

RESOLUTION R-4843

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PARKING LOT USE AGREEMENT WITH FIRST BAPTIST CHURCH OF KIRKLAND, WASHINGTON.

WHEREAS, the City wishes to increase the available parking in the vicinity of Kirkland City Hall in light of the implementation of annexation and the resulting need for increased parking; and

WHEREAS, the First Baptist Church of Kirkland, Washington has available parking and is willing to provide such available parking to the City upon the terms and conditions set forth in the attached Agreement;

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Kirkland a Parking Lot Use Agreement with First Baptist Church of Kirkland, Washington substantially similar to that attached to this Resolution as Exhibit "A."

Passed by majority vote of the Kirkland City Council in open meeting this 1st day of November, 2010.

Signed in authentication thereof this 1st day of November, 2010.


MAYOR

Attest:


City Clerk

PARKING LOT USE AGREEMENT

The First Baptist Church of Kirkland, Washington, a Washington non-profit corporation ("Church") and the City of Kirkland, a Washington municipal corporation, hereby enter into this Parking Lot Use Agreement ("Agreement").

1. Area Subject to Agreement. This Agreement applies to the Church Parking Lot located at the southeast corner of the intersection of First Street and Seventh Avenue in Kirkland Washington ("Parking Lot").

2. Scope of Agreement. The Parking Lot shall be available for parking by City Hall employees and members of the public between the hours of 6:30 AM and 8:00 PM, Monday through Friday while this Agreement is in effect, provided that the Church may utilize the Parking Lot for persons attending services or other activities authorized by the Church. In exercising this right, the Church shall place signs on and about the Parking Lot indicating that it is temporarily reserved for "Church Parking."

3. Consideration. Prior to July 31, 2011, the City shall enhance the Parking Lot by performing any necessary striping, curb replacement and other minor improvements; provided that the cost to the City shall not exceed \$10,000. The City's responsibility for making such improvements is contingent on it obtaining zoning approval to allow use of the parking lot by City Hall employees and members of the general public, the application for which the Church will agree to. Upon completion of the enhancements, the City shall maintain the surface of the Parking Lot and the Church shall maintain the associated Parking Lot landscaping.

4. City Indemnification. The City shall indemnify, defend and save harmless Church from any claim made against the Church, its officers or employees arising out of the use of the Parking Lot by City employees or members of the public who use the Parking Lot to transact business at City Hall, except to the extent such claim is caused by the negligence of the Church, its officers or employees, or persons using the Parking Lot to attend Church functions or events.

5. Church Indemnification. The Church shall indemnify, defend and save harmless the City from any claim made against the City, its officials or employees arising out of the use of the Parking Lot by the Church, its employees or persons using the Parking Lot to attend Church functions or events, except to the extent such claim is caused by the negligence of the City, its officials or employees, or persons using the Parking Lot to transact business at City Hall.

6. Term. This Agreement shall be in effect on the date this Agreement is fully executed until December 31, 2020, unless this Agreement is terminated sooner by mutual agreement of the parties.

7. Previous Agreement is Superseded. This Agreement replaces and supersedes that certain Parking Lot Lease dated September 24, 1993 between the City and the Church.

DATED this ____ day of _____, 2010.

FIRST BAPTIST CHURCH OF
KIRKLAND, WASHINGTON

CITY OF KIRKLAND

By: _____
Its: _____

By: _____
Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 2010, before the undersigned, a Notary Public in and for the State of Washington, personally appeared _____, to me known to be the _____ of First Baptist Church of Kirkland, Washington, that executed this Agreement, and acknowledged it to be the free and voluntary act and deed of said First Baptist Church of Kirkland, Washington, for the uses therein mentioned, and on oath stated that s/he was authorized and did execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC in and for the State
of Washington, residing at _____
Commission expires _____
Print Name _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 2010, before the undersigned, a Notary Public in and for the State of Washington, personally appeared _____, to me known to be the _____ of the City of Kirkland, and acknowledged it to be the free and voluntary act and deed of the City of Kirkland, for the uses therein mentioned, and on oath stated that s/he was authorized and did execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC in and for the State
of Washington, residing at _____
Commission expires _____
Print Name _____