

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF DUVALL AND RIVERVIEW SCHOOL DISTRICT**

THIS AGREEMENT is made and entered into this day by and between the City of Duvall, (hereafter "the City"), a municipal corporation in the State of Washington and Riverview School District, (hereafter "the District"), also a municipal corporation in the state of Washington; and

WHEREAS, this agreement is made under the authority of the Interlocal Cooperation Act, RCW 39.34; and.

NOW, THEREFORE, in consideration of the terms and provisions, it is agreed by and between the City of Duvall and the District as follows:

1. Purpose of Agreement. To set out ownership, installation, maintenance and storage responsibilities for sound, performance, and visual equipment purchased and installed with funds granted to the City from the King County Office of Cultural Resources. The work to be accomplished under this Agreement is identified in the Scope of Work attached as Exhibit A and incorporated by this reference as if fully set forth herein. Included in that Scope of Work is a copy of the grant application and award letter.

2. Duration.
 - 2.1 The portion of this Agreement that applies to the maintenance of the personal property set out in Section 5.2 and the insurance requirements of this Agreement will be ongoing and shall remain in full force and effect upon signature by the parties and shall be renewed automatically for one-year periods commencing January 1 and ending December 31 unless either party notifies the other party of its intent to terminate the Agreement under Section 3 of this Agreement.

 - 2.2 The portion of this Agreement that pertains to the installation of personal property set out in Section 5.2 shall remain in full force and effect upon signature by the parties and shall remain in effect until the work identified in the scope of work, attached is completed. The work identified in the scope of work shall be completed no later than October 10, 2000 unless extended by written agreement of the parties.

3. Termination Notice. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party.

4. Financing. There shall be no financing of any joint or cooperative undertaking pursuant to this Interlocal Agreement. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.

5. Property.
 - 5.1 This Interlocal Agreement does not provide for the acquisition, holding or disposal of real property.

5.2 This Interlocal Agreement does provide for the holding of personal property. The City has been granted funds for the purchase and installation of the items listed on Exhibit A, or similar items as determined to meet the sound needs of the performing arts facility at Cedarcrest High School. The sound equipment, other than the headsets, and projection screen, shall be permanently installed in the performing arts center at Cedarcrest High School and the District shall be responsible for the safety of these items. The District shall also be responsible for insuring all of the equipment shown on Exhibit A.

5.3 This Agreement provides for the locked storage of the “Clear Com Headsets” in a secure location at the performing arts facility or in another secure location acceptable to the City and the District.

5.4 This Agreement provides for the storage of the “Marley Dance Floor” at the performing arts facility or in another secure location acceptable to the City and the District.

5.5 This Agreement provides for the maintenance of the equipment in Exhibit A. The District shall be responsible for coordinating all maintenance needs for the equipment with the appropriate providers. Funding of maintenance and routine repair shall be equally shared between the City and the District.

6. Use of Equipment. Use of the equipment for performing arts events shall be coordinated between the District and the Duvall Arts Commission.

7. Joint Administrative Board. No separate legal or administrative entity is created by this Agreement. To the extent necessary, this Interlocal Agreement shall be administered by the City Hall Administrator for the City of Duvall or her designee, and the Riverview School District Superintendent, for the District or her/his designee

8. Performance Monitoring Committee. No performance monitoring committee shall be created under this Agreement. In the event that issues arise related to this Interlocal Agreement, a representative of the Duvall Arts Commission, the District, and the City shall meet at a mutually convenient time and location to resolve those issues.

9. Indemnification.

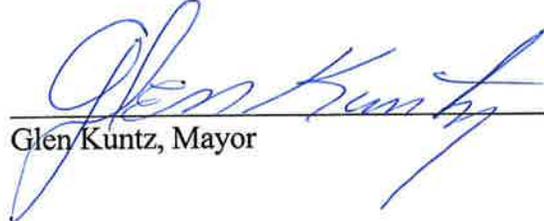
9.1 The District shall indemnify and hold harmless the City of Duvall and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of the District, its officers, agents, and employees, or any of them relating to or arising out of the performance of this contract. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City of Duvall, the District shall defend the same at its sole cost and expense, provided that the City retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the City of Duvall, and its officers, agents, and employees, or any of them, or jointly against the City of Duvall

and the District and their respective officers, agents, and employees, or any of them, then the District shall satisfy the same.

9.2 The City of Duvall shall indemnify and hold harmless the District and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of the City of Duvall, its officers, agents, and employees, or any of them relating to or arising out of the performance of this contract. In the event that any suit based upon such a claim, action, loss, or damage is brought against the District, the City of Duvall shall defend the same at its sole cost and expense; provided that the District retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the District, and its officers, agents, and employees, or any of them, or jointly against the District and the City of Duvall and their respective officers, agents, and employees, or any of them, the City of Duvall shall satisfy the same

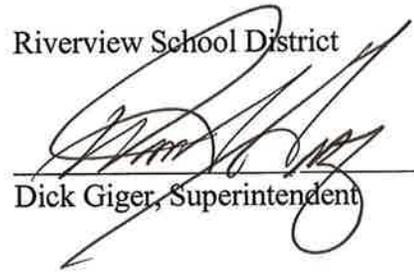
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

CITY OF DUVALL



Glen Kuntz, Mayor

Riverview School District



Dick Giger, Superintendent

9-28-00

Date

Approved as to Form:



Lisa Marshall, City Attorney

10-12-00

Date

Date

Approved as to Form:

District Attorney

Date

Exhibit A

Scope of Work

The city of Duvall will be responsible for the purchasing of the stated equipment. The Riverview School District will be responsible for overseeing the installation of the stated equipment. The cost of installation is included in the purchase costs. Purchase and installation costs shall not exceed the grant amount of \$21,750 (Twenty one thousand seven hundred and fifty dollars) unless the Duvall Arts Foundation agrees in writing prior to the purchase date to pay costs in excess of \$21,750. Riverview School District will be responsible for the secure storage of communications equipment and storage of the Marley Dance Floor. Riverview School District will also be responsible for coordinating the maintenance of the equipment, the cost of which is to be shared equally by Riverview School District and the city of Duvall.

Equipment:

Communications and Sound Equipment ~ \$13,650 – exact specifications and equipment are being determined by representatives of the Arts Commission and Cedarcrest High School at this time.

Motorized Projection Screen ~ \$4,800 – exact specifications and equipment type are being determined at this time.

Marley Dance Floor, 30' X 40', Black ~ \$4,300.