

RESOLUTION NO. 131

A RESOLUTION OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT AMONG THE CITY OF UNIVERSITY PLACE, THE UNIVERSITY PLACE PARKS AND RECREATION DISTRICT, AND THE UNIVERSITY PLACE SCHOOL DISTRICT PROVIDING FOR THE ORDERLY TRANSFER OF PARKS AND RECREATION FACILITIES TO THE CITY OF UNIVERSITY PLACE.

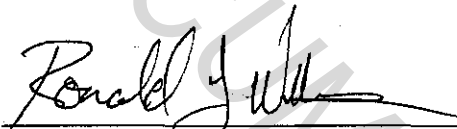
BE IT RESOLVED THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, AS FOLLOWS:

Section 1. Authorization. The City Manager or his designee is authorized and directed to execute on behalf of the City the agreement among the City of University Place, the University Place Parks and Recreation District, and the University Place School District providing for the orderly transfer of Parks and Recreation facilities to the City of University Place.

Section 2. Ratification and Confirmation. Any acts made consistent with the authority and prior to the effective date of this resolution are ratified and confirmed.

Section 3. Effective Date. This resolution shall take effect immediately upon signing.

ADOPTED BY THE CITY COUNCIL ON NOVEMBER 26, 1996.



Ronald L. Williams, Mayor

ATTEST:



Susan Matthew, City Clerk

An Interlocal Agreement Among the City of University Place, the University Place Parks and Recreation District, and the University Place School District Providing for the Orderly Transfer of Parks and Recreation Facilities to the City of University Place

THIS AGREEMENT is entered into this day by and between the CITY OF UNIVERSITY PLACE, a municipal corporation of the State of Washington (hereinafter "City"), the UNIVERSITY PLACE PARKS AND RECREATION DISTRICT, a municipal corporation of the State of Washington (hereinafter "Park District"), and the UNIVERSITY PLACE SCHOOL DISTRICT No. 83, a municipal corporation of the State of Washington (hereinafter "School District").

WHEREAS, the City incorporated pursuant to RCW 35.02 and commenced operations as a city on August 31, 1995, in an area which was previously unincorporated Pierce County; and

WHEREAS, the Park District was established in 1978 pursuant to RCW 36.69 to provide park and recreation services within the then unincorporated area of Pierce County known as University Place; and

WHEREAS, each of the parties to this agreement believes that it is in the best interests of City residents and businesses and School District constituents to consolidate parks and recreational services within the University Place area to one service provider and avoid needless duplication of governmental effort; and

WHEREAS, the City and Park District entered into an Agreement (Exhibit 1) on August 4, 1996, to consolidate parks and recreation functions within the City; and

WHEREAS, the Park District entered into an Interlocal Agreement (Exhibit 2) in August 1995 with Pierce County pertaining to the Curran Apple Orchard, a parcel of real property dedicated to public use which lies within the borders of the CITY; and

WHEREAS, the Park District entered into an Interlocal Agreement (Exhibit 3) in April 1994 with the School District providing for joint use of certain properties owned by the Districts; and

WHEREAS, the parties agree that the City should be substituted in place of the Park District in those Interlocal Agreements; and

WHEREAS, the parties believe that the orderly transfer of Park District assets to the City will best be effectuated by enacting the terms of this agreement; and

WHEREAS, the School District believes that the economic interests of the District are best served by concentrating on the educational purposes of the District rather than assuming maintenance and operations of a system of city parks; and

WHEREAS, all parties believe that the interests of the University Place community would be ill served by forcing a liquidation of Park District assets including a sale of lands presently held by the Park District; and

WHEREAS, the parties agree that the consolidation of parks and recreation responsibilities within the City government and the dissolution of the Park District serve the best interests of the community and the School District constituents, and are consistent with RCW 36.70A, the Growth Management Act, RCW, 35.02, the Municipal Incorporation Statute, and RCW 36.69, the Parks and Recreation District Act; and

WHEREAS, the School District agrees to forego any potential claim on the proceeds of the assets of the Park District subsequent to its dissolution; and

WHEREAS, the parties are authorized to enter into this agreement by virtue of RCW 39.34;

WHEREAS, the parties agree to seek a Declaratory Judgment affirming their authority to enter into this agreement; and

NOW THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the City, Park District, and School District as follows:

Section 1. Purposes. The purposes of this interlocal agreement are: (1) to provide for the orderly transfer of assets and liabilities from the Park District to the City; (2) to allow the City to be substituted in place of the Park District in certain interlocal agreements heretofore entered into between Pierce County and the Park District as well as between the Park District and the School District; and (3) to increase and enhance the opportunities for access to parks and facilities for recreational and civic use within the University Place community, including use by students within the School District.

Section 2. Duration. The duration of this Interlocal Agreement shall be the time necessary to complete the transfers of property referenced in Sections 3, 4, 5, and 7 herein and to complete the substitution of parties referenced in Section 6.

Section 3. Transfer of Assets and Liabilities. All parties agree that the assets and liabilities of the Park District will commence to be transferred to the City upon execution of this agreement. The School District specifically waives any and all reversionary rights which it may have to any property of the Park District as set forth in this agreement.

Section 4. Authorization for the City to be substituted as a Party in place of the Park District and assume all responsibilities and benefits associated with that Interlocal Agreement between Pierce County and the Park District dated August, 1995. All parties agree that the City may be substituted as a party in place of the Park District in that Interlocal Agreement dated August, 1995 entered into between the Park District and Pierce County. (Exhibit 2). All rights and responsibilities which were formerly owed by and to the Park District under that Interlocal Agreement will be transferred to the City upon recordation of quit claim deeds transferring the Park District's interest to the City

Section 5. Authorization for the City to be substituted as a Party in place of the Park District and to assume all responsibilities and benefits associated with that Interlocal Agreement between the School District and Park District dated April, 1994. All parties agree that the City may be substituted as a party in place of the Park District in that Interlocal Agreement dated April, 1994 entered into between the Park District and the School District. (Exhibit 3) All rights and responsibilities which were formerly owed by and to the Park District under that Interlocal Agreement will be transferred to the City upon recordation of quit claim deeds transferring the Park District interests to the City.

Section 6. Approval of Execution of Quitclaim Deeds. The parties authorize execution of and recording of the following quit claim deeds to accomplish the transfer of real property from the Park District to the City:

1. Exhibit 4a & 4b (Woodside Pond Nature Park)
2. Exhibit 5 (Conservation Park)
3. Exhibit 6 (Sunset Terrace Park)
4. Exhibit 7 (Colgate Park)
5. Exhibit 8 (Park District Headquarters)
6. Exhibit 9 (Morrison Pond)
7. Exhibit 10 (Chambers Creek Wildlife Habitat)
8. Exhibit 11 (Curran Apple Orchard)

Section 7. Approval of the commencement of litigation. The parties agree that the City may file a Declaratory Judgment Action to accomplish the lawful purposes of this agreement. Without waiving any defense to such an action, the Park District and the School District acknowledge that the City may join additional causes of action and additional parties to accomplish the lawful purposes of this action. Each party agrees to bear its own attorneys fees and costs associated with this action.

Section 8. Authorization to allow execution of necessary documents. The parties agree that each shall execute all necessary documents to accomplish the purposes of this interlocal agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed.

CITY OF UNIVERSITY PLACE

ROBERT W. JEAN
City Manager

Date

UNIVERSITY PLACE PARKS & RECREATION DISTRICT

ANDREA V. MATTLOCK
Chairperson and Commissioner

Date

UNIVERSITY PLACE SCHOOL DISTRICT NO. 83

DONALD KRAG
Superintendent

Date

APPROVED AS TO FORM:

TIMOTHY X. SULLIVAN, City Attorney
City of University Place

Date

TIMOTHY X. SULLIVAN, Attorney for
University Place Parks & Recreation Dist.

Date

MARY J. URBACK, Attorney for
University Place School District No. 83

Date