

**First Amendment to the Interlocal Agreement
Dated September 21, 2005
Between the City of University Place
and the University Place School District for
UPTV Public Television Programming.**

Whereas, the City and the District would like to continue the mutually beneficial agreement to provide for the airing of District events and activities on UPTV.

NOW THEREFORE, the City and the District hereby agree to:

1. Extend the agreement until June 30, 2007. Thereafter, the agreement shall renew automatically for one year terms from July 1st to June 30th of each year unless terminated earlier upon 30 days written notice to the other party.
2. All other terms and conditions in the interlocal dated September 21, 2005 shall remain in full force and effect.

Agreed to this 1st day of June, 2006.

UNIVERSITY PLACE
SCHOOL DISTRICT

CITY OF UNIVERSITY PLACE

By: *Patti Banks*
Name: *Patti Banks*
Title: *Superintendent*
Address: *3717 Grandview Dr W*
University Place WA 98446
Date: *6/18/06*

By: *R. Jean*
Robert W. Jean
City Manager
3715 Bridgeport Way West
University Place, WA 98466-4456
Date: *6/12/06*

Approved as to form:

N/A
Attorney for District
University Place School District

Date: _____

Janean Parker
Office of the City Attorney
City of University Place

Date: *5-6-06*

**Interlocal Agreement Between the City of University Place
and the University Place School District for
UPTV Public Television Programming.**

This Interlocal Agreement, ("Agreement") is entered into by and between the City of University Place, a municipal corporation ("City") and the University Place School District, a Public School District organized under the laws of the State of Washington ("District").

Whereas, the City seeks to increase and improve its public television programming to provide educational, informative, and entertaining programs on UPTV to benefit the residents of University Place, and

Whereas, the City's Public Forum Policy allows for other governmental and intergovernmental entities to participate in this forum as time and space are available within a City program; and

Whereas, the District hosts and may tape a variety of student events and activities of interest to the community; and

Whereas, the District and the City seek the opportunity to share and promote these activities and events throughout the community; and

Whereas, the District would like to provide footage of its events for use on UPTV and the City would like to air this footage in its programming;

NOW THEREFORE, For and in consideration of the mutual promises herein, the City and the District hereby agree to the following terms and conditions:

1. Purpose.

The purpose of this agreement is to allow the District programming time on UPTV to show District events and activities for the purposes of sharing and disseminating that information to the residents of the City in order to promote increased interest and awareness in the District's activities. The purpose is further to allow the City to provide educational, informative, and entertaining programs to residents of the City in order to increase public awareness and involvement in the community.

2. District roles and responsibilities.

The District agrees to provide taped footage of educational and athletic events and activities that occur within the District or other program material that it wishes to be shown on UPTV (hereafter "data") to the City for broadcast on UPTV. The District agrees to provide the data in digital video ("DV") format for broadcast on UPTV. The District agrees to work cooperatively with the City in all matters incidental to this Agreement to further the purposes of the Agreement.

The parties agree that the District has sole discretion to determine what data it wishes provide for UPTV programming; the parties further agree that the District has no obligation to provide any or any certain quantity of data under this Agreement.

3. City roles and responsibilities.

The City agrees to edit, format and program the data provided by the District for broadcast on UPTV. The City agrees to work cooperatively with the District in all matters incidental to this Agreement to further the purposes of the Agreement.

The parties agree that the City has sole discretion to determine what data it wishes to broadcast on UPTV; the parties further agree that the City has no obligation to broadcast any or any certain quantity of data under this Agreement.

4. Rights in Data.

Data provided under this Agreement shall be owned by the District and the District maintains all rights and responsibilities in the data. The District shall use reasonable care to obtain all necessary legal right and permission to broadcast the data provided for UPTV, including any waiver or release necessary to protect any privacy interests.

The District shall use reasonable care to ascertain that it is the author of all data provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. The District shall use reasonable care to determine that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.

The parties acknowledge and agree that the City is solely providing a forum and technical assistance for the broadcast of the data.

5. Term.

The Term of this Agreement shall commence upon the effective date of this Agreement and shall continue until June 30, 2006. This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the District.

6. Indemnification.

The City shall indemnify and hold harmless the District from all claims, costs, damages, or expenses arising out of the negligence of the City. Likewise, the District shall indemnify and hold harmless the City from all claims, costs, damages, or expenses arising out of the negligence of the District. In the case of negligence of both the City and the District, any damages allowed shall be levied in proportion to the negligence attributable to each party.

In addition, the District shall indemnify and hold harmless the City from any claim or action arising from or connected with the data it supplies to the City for public broadcast under this Agreement related to infringement of an intellectual property right or a privacy right.

7. General Provisions.

Modification. No provisions of this Agreement may be amended or modified except by written agreement signed by the Parties.

Assignment. Neither the District nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.

Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Pierce County, Washington.

Authority. Each individual executing this Agreement on behalf of the City and the District represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the District or the City.

Counterparts. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

Agreed to this 21st day of September, 2005.

UNIVERSITY PLACE
SCHOOL DISTRICT

By:

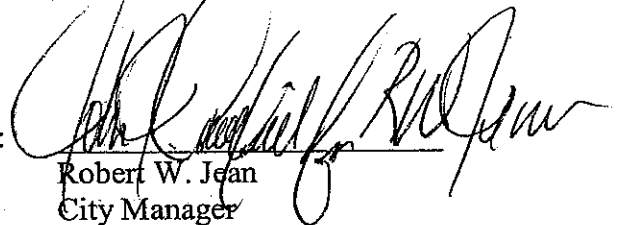


Name: Superintendent, UPSD
Title: 3717 Grandview Dr. W.
Address: University Place, Wa. 98466

Date: 9.23.05

CITY OF UNIVERSITY PLACE

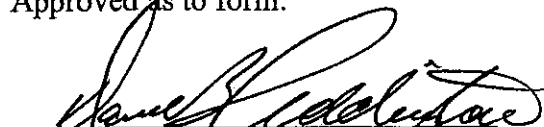
By:




Robert W. Jean
City Manager
3715 Bridgeport Way West
University Place, WA 98466-4456

Date: 9/21/05

Approved as to form:


Attorney for District
University Place School District

Date: 9.29.05


Office of the City Attorney
City of University Place

Date: 9-21-05