

RESOLUTION NO. 208

A RESOLUTION OF THE CITY OF UNIVERSITY PLACE, WASHINGTON,  
AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT WITH  
THE UNIVERSITY PLACE SCHOOL DISTRICT #83 FOR FESTIVAL  
IMPROVEMENTS AT THE CURTIS/COLEGATE SITE.

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

Section 1. Authorization. City Manager or his designee is authorized and directed to execute on behalf of the City the Interlocal Agreement with University Place School District #83 for festival improvements at the Curtis/Colegate Site, attached as Exhibit A to this Resolution.

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 adoption.

ADOPTED BY THE CITY COUNCIL ON FEBRUARY 8, 1999.

  
Debbie Klosowski, Mayor

ATTEST:

  
Susan Matthew, City Clerk

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF UNIVERSITY PLACE AND  
THE UNIVERSITY PLACE SCHOOL DISTRICT # 83 FOR  
FESTIVAL CAPITAL IMPROVEMENTS AT THE CURTIS/COLEGATE SITE**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_ 1999, by and between the CITY OF UNIVERSITY PLACE, a municipal corporation, herein referred to as the "CITY," and the UNIVERSITY PLACE SCHOOL DISTRICT #83, herein referred to as the "DISTRICT" WITNESSETH:

WHEREAS, said governing bodies are authorized to enter into agreements with each other, and to do any and things necessary or convenient to aid and cooperate in providing for community events and educational opportunities on City park and School District properties;

WHEREAS, in the interest of providing the best services with the least possible expenditure of public funds, full cooperation between the City and District is necessary;

WHEREAS, the City wishes to make certain improvements at City expense on school property to support City parks and Festival events;

WHEREAS, the District wishes to make School facilities available to support community events such as the Festival;

WHEREAS, the Festival improvements would be made on both City and District owned lands and be available for both City and District sponsored events;

WHEREAS, the City and District have the authority to enter into their agreement pursuant to the Interlocal Cooperation Act Chapter 39.34.030 RCW;

NOW THEREFORE, in consideration of the premises, said City and said District do now agree to cooperate with each other in carrying out the above purposes, and to that end do agree as follows:

**I. DESCRIPTION OF IMPROVEMENTS**

The City shall contract with the District to make agreed upon electrical, water and future sewer line improvements in the Curtis/Colegate parking lot to provide additional power and water for the Community Festival and other City or District sponsored events.

The improvements required by the Interlocal Agreement will be made to existing District facilities. The improvements should be constructed by the District and reimbursed by the City. A "dry" pressure line for future sewer service shall also be installed for a possible restroom and outdoor stage facility.

**II. COMPENSATION AND MAINTENANCE**

The City shall reimburse the District for all direct project improvement costs, including engineering. The reimbursement shall not exceed \$30,000.00, including engineering. Both parties will review the cost estimates for the project and determine whether to proceed after reviewing cost estimates. The City and the District shall each pay for the electric and water costs associated with their events.

**III. FESTIVAL AND CITY EVENTS**

The District agrees to continue to make the Curtis/Colegate facilities available to the Community Festival for a minimum of three (3) days each Summer and for any other such City sponsored events as the District and City may agree. The District may also use said improvements for School sponsored events not in conflict with City scheduled events.

**IV. INDEMNIFICATION**

Each party agrees to indemnify, defend and hold harmless the other and all its officers, agents, employees and consultants from and against any and all claims, losses or liability, including

attorney's fees, for any and all claims for damages or injuries to persons, property or agents of the user which arise from its negligent or intentional acts or omissions. In the event of such claims or lawsuits, each party shall assume all costs of its defense thereof, and shall pay all resulting judgements that may be obtained against it or its agents or employees. Further, each party has insured against its own liability herein and will promptly notify the other of any material changes in such coverage.

**V. TERM AND TERMINATION**

The term of this agreement shall be indefinite. Either party may terminate this agreement upon giving written notice to the other party 24 months prior to termination.

**VI. ENTIRE CONTRACT**

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings to incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provision of the Agreement. The parties also agree that the forgiveness of the nonperformance of any provision of the Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year above written.

By \_\_\_\_\_  
City of University Place

By: \_\_\_\_\_  
University Place School District #83

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Approved as to form:

\_\_\_\_\_  
Timothy X Sullivan, City Attorney