

RESOLUTION R- 4525

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO EXECUTE A DOWNTOWN PARKING TOKENS AND SERVICES AGREEMENT WITH THE KIRKLAND DOWNTOWN ASSOCIATION.

WHEREAS, the KDA has been formed for the purpose of promoting business activity in Downtown Kirkland and has a broad base of membership; and

WHEREAS, the City actively participates with the KDA to promote Downtown Kirkland as a place to live, work, and play; and

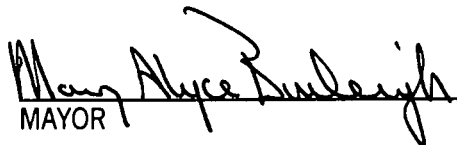
WHEREAS, the City Council has determined that the utilization of parking tokens will result in a positive economic benefit to Downtown Kirkland;

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 a Downtown Parking Tokens and Services Agreement substantially similar to the agreement attached hereto as Exhibit A.

Passed by majority vote of the Kirkland City Council in open meeting this 18th day of October, 2005.

Signed in authentication thereof this 18th day of October, 2005.


MAYOR

Attest:


City Clerk



DOWNTOWN PARKING TOKENS AND SERVICES AGREEMENT

This Agreement, is made and entered into by and between the City of Kirkland, a municipal corporation (hereinafter called the "City"), and the Kirkland Downtown Association, a non profit Washington corporation (hereinafter called "KDA").

WITNESSETH

WHEREAS, the KDA has been formed for the purpose of promoting business activity in Downtown Kirkland and has a broad base of membership; and

WHEREAS, the City actively participates with the KDA to promote Downtown Kirkland as a place to live, work, and play; and

WHEREAS, the *Parking Guidelines for Downtown Kirkland* as incorporated in the Kirkland Municipal Code, call for making "the downtown core conveniently accessible to priority users," and

WHEREAS, parking tokens will help make use of pay parking stalls Downtown more convenient and promote return customers thereby stimulating business activity; and

WHEREAS, the City owns approximately 4800 parking tokens with a value of one hour of parking each; and

WHEREAS, the City Council has determined that the utilization of the parking tokens will result in a positive economic benefit to Downtown Kirkland,

NOW, THEREFORE, in consideration of the terms and conditions contained herein and incorporated and made a part hereof by reference, the City and KDA mutually agree as follows:

I. SERVICES BY KDA

In consideration of the City providing the KDA with up to \$3,500 in parking tokens with a value of one hour of parking each, the KDA agrees to comply with the following:

- A. The KDA will initially be provided with \$1,000 in tokens which the KDA will distribute to such businesses as are registered with the City's Park Smart program (hereinafter "registered businesses"), in such manner as the KDA deems appropriate.
- B. The KDA shall instruct such businesses that the tokens may only be used by customers.
- C. If the pilot program with the initial \$1,000 of tokens is successful, as determined by the City's Parking Advisory Board (hereinafter "PAB"), the KDA will be eligible to receive an additional \$1,500 in parking tokens, to be distributed as provided in I(A) above.

- D. In addition, for special promotional events, as approved by the PAB, the KDA may purchase up to \$1,000 in tokens to distribute to registered businesses at a discounted price of up to fifty percent (50%) of the value of the tokens.
- E. The KDA shall submit to the City monthly reports of all token activity. Such reports, in a form to be approved by the City, shall provide an accounting of all token distributions.

II. PERIOD OF PERFORMANCE

The period of performance under this Agreement will begin on October 20, 2005, and continue until October 31, 2006, subject to agreed extension of this Agreement, in writing, by the parties.

III. ASSIGNMENT

The KDA shall not assign this Agreement or any money due or to become due hereunder without the prior written consent of the City, which consent may be withheld at the City's sole and absolute discretion.

IV. INDEMNIFICATION

The KDA agrees to defend, indemnify, and save harmless the City and its officers, agents, and employees, from any and all claims, real or imaginary, filed against the City or its officers, agents, or employees, alleging damages or injury arising out of the subject matter of this Agreement, provided, however, that such provision shall not apply to the extent that damage or injury results from the fault of the City or its officers, agents, or employees. "Fault" as herein used shall have the same meaning as set forth in RCW 4.22.015.

V. EXTENT OF AGREEMENT

This Agreement, together with all attachments and addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

KIRKLAND DOWNTOWN ASSOCIATION

CITY OF KIRKLAND:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Kirkland City Attorney