District, the District's obligations are contingent upon the appropriation of sufficient funds. If no such appropriation is made, this Agreement will terminate at the close of the appropriation year for which the last appropriation that allocated Funds under this Agreement was made.

4. Permitting and Compliance. At all times relevant to the City's performance under the terms of the Agreement, the City shall comply with all applicable federal, state and local laws and regulations. The City shall obtain and be responsible for all necessary local, state, and federal permits and approvals for the Project, and shall fully comply with all applicable requirements and conditions thereof.

4.1. The City shall obtain and be responsible for all necessary property rights, special use permits, easements, or property acquisitions. Access to private properties for the Project are the sole responsibility of the City, and the District shall notify the City when District access is necessary to effectuate the District's performance under this Agreement.

4.2. Compliance with Laws and Regulations. The City shall be responsible for compliance with all applicable laws and regulations, and for obtaining all required permits, approvals and licenses in connection with the Project, including compliance with all applicable laws and regulations pertaining to the City's Request for Qualification (RFQ) and the consultant selection process, and management of the Public Works construction contract advertisement, bidding and award process.

4.3. Inspections. The District, including its service provider WLRD, may provide technical assistance to the City and coordinate with the City as required on work needed within King County jurisdiction. The District, including its service provider WLRD, shall have the right to inspect the City's Project and Project at the District's request.

4.4. Discriminatory Practices Prohibited. Throughout the term of this Agreement, the City shall fully comply with all equal employment and nondiscrimination provisions of applicable local, state and federal laws.

Attachment A

4.5. If the City's personnel or its contractors, subcontractors and agents will either (a) have in-person contact with WLRD personnel during performance of the Project, or (b) enter King County property or facilities during performance of the Project, or both, the City will require the City's personnel, contractors, subcontractors and agents who will have in-person contact with WLRD personnel or who enter King County property or facilities to be fully vaccinated against Covid-19 consistent with King County Executive Order ACO-8-28-EO (Covid_Exec_Order_ACO_8_28_EO.ashx (kingcounty.gov)) (Executive Order). The City shall be responsible for the full COVID-19 vaccination verification of its personnel, contractors, subcontractors and agents by obtaining proof of full vaccination against Covid-19 listed in Section 2.a of the Executive Order for each individual who meets conditions (a) or (b) outlined above. The City shall not be required to submit the Attestation Form referenced in the Executive Order, but failure by the City to comply with this provision shall be considered a material breach of this Agreement.

5. Document Sharing. Upon completion of work, the City shall share with WLRD all studies, design materials, and supporting documentation concurrent with final billing. These materials may be used and/or referenced by WLRD to further improvements needed to address flooding in this location.

6. Impact on Other Reaches or Segments. The District and the City agree that the Project under this agreement shall not have a detrimental effect on other reaches of Kelsey Creek including Larsen Lake and the surrounding wetlands. The improvements shall be deemed not to have such a detrimental effect where the improvements fully protect the conveyance capacity of the adjacent drainage system and provide flood protection for 148th Avenue NE between SE 8th Street and Main Street during a 100-year flood event.

7. District Review. The City shall review and adhere to the requirements for service providers as set forth in District Resolution FCD 2021-16 and outlined in this Section 7. In addition, the City shall use the WLRD's Project Management Manual (the "Manual") as a guide for project management and documentation of the Project. The City shall provide such documentation to King County upon request. The City shall submit a Project Charter for review and approval by the District's Executive Committee (which shall become Exhibit B hereto when approved) and shall request prior approval from the District's Executive Committee for initiation of the Project. The City shall include in the Project Charter a schedule of the material and significant events and actions for the Project, which events and actions shall include, but not be limited to, data collection, hydraulic and hydrologic modeling, alternatives screening and analysis, preliminary cost estimates, feasibility assessment, conclusions, recommendations, and conceptual drawings. Consistent with Exhibit B hereto, the City shall not proceed to the following milestones until the District has reviewed and approved of interim products consistent with the District's Capital Project Review Protocols and as follows:

Attachment A

- a. An Alternatives Analysis Report characterizing existing conditions, hazards and risks to the subject and adjacent properties; identifying various alternatives and costs/benefit scenarios for this part of this study. This step provides the City and the District the opportunity to review and approve any improvements or measures that the consultant would analyze in further detail.
 - b. A 30% design, cost estimate and schedule for purposes of baselining these elements of the project and obtaining District approval to proceed with final design and construction.
 - c. A draft Basis of Design (BOD) Report providing the rationale and supporting documentation for the 30% design.
 - d. 60% and 90% design drawings, updated cost estimates and schedules, and any updates to the BOD Report at these milestones.
 - e. Final design drawings, technical specifications, and cost estimate (bid package) for construction and the final BOD Report. The final BOD report shall include all supplemental information and documentation of studies performed to support the design including the alternatives analyses, cost-benefit analysis, any applicable hydraulic modeling results, geotechnical studies, surveys, conclusions and recommendations.
 - f. Upon approval of Project design by the District, the City shall solicit bids for construction of the Project. If the City receives a bid for the Project that is acceptable to the City and that will not cause the City's total Project costs under this Agreement to exceed the amount authorized by the District, the City may award the contract and construct the Project without the need to obtain specific approval from the District for the bid, the construction contract, or any change orders. If the City does not receive an acceptable bid(s) and the City's costs would exceed the amount authorized by the District, and the District does not appropriate additional funding and an amendment to this Agreement, this Agreement shall immediately terminate. In the event of a termination pursuant to this provision, the City may continue to submit reasonable requests for reimbursement up to the amount of funds appropriated in an approved District budget for work that was performed prior to the date of termination.
8. Retention and Review of Documents. The City agrees to maintain documentation of all planning, modeling, analysis, and design of the Project sufficient to meet District and state audit standards for a capital project, recognizing that the costs of the Project are paid for in whole or in part by the City and the District. The City agrees to maintain any additional documentation that is requested by the District. City contracts and internal documents shall be made available to the District for review and/or independent audit upon request. The Parties shall retain all records

in accordance with the Washington State Retention Schedules and shall comply with the Washington State Public Records Act, Ch 42.56.RCW. The City shall submit to the District the final report of this Project, in a form and with detail required by the District.

9. Payment of Funds. The City may submit for reimbursement from the Funds of City actual and reasonable costs and expenses incurred on or after January 1, 2021 for the Project. Requests for reimbursement shall be submitted and reviewed consistent with the procedures, requirements and restrictions set out in this Agreement and the District's relevant policies and procedures.

9.1. No more than once a quarter, the City may submit requests for reimbursement of City actual and reasonable costs and expenses incurred on or after January 1, 2021 for the Project. The requests shall be in a form and shall contain information and data as required by the District. In connection with submittal of requests for reimbursement, the District may require the City to provide a status or progress report concerning submittal, preparation or completion of any document or work required by this Agreement.

9.2. The District shall review the requests to confirm that they are reimbursable and payable under this Agreement. The District shall endeavor to complete such review within thirty days of receipt of a request in order to determine whether they are reimbursable and payable under this Agreement. The District shall forward a response to the requested reimbursement to the City within forty-five days of the City's request.

9.3. The District may postpone review of a City request for reimbursement where all or any part of the request is unreasonable, inaccurate or incomplete. The District shall notify the City of any inaccuracies or incompleteness within thirty (30) days of receipt of the request. The City shall provide all additional information or data within thirty (30) days of the District's request for such additional information or data. If the request is still unreasonable, inaccurate or incomplete in the opinion of the District, the dispute shall be resolved in accordance with the terms herein.

9.4. The District may postpone payment of any request for reimbursement, up to a maximum of five percent (5%) of the request, where the City is delinquent in submittal, preparation or completion of any document or work required by this Agreement.

9.5. The parties agree that if the Project funding provided by the District is insufficient to reimburse the City in full for its costs, the City shall not be obligated to complete the Project and shall have the option to terminate this Agreement by notifying the District of such termination in writing. If the City terminates this Agreement under the provisions of this subsection, the District shall continue to receive and review City requests for reimbursement for work that occurred prior to termination.

10. General Provisions.

10.1. Third Parties. This Agreement and any activities authorized hereunder shall not be construed as granting any rights or privileges to any third person or entity, or as a guarantee or warranty of protection from flooding or flood damage to any person, entity or property, and nothing contained herein shall be construed as waiving any immunity to liability to the City, the District or King County, granted under state statute, including Chapters 86.12 and 86.15 RCW, or as otherwise granted or provided for by law.

10.2. Liens and Encumbrances. The City acknowledges and agrees that it will not cause or allow any lien or encumbrance arising from or related to the Project authorized by this Agreement to be placed upon the real property interests of King County and the District. If such lien or encumbrance is so placed, King County and the District shall have the right to remove such lien and charge back the costs of such removal to the City.

10.3. Indemnification. The City shall defend, indemnify and hold harmless the District and King County, and all of their officials, employees, principals, agents and insurers, from any and all claims, demands, suits, actions, losses, costs, attorney fees and expenses, fines, penalties and liability of any kind, including but not limited to injuries to persons or damages to property, relating to, in connection with, or arising out of, whether directly or indirectly, or as a consequence of, the Project, this Agreement, the City's use of the Funds, or the City's exercise of its obligations, rights or privileges under this Agreement.

The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under industrial insurance, Title 51 RCW, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated.

The City's obligations under this Section shall survive any termination of this Agreement.

10.4. Insurance. The City shall require its contractors, subcontractors and agents to maintain insurance as required by Bellevue in its standard contracts, and to name District as an additional insured on their required insurance. The City shall also either require any professional services consultants, subconsultants, contractors or subcontractors to carry appropriate levels of Professional Liability insurance coverage during the course of design, engineering, and construction of the City may itself acquire such insurance or self-insure the work. Upon request, the City shall provide a letter evidencing its self-insured status. The City's obligations under this Section shall survive any termination of this Agreement.

Attachment A

10.4.1. The City's insurance coverage shall be primary insurance with respect to the District. Any insurance, self-insurance, or insurance pool coverage maintained by the District shall be in excess of the District's insurance and shall not contribute to it.

10.4.2. The City shall waive its rights of subrogation against the District for all claims and suits.

10.4.3. The coverage shall apply separately to each insurance against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

10.4.4. Upon receipt of notice from its insurer(s), the City shall provide the District with notice of cancellation within three (3) days. It is hereby understood and agreed that the policy may not be canceled nor the intention not to renew be stated until ninety (90) days after receipt by the District, by registered mail, of a written notice addressed to the Chair of such intent to cancel or not to renew. If the insurance is canceled or reduced in coverage, the City shall provide a replacement policy or this Agreement is immediately terminated.

10.4.5. The City's maintenance of insurance policies required by this Agreement shall not be construed to limit the liability of the City to the coverage provided in the insurance policies, or otherwise limit the District's recourse to any other remedy available at law or in equity.

10.4.6. The District reserves the right, during the term of the Agreement, to require any other insurance coverage or adjust the policy limits as it deems reasonably necessary utilizing sound risk management practices and principals based upon the loss exposures. Prior to imposing such additional coverage or adjusting existing required coverages or limits, the District shall provide reasonable notice to the City and an opportunity to provide comments, and the District shall review and consider such comments that are timely made.

10.5. Dispute Resolution. The Parties will seek to resolve any disputes under this Agreement as follows:

10.5.1. For disputes involving cost reimbursements or payments, submittal of all relevant information and data to an independent Certified Public Accountant or a Construction Claims Consultant, if agreed upon by the Parties, for a non-binding opinion as to the responsibility.

10.5.2. If the foregoing does not result in resolution and for all other disputes, the Parties may mutually select any informal means of resolution and resort will otherwise be had to the Superior Court for King County, Washington. Each Party will be responsible for its own costs and attorney's fees in connection with the dispute resolution provisions of this paragraph.

Attachment A

10.6. Entire Agreement; Amendment. This Agreement, together with Exhibit A hereto, represents a full recitation of the rights and responsibilities of the Parties and may be modified only in writing and upon the consent of both Parties. Should any conflict exist between the terms of this Agreement and the terms of the Exhibits, this Agreement shall control.

10.7. Notices, Communications and Documents. Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by either Party (collectively, "notices") shall be in writing and shall be validly given or made to the other Party if delivered either personally or by Federal Express or other overnight delivery service of recognized standing, or if deposited in the United States Mail, certified, registered, or express mail with postage prepaid, or if sent by electronic mail. If such notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given one business day after the deposit thereof with such delivery service. If such notice is mailed as provided herein, such shall be deemed given three business days after the deposit thereof in the United States Mail. If such notice is sent by electronic mail, it shall be deemed given at the time of the sender's transmission of the electronic mail communication, unless the sender receives a response that the electronic mail message was undeliverable. Each such notice shall be deemed given only if properly addressed to the Party to whom such notice is to be given as follows:

To City: Jun Suk An, Senior Project Manager
Transportation Department
City of Bellevue
450 110th Ave NE
PO Box 90012
Bellevue, WA 98009-9012
Phone: (425) 452-4230
Email: JAn@bellevuewa.gov

To District: Michelle Clark, Executive Director
King County Flood Control District
516 Third Avenue, Room 1200, W-1201
Seattle, WA 98104
Phone: (206) 477-2985
Email: Michelle.Clark@kingcounty.gov

10.8. Authority. The undersigned warrant that they have the authority duly granted by their respective legislative bodies to make and execute this Agreement. This Agreement will be approved and filed in accordance with Chapter 39.34 RCW.

Attachment A

10.9 Severability. If any word, article, section, subsection, paragraph, provision, condition, clause, sentence, or its application to any person or circumstance (collectively referred to as “Term”), shall be held to be illegal, invalid, or unconstitutional for any reason by any court or agency of competent jurisdiction, such Term declared illegal, invalid or unconstitutional shall be severable and the remaining Terms of the Agreement shall remain in full force and effect unless to do so would be inequitable or would result in a material change in the rights and obligations of the Parties hereunder.

10.10 No Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or principal-agent relationship or other arrangement between the City and the District. Neither Party is authorized to, nor shall either Party act toward third Persons or the public in any manner which would indicate any such relationship with the other.

10.11 Force Majeure. In the event either party is prevented or delayed in the performance of any of its obligations herein due to circumstances beyond its control or by reason of a force majeure occurrence, such as, but not limited to, acts of God, acts of terrorism, war, riots, civil disturbances, natural disasters, floods, tornadoes, earthquakes, unusually severe weather conditions, employee strikes and unforeseen labor or availability of materials conditions not attributable to the City’s employees or agents, neither party shall be deemed in breach of provisions of this Agreement.

10.12 Venue/Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Washington. Any action brought relative to enforcement of this Agreement, or seeking a declaration of rights, duties or obligations herein, shall be initiated in King County Superior Court. IN WITNESS WHEREOF, the parties have executed this Agreement, which shall become effective on the last date signed below.

CITY OF BELLEVUE

**KING COUNTY FLOOD CONTROL
ZONE DISTRICT**

DocuSigned by:
By: Brad Miyake
118F0090F0E7404
Brad Miyake
Its: City Manager

DocuSigned by:
By: Dave Upthegrove
E76CE01E07B14EF...
Dave Upthegrove
Its: Board Chair

DATE: 3/27/2022

DATE: 3/9/2022

APPROVED AS TO FORM:

APPROVED AS TO FORM:

DocuSigned by:
By: Monica Buck 3/22/2022
2Assistant City Attorney

DocuSigned by:
By: Charlotte Archer
F4D020A8F179422...
Charlotte Archer, Legal Counsel

Attest

NAME
City Clerk

EXHIBIT A – PROJECT VICINITY MAP

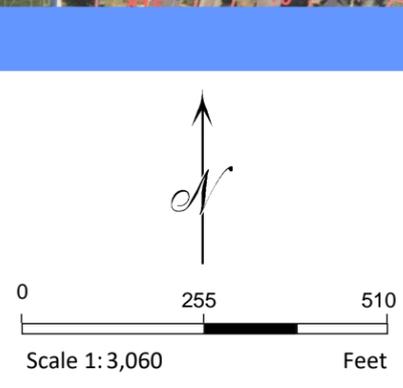
EXHIBIT B – PROJECT CHARTER

Exhibit A - Site Map

148th Ave SE at Larsen Lake Flood Mitigation



City Parks
Parcels



PW-M-21 148th Ave SE at Larsen Lake Flood Mitigation

Category: **High Quality Built & Natural Env** Status: **New**

Department: **Transportation**

Location: **148th Ave SE between SE 8th St and Main St**

Programmed Expenditures

Programmed Expenditures	Appropriated To Date	FY 2021 Budget	FY 2022 Budget	FY 2023 Budget	FY 2024 Budget	FY 2025 Budget	FY 2026 Budget	FY 2027 Budget
460,000	-	-	460,000	-	-	-	-	-

Description and Scope

The ultimate goal of this project is to substantially reduce the frequency of flooding of the only major north-south arterial in east Bellevue. This initial project will conduct a site assessment, hydraulic modeling, geotechnical and structural analyses, and initiate preliminary design to progress toward construction of best drainage treatments and resilient design to reduce or eliminate roadway flooding on 148th Avenue SE between SE 8th Street and Main Street, adjacent to Lake Hills Greenbelt, also known as Larsen Lake.

Rationale

This project is identified in King County Resolution number FCD2020-22 and provides funding to the City of Bellevue to develop preliminary engineering design for the project identified as "WLFL6 148th Ave SE Larsen Lk Bellevue." Between 1999 and 2019, 148th Avenue SE has been fully or partially closed on 23 separate occasions due to flooding caused by moderate to heavy rain or longer duration rain events between SE 8th Street and Main Street. Adjacent corridors that are impacted by the closures of 148th Avenue SE run through residential areas and do not have the capacity to manage the additional vehicles, causing major traffic and safety issues. The City of Bellevue is highly motivated to keep the 148th Avenue corridor open and operational without interruption. In addition to roadway impacts and closures on 148th Avenue SE, the impacts of flooding are more widespread, threatening park lands, blueberry fields and nearby residences.

Environmental Impacts

The terrain in the project area is a low gradient peat bog that is partially within a FEMA floodplain. The construction of this project may impact regulatory floodplain, wetland, wetland buffer and storm water.

Operating Budget Impacts

Operating costs will be determined as the project progress through design and the ultimate improvements are determined.

Project Map



Schedule of Activities

Project Activities	From - To	Amount
Project Costs	2022 - 2022	460,000

Total Budgetary Cost Estimate: 460,000

Means of Financing

Funding Source	Amount
Interlocal Contributions	400,000
Operating Transfers In	60,000

Total Programmed Funding: 460,000
Future Funding Requirements: 0

Comments

CITY OF BELLEVUE, WASHINGTON

ORDINANCE NO. 6650

AN ORDINANCE 1) amending the 2021-2027 General Capital Investment Program (CIP) Plan to create a new project entitled, 148th Avenue SE at Larsen Lake Flood Mitigation Project (CIP Plan No. PW-M-21) with total funding of \$460,000; 2) decreasing the budget for the 150th Avenue SE at SE Newport Way Project (CIP Plan No. PW-R-202) by \$60,000; 3) authorizing execution of an interlocal agreement (and supplements if necessary) with the King County Flood Control Zone District (District) to accept up to \$400,000 in King County funding to support the preliminary design of the 148th Avenue SE at Larsen Lake Flood Mitigation Project; and 4) amending the 2021-2022 General CIP Fund appropriation to increase by \$400,000.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. The 2021-2027 General Capital Investment Program (CIP) Plan, adopted by Ordinance No. 6622 on November 22, 2021, as previously amended, is hereby further amended to create a new project entitled 148th Avenue SE at Larsen Lake Flood Mitigation Project (CIP Plan No. PW-M-21), with initial funding of \$460,000, a copy of which CIP Project Description (PW-M-21) is attached hereto as Attachment A.

Section 2. The 2021-2027 General CIP Plan, adopted by Ordinance No. 6622 on November 22, 2021, as previously amended, is hereby further amended to decrease the budget for the 150th Avenue SE at SE Newport Way Project (CIP Plan No. PW-R-202) by \$60,000.

Section 3. The City Manager or his designee is hereby authorized to execute an interlocal agreement (and supplements if necessary) with the King County Flood Control Zone District (District) to accept up to \$400,000 in King County funding to support the preliminary design of the 148th Avenue SE at Larsen Lake Flood Mitigation Project, a copy of which agreement has been given Clerk's Receiving No. _____.

Section 4. The appropriate administrative officials of the City are hereby authorized to receive monies and to expend the same.

Section 5. The City Manager or his designee shall have responsibility for the administration of said funds and expenditure of said funds received pursuant to said Agreement and shall have all authority necessary to enter into agreements regarding the use thereof.

Section 6. The City Manager or his designee is hereby further authorized to execute all documents necessary or appropriate to fulfill the terms of the Agreement authorized in Section 3.

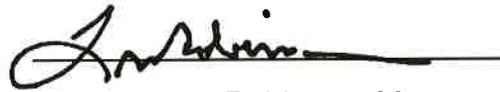
Section 7. The 2021-2022 General CIP Fund, as adopted by Ordinance No. 6622 on November 22, 2021, as previously amended, is hereby further amended to increase the appropriation by \$400,000.

Section 8. If the actual revenue received shall be more or less than the anticipated amount set forth herein, the appropriations to the CIP Fund and Plan shall be adjusted to be equal to the amount actually received.

Section 9. This Ordinance shall take effect and be in force five (5) days after its passage and legal publication.

Passed by the City Council this 14th day of FEBRUARY, 2022 and signed in authentication of its passage this 14th day of FEBRUARY, 2022.




Lynne Robinson, Mayor

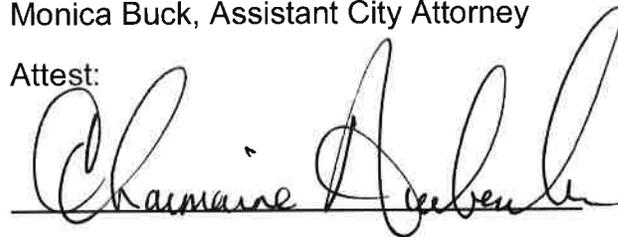
Approved as to form:

Kathryn L Gerla, City Attorney

Monica Buck

Monica Buck, Assistant City Attorney

Attest:



Charmaine Arredondo, City Clerk

Published 2/17/22

Attachment A

FY2021-2027 Capital Investment Program																																			
PW-M-21 148th Ave SE at Larsen Lake Flood Mitigation																																			
Category: High Quality Built & Natural Env			Status: New																																
Department: Transportation			Location: 148th Ave SE between SE 8th St and Main St																																
Programmed Expenditures																																			
Programmed Expenditures	Appropriated To Date	FY 2021 Budget	FY 2022 Budget	FY 2023 Budget	FY 2024 Budget	FY 2025 Budget	FY 2026 Budget	FY 2027 Budget																											
460,000	-	-	460,000	-	-	-	-	-																											
Description and Scope																																			
<p>The ultimate goal of this project is to substantially reduce the frequency of flooding of the only major north-south arterial in east Bellevue. This initial project will conduct a site assessment, hydraulic modeling, geotechnical and structural analyses, and initiate preliminary design to progress toward construction of best drainage treatments and resilient design to reduce or eliminate roadway flooding on 148th Avenue SE between SE 8th Street and Main Street, adjacent to Lake Hills Greenbelt, also known as Larsen Lake.</p>																																			
Rationale																																			
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Comments																																			

CITY COUNCIL REGULAR SESSION

Ordinance 1) amending the 2021-2027 General Capital Investment Program (CIP) Plan to create a new project entitled, 148th Avenue SE at Larsen Lake Flood Mitigation Project (CIP Plan No. PW-M-21) with total funding of \$460,000; 2) decreasing the budget for the 150th Avenue SE at SE Newport Way Project (CIP Plan No. PW-R-202) by \$60,000; 3) authorizing execution of an interlocal agreement (and supplements if necessary) with the King County Flood Control Zone District (District) to accept up to \$400,000 in King County funding to support the preliminary design of the 148th Avenue SE at Larsen Lake Flood Mitigation Project; and 4) amending the 2021-2022 General CIP Fund appropriation to increase by \$400,000.

Andrew Singelakis, Director, 452-6468
Maher Welaye, Assistant Director, 452-4879
Kyle Potuzak, Design Division Manager, 452-2027
Jun An, Senior Project Manager, 452-4230
Mia Waters, Grant Program Manager, 452-4859
Transportation Department

EXECUTIVE SUMMARY

This Ordinance creates a new project in the 2021-2027 General CIP Plan entitled, 148th Avenue SE at Larsen Lake Flood Mitigation Project and authorizes the acceptance of King County Flood Control Zone District funding to develop preliminary engineering design to reduce or eliminate roadway flooding on 148th Avenue SE, between SE 8th Street and Main Street, adjacent to Lake Hills Greenbelt, also known as Larsen Lake.

RECOMMENDATION

Move to adopt Ordinance No. 6650.

BACKGROUND/ANALYSIS

In spring 2020, the King County Flood Control Zone District (District) announced the availability of flood reduction grant funding focused on projects where the control of stormwater will have a direct benefit in reducing flooding. More specifically, the District was targeting projects that could address either existing or potential flooding that has current or potential economic impacts.

Bellevue's 148th Avenue SE at Larsen Lake Flood Mitigation Project appeared to be a good fit for the grant program objectives, as it would help the City conduct a site assessment and initiate preliminary design to reduce or eliminate roadway flooding on 148th Avenue SE (the only major north-south arterial in east Bellevue). The work would also help the City identify how to improve high water flow capacity for Larsen Lake/Lake Hills Greenbelt to Kelsey Creek where it floods 148th Avenue SE during moderate to severe storm and longer duration rainfall periods.

The following provides additional background on flooding and impacts within the area. From 1999 through 2019, 148th Avenue SE near Larsen Lake has been fully or partially closed by the City on 23 separate events following moderate to heavy rain or longer duration rain events due to high water

levels with subsequent flooding at culvert crossings in three separate locations between SE 8th Street and Main Street in the City of Bellevue. As the only major north-south arterial in east Bellevue with daily traffic over 33,000 vehicles, a designated truck route, and a critical commuting and emergency services access route between I-90 and SR 520, the City is highly motivated to keep this corridor open and operational without interruption. Adjacent corridors that are impacted by the closures of 148th Avenue SE run through residential areas and do not have the capacity to manage the additional vehicles causing major traffic and safety issues. These problems will persist and increase as the roadway continues to sink and deform existing culverts under the roadway.

In addition to roadway impacts and closures on 148th Avenue SE, the impacts of flooding are more widespread, threatening park lands, blueberry fields and nearby residences.

In 2018, the City retained Jacobs Engineering Group Inc. to conduct an initial study to investigate the source and impacts of roadway flooding on 148th Avenue SE between SE 8th Street and Main Street. As part of the study, Jacobs conducted a site reconnaissance, collected survey data, and deployed water level gauges to monitor water level throughout the affected area. This data collection and analysis was conducted to better understand the hydrology of the area, contributing factors to the 148th Avenue SE roadway flooding within the Upper Kelsey Creek corridor near Larsen Lake, and proposed mitigation measures to reduce or eliminate roadway and pedestrian path flooding.

With the Jacobs impact study complete, the next step envisioned by the City is to commence the preliminary engineering design to reduce or eliminate roadway flooding in the future. This project will also enable the City to create a healthier water drainage between Larsen Lake/Lake Hills Greenbelt and Upper Kelsey Creek, and strengthen the City's connection and understanding of community interests.

This \$400,000 King County Flood Control Zone District funding was identified for the City on November 4, 2020 through passage of King County Resolution number FCD2020-22 and provides funding in year 2021 for the project identified as "WLFL6 148th AVE SE LARSEN LK BELLEVUE." The local funding share of \$60,000 will be provided from savings identified from the 150th Avenue SE at SE Newport Way Project (CIP Plan No. PW-R-202). Together these funds will cover the preliminary design cost, estimated at \$460,000. Preliminary design work is anticipated to start in March 2022.

POLICY & FISCAL IMPACTS

Policy Impact

The acceptance of this funding and authorization of the Interlocal Agreement with the King County Flood Control Zone District is consistent with the following policy in the Transportation Element of the Comprehensive Plan:

- TR-136 directs that the City, "Support joint projects, including the contribution of City matching funds, with adjoining cities, King County, the transit providers, or the state, where such partnerships help establish or accelerate projects beneficial to the City."

Fiscal Impact

This action will amend the 2021-2027 General CIP Plan to create a new project entitled, 148th Avenue SE at Larsen Lake Flood Mitigation Project (CIP Plan No. PW-M-21) with a total project budget of

\$460,000 to conduct a site assessment, hydraulic modeling, geotechnical and structural analyses, and initiate preliminary design to progress toward construction of best drainage treatments and resilient design to reduce or eliminate roadway flooding on 148th Avenue SE, between SE 8th Street and Main Street, adjacent to Lake Hills Greenbelt, also known as Larsen Lake. Staff proposes that this project be funded by \$400,000 in King County Flood Control Zone District funds. Staff requests Council authorization tonight to execute the agreement with King County to accept those funds, and a \$60,000 budget transfer from the City's 150th Avenue SE at SE Newport Way Project (CIP Plan No. PW-R-202) which is substantially complete and has sufficient budget savings to support PW-M-21. This action will increase the 2021-2022 General CIP Fund appropriation by \$400,000.

OPTIONS

1. Adopt the Ordinance 1) amending the 2021-2027 General Capital Investment Program (CIP) Plan to create a new project entitled, 148th Avenue SE at Larsen Lake Flood Mitigation Project (CIP Plan No. PW-M-21) with total funding of \$460,000; 2) decreasing the budget for the 150th Avenue SE at SE Newport Way Project (CIP Plan No. PW-R-202) by \$60,000; 3) authorizing execution of an interlocal agreement (and supplements if necessary) with the King County Flood Control Zone District (District) to accept up to \$400,000 in King County funding to support the preliminary design of the 148th Avenue SE at Larsen Lake Flood Mitigation Project; and 4) amending the 2021-2022 General CIP Fund appropriation to increase by \$400,000.
2. Do not adopt the Ordinance and provide alternative direction to staff.

ATTACHMENTS & AVAILABLE DOCUMENTS

- A. Vicinity Map
- B. Proposed CIP Project Description (PW-M-21)
- C. CIP Project Description (PW-R-202)
Proposed Ordinance No. 6650

AVAILABLE IN COUNCIL LIBRARY

King County Flood Control District Interlocal Agreement - Draft
King County Resolution FCD2020-22

From: Procurement <procurement@bellevuewa.gov>
Sent: Tuesday, February 15, 2022 6:28 AM
To: Carlson, Angela <ACarlson@bellevuewa.gov>
Subject: FW: 2-14 Council Consent Agenda

From: CCOPacketTeam <CCOPacketTeam@bellevuewa.gov>
Sent: Monday, February 14, 2022 6:57 PM
To: Chen, Liqiong <LChen@bellevuewa.gov>; Council Liaison and Back up 12-7-2021; Dolquist, Risa <RDolquist@bellevuewa.gov>; Fok, Mozelle (Chun Yan) <MFok@bellevuewa.gov>; Hoel, Kelli <KHoel@bellevuewa.gov>; Luce, Michelle <MLuce@bellevuewa.gov>; Nam, Julie <JNam@bellevuewa.gov>; Procurement <procurement@bellevuewa.gov>; UTEProgAdmin <UTEProgAdmin@bellevuewa.gov>; Waggoner, Gregory <GWaggoner@bellevuewa.gov>; Wallo, William <WWallo@bellevuewa.gov>
Subject: 2-14 Council Consent Agenda

Good evening,

All items on the 2-14 Council Consent Agenda have been approved.

Best,

Risa Dolquist, Michelle Luce | Executive Assistants to City Council | City of Bellevue
425-452-7810 : CouncilCoordinators@bellevuewa.gov : 450 110th Avenue NE, Bellevue, WA 98004