

**INTERAGENCY AGREEMENT
FOR THE SOUTH KIRKLAND PARK & RIDE BOUNDARY LINE ADJUSTMENT**

This INTERAGENCY AGREEMENT (“Agreement”) is entered into by and between the CITY OF BELLEVUE, a Washington municipal corporation (“BELLEVUE”) and the CITY OF KIRKLAND, a Washington municipal corporation (“KIRKLAND”), (and together the “Parties”).

RECITALS

Whereas, RCW 35.13.340 authorizes the adjustment of the boundaries of two cities where part of a single parcel of land is located within the boundaries of one city, and the remainder of the parcel of land is located within the boundaries of a second city that is located immediately adjacent to the first city, so that all of the parcel is located within either of the cities, if the adjustment is requested in a petition signed by the property owner;

Whereas, the South Kirkland Park and Ride, a.k.a. Metro Park and Ride, (“Property”) is solely owned by King County Metro Transit and is situated on Lot 3 of the Metro Park and Ride Short Plat, City of Kirkland File No. SUB12-00390 (King County Recording No. 20120828900002), which Lot 3 is located in both Kirkland and Bellevue;

Whereas, the portion of the Property that is located within Kirkland, is addressed as 10500 Northup Way, Kirkland, WA, 98033, is identified as King County Parcel 202505-9230, and is legally described as follows:

POR LOT 3 KIRKLAND SP# SUB12-00390 REC #20120828900002 LOC WITHIN NE ¼ OF NW ¼ STR 20-25-5 SD SP BEING POR OF W ½ OF NW ¼ OF NE ¼ AND POR OF E ½ OF NE ¼ OF NW ¼ SD STR

Whereas, the portion of the Property that is located within Bellevue, is addressed as 3677 108th Ave. NE, Bellevue, WA, 98004, is identified as King County Parcel 202505-9081, and is legally described as follows:

POR LOT 3 KIRKLAND SP# SUB12-00390 REC #20120828900002 LOC WITHIN NW ¼ OF NE ¼ STR 20-25-5 SD SP BEING POR OF W ½ OF NW ¼ OF NE ¼ & POR OF E ½ OF NE ¼ OF NW ¼ SD STR.

Whereas, the Property is a single parcel pursuant to both (1) a 2012 short plat (King County Recording No. 20120828900002), and (2) the “larger parcel test” outlined in *Doolittle v. Everett*, 114 Wn.2d 88 (1990), given its unity of ownership, unity of use, and the contiguity of the two individual lots;

Whereas, the portion of the Property located in Bellevue is fully bounded on its northern border by a portion of the Cross Kirkland Corridor (CKC), which CKC portion is a linear property owned in fee by Kirkland that is located in both Kirkland and Bellevue. The CKC portion located within Bellevue is identified as King County Parcel 202505-9276 and is legally described as follows:

BN RR R/W 100FT IN WIDTH ACROSS NE ¼ OF NW ¼ & NW ¼ OF NE ¼ SD STR LESS POR THOF LY SLY OF WLY MGN OF 108TH AVE NE.

Whereas, the Property and the CKC are key components of East King County's regional transportation strategy;

Whereas, the Property and the CKC to date have been developed under the joint jurisdictions of Kirkland and Bellevue;

Whereas, Sound Transit 3 (ST3) proposes an at-grade light rail station at the South Kirkland Park and Ride, which would include construction of a new 355-stall parking structure; non-motorized access facilities, such as pedestrian and bicycle; bus and rail integration facilities; transit-oriented development (TOD) planning; and sustainability measures as described in Sound Transit's ST3 document titled "Common Project Elements";

Whereas, to facilitate development and use of the Property and the CKC to accommodate TOD planning, a future ST3 light rail station, or other multimodal transportation projects for the benefit of the region, it would be more efficient and economical if only one city had jurisdiction over the Property and the CKC herein described;

Whereas, the Parties have agreed to adjust their respective boundaries in accordance with RCW 35.13.340, following filing of appropriate property owner petitions, so that all of the Property and the CKC described herein are located within Kirkland;

Whereas, Bellevue continues to have an interest in the facilities, amenities, and connections that may be developed for the proposed ST3 station, TOD community, or other transportation improvement projects, to be sited at or associated with the South Kirkland Park and Ride and any associated development of the CKC; and

Whereas, Bellevue will continue to have an ownership interest in certain utilities located in and on the Property to be annexed and will continue to have control and ownership over the adjacent 108th Ave NE right-of-way and transportation infrastructure presently located adjacent to the parcels to be annexed.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereby agree to the terms and conditions as follows:

1. In exchange for Bellevue approving a boundary line adjustment so the entirety of the Property and the CKC described herein are within Kirkland's jurisdictional boundary, the parties agree that if and when King County, King County Metro Transit, Sound Transit, and/or their successor entities and partners construct projects at the South Kirkland Park and Ride related to the ST3 System Plan, TOD planning, or other transportation improvement projects, Bellevue shall have a meaningful and substantial role in all permitting decisions concerning future development and use of the Property, including, but not limited to, motorized and non-motorized connections to be sited at or associated with the Property; any design elements for ST3 or other transportation facilities and landscaping (e.g., frontage improvements); TOD planning; and any other development or traffic impacts associated with the Property that may impact Bellevue residents, directly or indirectly. This Agreement is not intended to involve decisions concerning use or operations on the CKC separate and apart from future development of the Property.

2. For the purposes of this Agreement, a “meaningful and substantial role” means Bellevue shall have a voting member on those committees and groups convened by Kirkland, if any, and not to include Kirkland’s established decision-making advisory boards and commissions (Planning Commission or Design Review Board), that determine or develop recommendations, guidelines, or standards specific to ST3 facilities, TOD planning, or other transportation projects at the Property, including but not limited to Light Rail Best Practices or development standards. Moreover, Kirkland agrees to provide periodic updates regarding development, public private partnerships, or major decisions relating to future use and/or permitting activity of the Property, and no later than ninety (90) days before any permitting decision concerning the Property, Kirkland’s Director of Planning and Building or their designee will provide Bellevue’s Director of Community Development with notice in order to allow Bellevue time to comment on any proposed development.
3. Additionally, Bellevue shall be able to recommend project conditions consistent with Bellevue’s development regulations and guidelines in those areas connecting to Bellevue jurisdictional boundaries; provided such regulations and guidelines are consistent with the overall character and design of the project. The Parties understand that Kirkland will not impose any project conditions that would be in conflict with Kirkland’s zoning code and/or development regulations.
4. The Parties agree to work collaboratively and reach consensus on the scope of Bellevue’s participation in the ST3 process, TOD planning, and other transportation projects as it relates to the Property described herein. In the event the parties are unable to reach consensus, the City Managers of Bellevue and Kirkland will consult with one another to make a determination on appropriate action. Lack of consensus will not delay Kirkland’s timely review, approval, and issuance of permits or other requested approvals as required by state and city laws regarding permit applications.
5. The Parties recognize that Bellevue currently provides water service to and owns two (2) water meters located on the portion of the Property that is presently addressed as 3677 108th Ave. NE, Bellevue, WA, 98004, and identified as King County Parcel 202505-9081. Kirkland agrees Bellevue shall continue to bill the owner of the Property for all future water service, consistent with applicable law and its standard practices, until such time as the Property may be (re)developed in the future and receive water service from Kirkland.
6. The Parties recognize that Bellevue owns and operates certain traffic signals and related infrastructure located at the intersection of 108th Ave NE and NE 37th CT. Annexation of the Property will not include the public right-of-way, and upon annexation of the Property, Bellevue shall continue to maintain the right-of-way, shall continue to own said signals and infrastructure, and shall be permitted to operate/maintain the same consistent with its standards.
7. The Effective Date of the Agreement shall be the date on which it is last signed below.

[Signatures on following page]

CITY OF BELLEVUE:

CITY OF KIRKLAND:

By: _____
Diane Carlson, City Manager

By: _____
Kurt Triplett, City Manager

Date: _____

Date: _____

Approved as to form:

Approved as to form:

By: _____
Brian Wendt, Assistant City Attorney

By: _____
Darcey Eilers, City Attorney

DRAFT