

RESOLUTION NO. 2135

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE MAYOR TO SIGN ON BEHALF OF THE CITY OF KIRKLAND THAT CERTAIN CONTRACT WITH KING COUNTY ENTITLED TRANSPORTATION SERVICES AGREEMENT, A COPY OF WHICH IS ATTACHED.

BE IT RESOLVED by the City Council of the City of Kirkland as follows:

WHEREAS, the Kirkland City Council and the King County Council have found that the maintenance of public transit service available to suburban King County is urgently required pending voter approval and development of a County wide Municipality of Metropolitan Seattle Transit System, and

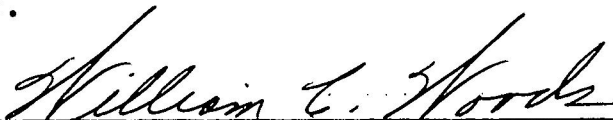
WHEREAS, the King County Council has authorized the County Executive to enter into a contract with the Metropolitan Transit Corporation to provide public transportation service to suburban King County, and

WHEREAS, the providing of public transportation service to suburban King County requires that the cost of such service be shared between King County and the various suburban cities on the basis of the residency of the ridership utilizing the contracted lines,

NOW, THEREFORE,


Section 1. The Kirkland City Council approves and authorizes the Mayor to sign on behalf of the City of Kirkland that certain agreement, a copy of which is attached to this Resolution and by reference incorporated herein, between King County and the City of Kirkland entitled Transportation Services Agreement.

ADOPTED in regular meeting of the Kirkland City Council on the 10th day of July, 1972.



Mayor

Attest:



Director of Administration and Finance
(ex officio City Clerk)

TRANSPORTATION SERVICES AGREEMENT

1 THIS AGREEMENT, made as of the 10th day of July
2 1972, between King County, State of Washington, and the City of
3 Kirkland.

4 WITNESSETH:

5 WHEREAS, the King County Council has found that the Municipal
6 ity of Metropolitan Seattle has been authorized by the legislature
7 to undertake the function of public transit within King County
8 subject to the approval of the people of two ballot measures
9 authorizing and financing such function;

10 WHEREAS, the King County Council has found that the mainten-
11 ance of public transit service available to suburban King County
12 and southwest Snohomish County is urgently required pending devel-
13 opment of the county-wide Metro system;

14 WHEREAS, the King County Council has found that the Metro-
15 politan Transit Corporation operates the only public transit
16 service presently available in suburban King County and southwest
17 Snohomish County;

18 WHEREAS, the King County Council has authorized the County
19 Executive to enter into a contract with the Metropolitan Transit
20 Corporation to provide public transportation service to suburban
21 King County and southwest Snohomish County;

22 WHEREAS, the providing of public transportation service to
23 suburban King County and southwest Snohomish County requires that
24 the cost of such service be shared between King County and the
25 various suburban cities and Snohomish County on the basis of the
26 residency of the ridership utilizing the contracted lines.

27 NOW, THEREFORE, King County and the City of Kirkland hereby
28 agree as follows:

29 (1) SERVICES AND PAYMENT: In consideration of the services
30 to be provided by Metropolitan Transit Corporation pursuant to
31 that certain management contract heretofore entered into between
32 King County and the Metropolitan Transit Corporation, a copy of
33 which is attached hereto as Exhibit "A" and by this reference

1 incorporated into and made a part hereof, the City of Kirkland
2 shall pay to King County 14.0% of the sum payable per month for
3 the period of July 1, 1972 to December 31, 1972, if
4 any, to Metropolitan Transit Corporation by King County in
5 accordance with the terms and conditions of the above-referenced
6 contract (Exhibit "A"). The Payment due King County pursuant to
7 this paragraph shall be computed monthly as of the last day of
8 each month and shall be due and payable on or before the 25th day
9 of the following month.

10 (2) CONTRACT PERIOD AND CANCELLATION CLAUSE: This contract
11 is for the period commencing on July 1, 1972 and ending on
12 December 31, 1972. Further, this contract may be cancelled by
13 either party upon thirty (30) days written notice.

14 (3) RESERVATION OF RIGHTS: King County reserves the right
15 in its sole discretion to terminate this agreement on or before
16 July 1, 1972, if any one or more of the follow-
17 ing cities and counties fail to enter into a cost sharing trans-
18 portation services agreement with King County: Bellevue, Mercer
19 Island, Kirkland, Redmond, Issaquah, Medina, Clyde Hill.

20 (4) CONTINGENT: This contract is expressly contingent upon
21 the performance of that certain management contract heretofore
22 entered into between King County and Metropolitan Transit Corpor-
23 ation. If said management contract is not fully performed in
24 accordance with its terms and conditions or if terminated in
25 accordance with Paragraph VIII thereof, this contract shall fail
26 and be of no effect.

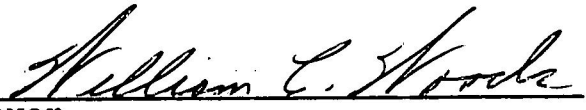
27 (5) NOTICES: Any notice, request, instruction or other
28 document to be given hereunder to any party shall be in writing,
29 delivered personally or sent by registered or certified mail,
30 postage prepaid, as follows: if to King County, to John D.
31 Spellman, 400 King County Courthouse, Seattle, Washington 98104,
32 and if to the City of Kirkland, to Mr. Allen B. Locke, City Mgr.,
33 200 Main Street, Kirkland, Washington 98033. Any party may

1 change its address for purposes of this paragraph by giving
2 written notice of such change of address to the other party
3 in the manner herein provided for giving notice.

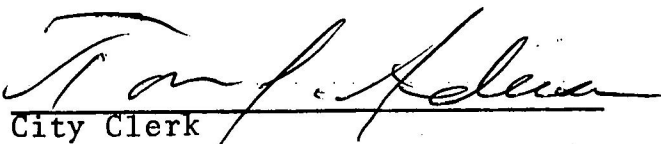
4 (6) COUNTERPARTS: This agreement may be executed in any
5 number of counterparts, each of which when so executed shall be
6 an original, but such counterparts shall together constitute
7 but one and the same instrument.

8 IN WITNESS WHEREOF, the parties have executed this agreement
9 as of the day and year first above written.


10 CITY OF KIRKLAND

11 
12 William C. Hoode
13 Mayor

14 ATTEST:

15 
16 Tom J. Adams
17 City Clerk

18 KING COUNTY, STATE OF WASHINGTON

19 
20 John D. Spellman, County Executive

21 ATTEST:
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