

November 24, 1993
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Introduced by: BRUCE LAING

Proposed No.: 93-842

ORDINANCE NO. **11188**

AN ORDINANCE relating to the Lakemont Boulevard Extension Project; and authorizing the county executive to execute an interlocal agreement with the City of Bellevue for the purposes of cost sharing and assigning lead agency status.

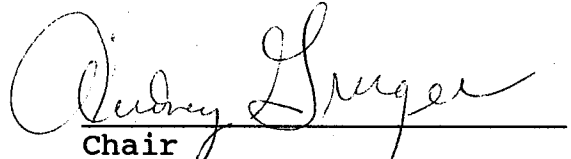
BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The county executive is hereby authorized to enter into an interlocal agreement with the City of Bellevue in substantially the same form as attached hereto, for the purposes of establishing project cost sharing equally between the two jurisdictions, transferring the lead for the project to the City of Bellevue, providing project oversight on water quality impacts to Lake Sammamish pursuant to Motion 9079, and outlining a general project schedule. Additional costs, beyond the \$15.8 million identified as the official project cost in 1993 dollars, must be approved by the Council.

INTRODUCED AND READ for the first time this 22nd day of November, 1993.

PASSED this 20th day of December, 1993.

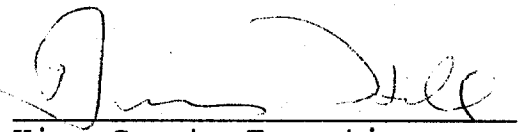
KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

ATTEST:


Clerk of the Council

APPROVED this 30th day of DECEMBER, 1993.


King County Executive

Attachments:

AN INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND
THE CITY OF BELLEVUE CONCERNING THE PLANNING AND EXECUTION
OF THE ARTERIAL PROJECT KNOWN AS LAKEMONT BOULEVARD

WHEREAS, King County and Bellevue agree that the Lakemont Boulevard Extension is a critical link in the regional transportation system for the Newcastle area; and

WHEREAS, King County and Bellevue entered into an agreement on December 20, 1988 with the intent to carry out the Lakemont project in accordance with the political and economic environment at that time; and

WHEREAS, property owners adjacent to the route of Lakemont Boulevard have expressed an interest in annexing to Bellevue and have done so; and

WHEREAS, King County has as lead agency diligently undertaken preliminary design and environmental analysis for Lakemont as well as alternatives in accordance with the State Environmental Policy Act; and

WHEREAS, the 1988 agreement provided for the possibility of a change in lead agency for the Lakemont project; and

WHEREAS, King County issued a Final Environmental Impact Statement for the Lakemont project on March 31, 1993, by which the King County Executive recommended the Lewis Canyon alternative as the Preferred Alignment for Lakemont Boulevard; and

WHEREAS, the Bellevue City Council on April 19, 1993, adopted Resolution 5644 supporting the Executive's March 31, 1993 recommendation and further, requested a renegotiation of the terms of the existing Interlocal Agreement, leading to the transfer of lead agency status from King County to the City of Bellevue; and

WHEREAS, the King County Council on July 19, 1993, approved Motion 9079 which adopts the recommendation of the Executive of March 31, 1993, with provisos for special attention to water quality impacts (paragraph C and D thereof), and in paragraph B requests the Executive to "...enter into further cost sharing agreements with the City of Bellevue..."; and

WHEREAS, the parties hereto are authorized to enter into this agreement pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act;

NOW, THEREFORE, it is appropriate to make a change in lead agency status from King County to the City of Bellevue and to enter into a new Interlocal Agreement which is this document.

A. Purpose

The purpose of this agreement is to:

Bellevue or King County. If it becomes necessary to file condemnation proceedings, King County will be responsible for those portions of right of way within King County. The price of acquisition must be agreeable to both jurisdictions. Cost of litigation and judgement shall be considered Project costs eligible for equal sharing per section D(1).

Rights of way within the city limits of Bellevue shall be acquired and held in the name of the City. Rights of way in unincorporated King County will be acquired and held in the name of the County.

4. The lead agency shall give the other party twenty-one (21) days to review and comment when Project plans, specifications, and estimates are fifty percent complete and ninety percent complete and at other times as may be reasonably requested. Disputes shall be resolved per section G(3).
5. The lead agency hereby agrees to adopt requirements for all contracts hereunder, whether for professional services or Project construction, which are the same as those set out in King County Code 4.18, on Women and Minority Businesses, and King County Code 12.16, on Nondiscrimination, and agrees to require all contractors hereunder to comply with such requirements.
6. The lead agency shall be responsible for obtaining required permits. Any permits required from the other party shall be expedited.
7. The lead agency shall be responsible for all public outreach according to its normal practices.
8. Subsequent to Project completion, but prior to acceptance from the contractor, both agencies shall perform a mutual walk-through inspection of the completed facility to ensure themselves that it has been constructed in compliance with the intent of the plans and specifications. A letter from King County, acknowledging such compliance (or punch list, if necessary) shall be sent to the lead agency within thirty days of the walk-through.
9. The City shall include the unincorporated portion of Lakemont Boulevard in any annexation proposals involving property lying westerly thereof at the first available opportunity therefor.
10. The City Transportation Director shall immediately advise the County Road Engineer, in writing, of any significant scope changes which result in added costs in excess of the cost shown in section E(1).
11. Following construction, maintenance of the Project, or any portion thereof, shall be the responsibility of the

presented to the Chair of the Metropolitan County Council and the Transportation Committee.

In order to comply with Motion 9079, \$50,000 of the \$200,000 previously mentioned, will be assigned through the Surface Water Division to the Lake Sammamish Interjurisdictional Team to oversee and monitor water quality and project design considerations in order to protect long term water quality of Lake Sammamish.

E. Costs

1. The official estimate of the "Project" cost in 1993 dollars is \$15.8 Million, including environmental mitigation added since the March 31, 1993 Executive recommendation. It is acknowledged that costs in 1993 dollars will inflate to a higher amount at date of expenditure for the same amount of work. Over the life span of the Lakemont Project costs can be expected to inflate between 4 and 6% per year.
2. Accordingly, the budget commitment in 1993 dollars will be considered to be adhered to if the expenditures in future years, when deflated to 1993 dollars, equal in sum the dollar amount in section E(1).
3. Should Project costs, after adjustment as provided in section E(2), appear to be exceeding the amount in section E(1), the lead agency shall disclose such fact to the other agency as soon as practicable and they shall mutually inform the appropriate elected officials to seek concurrence to continue. Following receipt of such concurrence the appropriate legislative and executive officials of the respective agencies shall increase the appropriations for the Lakemont Project to the newly approved amount.

F. Schedule

Both agencies acknowledge that time is of the essence in completing the Lakemont Project. They also acknowledge that environmental and right-of-way aspects of this Project are subject to extensive due process and legal review. Accordingly, no specific schedule can be set. However, it is the parties' mutual intent to complete engineering work by late 1994, complete right-of-way acquisition by late 1995, and commence construction in mid-1996 with the expectation that the Project will be open to traffic in late 1997.

G. Effectiveness, Duration, and Termination

1. This agreement shall become effective upon execution by the appropriate officials of the respective agencies.
2. This agreement shall be in force for a period of five years. At the beginning of the fifth year the lead

there is a possibility that some persons may disagree and institute legal process. It is the parties' intent to defend such suits with vigor and to provide whatever additional technical analysis may be required by a court of law in defense of the parties' position.

In addition, King County as the primary author and lead agency of record for the EIS, shall be responsible for organizing the defense of any lawsuit questioning the adequacy of the Project EIS. Such defense may include the use of outside counsel, as well as technical studies mentioned above.

The costs of legal defense and technical analysis shall be considered Project costs eligible for equal sharing per section D(1). Costs incurred for this purpose shall not be counted within the extra cost calculation in section C(9).

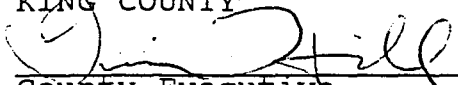
I. Entire Agreement

The parties agree that this agreement is the complete expression of the terms hereto and any oral representations or understandings not included herein are excluded.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 30th day of December, 1993.

KING COUNTY

CITY OF BELLEVUE

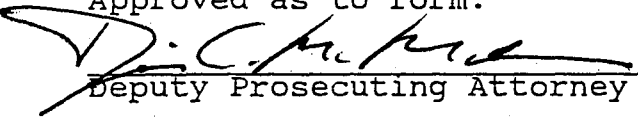


County Executive

City Manager

Approved as to form:

Approved as to form:



Deputy Prosecuting Attorney

Assistant City Attorney