

RESOLUTION R-3522

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF KIRKLAND THAT CERTAIN INTERLOCAL AGREEMENT WITH PUGET SOUND COUNCIL OF GOVERNMENTS, THE CITIES OF SEATTLE, BELLEVUE, REDMOND, AND KIRKLAND AND OTHER MUNICIPAL CORPORATIONS WITHIN KING COUNTY, TO COOPERATIVELY FUND THE FIRST PHASE OF THE SR-520 CROSS-LAKE CORRIDOR STUDY TO BE CONDUCTED BY THE PUGET SOUND COUNCIL OF GOVERNMENTS.

Whereas, the SR-520 Cross-Lake Corridor Study scope of work was developed by the Committee on Transportation Growth and Development of the King Subregional Council of the Puget Sound Council of Government, and

Whereas, cities and towns within King County the municipality of Metropolitan Seattle and the Washington State Department of Transportation are willing to enter into an agreement with the Puget Sound Council of Governments to help fund the first phase of the SR-520 Cross-Lake Corridor Study, now, therefore

Be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager of the City of Kirkland is hereby authorized and directed to sign on behalf of the City of Kirkland, that certain Interlocal Agreement between the cities of Seattle, Bellevue, Kirkland and Redmond, the towns of Medina, Clyde Hill, Yarrow Point and Hunts Point, King County, the municipality of Metropolitan Seattle, and the Washington State Department of Transportation and the Puget Sound Council of Governments providing for funding the first phase of the SR-520 Cross-Lake Corridor Study, and approving the scope of work to be carried out in connection with said first phase of the SR-520 Cross-Lake Corridor Study.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 2nd day of May, 1989.

Signed in authentication thereof this 2nd day of May, 1989.

David Cooper
MAYOR

ATTEST:

Janice Grey
City Clerk

DRAFT

AGREEMENT

SR-520 CROSS-LAKE CORRIDOR STUDY

THIS AGREEMENT, made and entered into this _____ day of _____, 1989, between the cities of Seattle, Bellevue, Kirkland, and Redmond, the Towns of Medina, Clyde Hill, Yarrow Point, and Hunts Point, King County, the Municipality of Metropolitan Seattle, and the Washington State Department of Transportation, hereinafter called the "PARTICIPATING AGENCIES," and the Puget Sound Council of Governments, hereinafter called the "PSCOG;"

WHEREAS, the PSCOG has included the "SR-520 Cross-Lake Corridor Study" in its Fiscal Year 1989 Unified Planning Work Program; and

WHEREAS, the SR-520 Cross-Lake Corridor Study scope of work was developed by the Committee on Transportation, Growth, and Development of the King Subregional Council; and

WHEREAS, the PARTICIPATING AGENCIES desire to complete the SR-520 Cross-Lake Corridor Study; and

WHEREAS, interlocal agreements between PSCOG and member agencies provide that planning services be performed by the PSCOG, and that additional agreements may be entered into between parties for additional planning services; and, that the PSCOG carry out planning activities that are authorized by the PSCOG Executive Board; and

WHEREAS, the PARTICIPATING AGENCIES are willing to enter into an agreement with the PSCOG to help fund the first phase of the SR-520 Cross-Lake Corridor Study;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, it is mutually agreed as follows:

I. SCOPE OF WORK. The PSCOG shall perform the tasks in Phase 1 of the SR-520 Cross-Lake Corridor Study as specified in Exhibit A, hereinafter referred to as the "Project" and by this reference made a part of this Agreement.

II. PAYMENT. The PARTICIPATING AGENCIES, in consideration of the faithful performance of the work specified herein to be borne by the PSCOG, agrees to pay the PSCOG the amounts specified in Exhibit B, by this reference made a part of this Agreement.

Partial payments shall be made by the PARTICIPATING AGENCIES to the PSCOG upon request of the PSCOG. Such requests shall not be more frequent than once a month, and payment shall be made by the

PARTICIPATING AGENCIES to the PSCOG within sixty (60) days following receipt of such requests for partial payment.

It is agreed that the PARTICIPATING AGENCIES payment pursuant to any PSCOG partial payment request will not constitute agreement as to the appropriateness of any item, and that required adjustments will be made at the time of the final audit by the PARTICIPATING AGENCIES. In the event that such final audit indicates an overpayment to the PSCOG has been made, the PSCOG agrees to refund the overpayment to the PARTICIPATING AGENCIES within sixty (60) days after being billed therefor.

III. SCHEDULE AND PRODUCTS. The Project shall be completed by December 31, 1989, unless delays are caused by factors beyond the PSCOG's control or by the addition of extra work by the PARTICIPATING AGENCIES, and shall include the products listed below:

1. Approved study work program;
2. Background report containing 1) a compilation of the results of past studies, 2) an analysis of existing conditions, and 3) an assessment of future cross-lake travel demand;
3. List of long-range alternatives considered to be unacceptable for further study based on available information;
4. List of recommended projects and actions for mitigating existing off-freeway impacts;
5. Performance measures for the mitigation of long-range alternatives (to ensure that the mitigation measures included in the long-range alternatives perform as well as measures identified for existing impacts);
6. Freeway-related operational and TSM actions and projects recommended for implementation as interim measures (i.e., until long-range improvements are in place);
7. Freeway-related operational and TSM actions and projects to be included in the Baseline long-range alternative; and
8. Screened list of long-range alternatives to be analyzed in Phase 2.

IV. MAINTENANCE RECORDS. During the process of the Project, and for a period of not less than three (3) years from the date of final payment to the PSCOG, records and accounts pertaining to the Project and accounting therefore are to be kept available for inspection and audit by representatives of the PARTICIPATING AGENCIES. Copies of the records shall be furnished to the PARTICIPATING AGENCIES upon request and shall be maintained in accordance with a work order accounting procedure prescribed by the Division of Municipal Corporations of the State Auditor's Office.

V. CHANGES IN PROJECT. In the event that it is determined that any change from the scope of work contained in this Agreement is required, approval must be secured from the PARTICIPATING

AGENCIES prior to beginning such work. Reimbursement for increased work, cost, and/or substantial change in the scope of work shall be limited to costs covered by a modification of this Agreement or a written change approved by the PARTICIPATING AGENCIES.

VI. LIABILITY. No liability shall attach to the PARTICIPATING AGENCIES or to the PSCOG by reason of entering into this Agreement except as expressly provided herein.

VII. AMENDMENT. This Agreement and any provisions thereof may be otherwise amended at any time by written agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Puget Sound
Council of Governments

City of Seattle

By _____

By _____

Title _____

Title _____

City of Bellevue

City of Kirkland

By _____

By _____

Title _____

Title _____

City of Redmond

City of Medina

By _____

By _____

Title _____

Title _____

Town of Clyde Hill

Town of Yarrow Point

By _____

By _____

Title _____

Title _____

Town of Hunts Point

King County

By _____

By _____

Title _____

Title _____

Municipality of
Metropolitan Seattle

Washington State
Dept. of Transportation

By _____

By _____

Title _____

Title _____

EXHIBIT A

WORK PROGRAM

TASK 0. INITIATE STUDY

Purpose:

- Establish citizen, public official, and technical staff steering/advisory committees for study
- Obtain steering committee comment on and approval of study work program

Tasks:

- 0.1 Develop structure of steering and advisory committees
- 0.2 Solicit membership on committees
- 0.3 In cooperation with the Corridor Steering Committee, review and finalize study work program

Products:

- Study work program approved by the Steering Committee

TASK 1. INITIAL ANALYSIS OF CONDITIONS AND NEEDS

Purpose:

- Develop common understanding of background information and its implications
- Provide TG&D input to PSCOG High-Capacity Transit (HCT) Study

Tasks:

- 1.0 Summarize and review previous studies
- 1.1 Analyze existing conditions and facilities
- 1.2 Analyze existing and forecasted cross-lake travel demand
- 1.3 Develop conclusions regarding the need for additional capacity, appropriate modes, etc.
- 1.4 Provide guidance to the PSCOG High Capacity Transit (HCT) Study and to subsequent SR-520 Study tasks by identifying unacceptable alternatives

Products:

- Background report containing 1) a compilation of the results of past studies, 2) an analysis of existing conditions, and 3) an assessment of future cross-lake travel demand
- List of long-range alternatives considered to be unacceptable for further study based on available information

TASK 2A. MITIGATING MEASURES

Purpose:

- Identify and develop consensus on the improvements needed to mitigate existing impacts (to be considered on their own merits and/or to be included in other future projects)

Tasks:

- 2a.0 Establish mitigation working groups for Seattle and the Eastside
- 2a.1 In cooperation with the working groups and participating jurisdictions and agencies, identify, analyze, and evaluate potential mitigation measures for existing impacts (e.g., noise, traffic access/circulation, neighborhood intrusion, hazardous materials spills, etc.)
- 2a.2 Obtain endorsement of recommended mitigating measures by the mitigation working groups and the participating agencies and jurisdictions; communicate recommendations to the Corridor Steering Committee.

Products:

- List of recommended projects and actions for mitigating existing off-freeway impacts
- Performance measures for the mitigation of long-range alternatives (to ensure that the mitigation measures included in the long-range alternatives perform as well as measures identified for existing impacts)

TASK 2B. OPERATIONAL/TSM IMPROVEMENTS

Purpose:

- Identify and evaluate potential SR-520 operational changes and TSM projects for existing facilities that could be considered on either an interim or permanent basis

Tasks:

- 2b.1 In cooperation with the Corridor Steering Committee and participating jurisdictions and agencies, identify, analyze, and evaluate potential operational changes and TSM improvements on existing SR-520
- 2b.2 Obtain endorsement of recommended operational/TSM improvements by the Steering Committee and the participating jurisdictions and agencies.

Products:

- Freeway-related operational and TSM actions and projects recommended for implementation as interim measures (i.e., until long-range improvements are in place)
- Freeway-related operational and TSM actions and projects to be included in the Baseline long-range alternative

TASK 3. ANALYSIS OF LONG-RANGE CROSS-LAKE ALTERNATIVES

Purpose:

- Compile and screen a list of long-range SR-520 Corridor improvements
- Do conceptual development of long-range improvements

Tasks:

3.0 Preliminary and on-going tasks:

- Assist the Corridor Steering Committee in establishing terms and conditions regarding the conduct and content of the analysis of long-range cross-lake alternatives
- Support on-going public involvement, including the screening of long-range alternatives, review of analyses, and the provision of public input to the decision-makers

3.1 In cooperation with the Corridor Steering Committee, develop and screen list of conceptual long-range alternatives

3.2 Reassess travel demand analysis, needs analysis, and list of alternatives based on results of Regional Development Strategy tests of alternative land use scenarios

3.3 In cooperation with the Corridor Steering Committee, identify alternative SR-520 and other cross-lake improvements

3.4 Analyze and evaluate alternatives

Products:

- Recommended long-range alternative, including improvements and new facilities on and off SR-520, as well as the necessary mitigation measures

STUDY TIME LINE

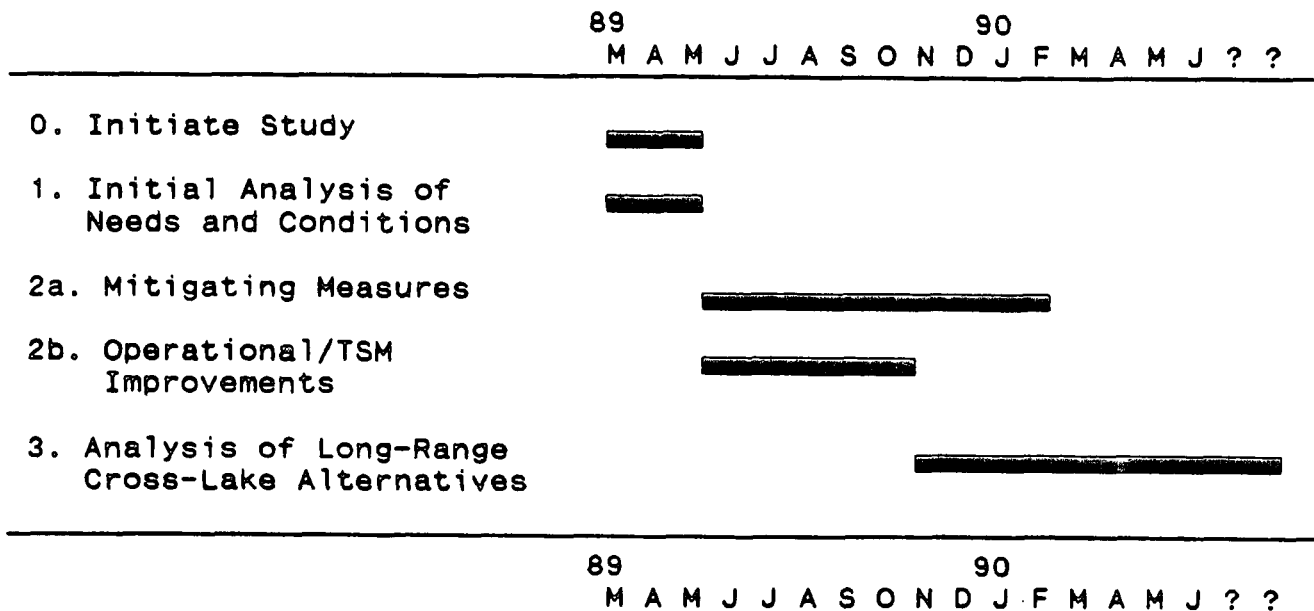


EXHIBIT B
STUDY COSTS

PHASE 1 (1989)

TASK 0.	\$ 5,000
Establish steering/advisory committees; obtain comment on and approval of study work program	
TASK 1.	\$ 10,000
Prepare background information and analyses	
TASK 2a.	\$100,000(a)
Identify and evaluate improvements needed to mitigate existing impacts (including technical and environmental analyses)	
TASK 2b.	\$ 40,000(a)
Identify and evaluate potential SR-520 operational changes and TSM projects	
TASK 3. 1989	\$ 20,000
Identify and screen long-range cross-lake alternatives	
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Phase 1 (1989) Total	\$175,000

PHASE 2 (1990)

TASK 3. 1990	\$100,000 - 300,000(b)
Analyze and evaluate long-range cross-lake alternatives	

(a) Assumes that WSDOT and/or Seattle does the necessary conceptual engineering, costs for which are NOT included in this estimate

(b) Cost cannot be determined at this time, as it is dependent on the alternatives to be analyzed

PHASE 1 (1989) FUNDING SOURCES

PSCOG 1988 Carryover	\$ 20,000
PSCOG 1989 Sub-area Transportation Planning Program	\$ 15,000
WSDOT	\$ 50,000
Metro	\$ 25,000
King County	\$ 10,000
Seattle	\$ 30,000
Eastside Cities ^(a)	\$ 25,000
(Bellevue:	\$13,200)
(Kirkland:	5,600)
(Redmond:	4,900)
(Medina:	500)
(Clyde Hill:	500)
(Yarrow Pt:	200)
(Hunts Pt:	100)
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	\$175,000

(a) proposed sharing of cost based on population