

RESOLUTION NO. 3189

RESOLUTION APPROVING LEASE BETWEEN SELAH SCHOOL DISTRICT AND CITY OF SELAH

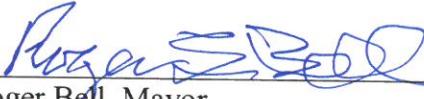
WHEREAS, the Selah School District historically has, at least in recent years, installed temporary photographs and signs on a City-owned fence around graduation time of senior students in order to celebrate and advertise the students' graduation; and

WHEREAS, a simple two-page Lease has been drafted in order to allow the School to continue using the fence in such regard and to negate any potential confusion as to the School's legal right to do so; and

WHEREAS, the City Council finds that good cause exists to approve the Lease;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the Mayor is authorized to sign the tw-page Lease in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 11<sup>th</sup> day of March, 2025.

  
\_\_\_\_\_  
Roger Bell, Mayor

ATTEST:

  
\_\_\_\_\_  
Courtney McGarity, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Rob Case, City Attorney

**LEASE BETWEEN**  
**SELAH SCHOOL DISTRICT AND CITY OF SELAH**

This contractual Lease Between Selah School District and City of Selah (this or the "Lease") is entered into by and between the Selah School District (the "School") on the one part, and the municipal government entity of the City of Selah (the "City") on the other part.

**Recitals**

WHEREAS, the parties have had a mutually-beneficial relationship for a period of years, both in general and as to several specific things; and

WHEREAS, one specific thing that the School has historically done, at least in recent years, is to install temporary photographs and signs on a City-owned fence around graduation time of senior students in order to celebrate and advertise the students' graduation; and

WHEREAS, the parties desire to enter into this simple Lease in order to allow the School to continue using the fence in such regard and to negate any potential confusion as to the School's legal right to do so; and

NOW THEREFORE, the parties hereby agree as follows:

**Agreement**

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated by this reference as operative terms of this Lease, as if each and every Recital is fully set forth within this paragraph 1.

2. **Lease.** The City hereby leases to the School the usage of the City-owned fence bordering the east side of Carlon Park along Wenas Avenue between the dates of May 1<sup>st</sup> and June 30<sup>th</sup>, inclusive, during each of the years of 2025, 2026 and 2027. The applicable annual lease payment owed by the School to the City shall be one dollar (\$1.00). The School may, directly or indirectly, install temporary photographs and/or signs on such fence in order to celebrate and advertise the graduation of senior students. The School shall be solely responsible for making, procuring, purchasing, installing and removing the photographs and signs. No photograph or sign shall be installed higher than or protruding above the top of the fence. The photographs and signs must be constructed of light-weight foam board, canvas or similar materials. The School shall be responsible and liable for any damage that occurs to the fence or any other City-owned asset due to installation or removal of the photographs and signs, or due to any other action undertaken by the School or on its behalf.

3. **Nature of Relationship.** The School and the City are, and will at all times remain, separate and distinct entities. No partnership, joint venture, employer-employee relationship, and/or principal-agent relationship exists, or will exist, between the School and the City. Rather, the sole relationship is a contractual relationship governed by this Lease. There are no intended third-party beneficiaries to this Lease; however, as stated in paragraph 2 above, the School may directly or indirectly install the photographs and/or signs.

4. **Potential Termination by City.** This Lease shall become effective following the parties' mutual approvals and executions. The City's Mayor or his/her delegatee, if any, may terminate this Lease

by providing written notice to the School. In the event of termination, the School shall not be entitled to any refund nor any consequential and/or cover damages. The City's responsibility and liability for damage, as set forth in paragraph 2 above, shall and will survive termination of this Lease.

5. Savings in Event of Partial Invalidity. In the event that any aspect of this Lease and/or any transaction or occurrence hereunder is adjudged by a court of competent jurisdiction or determined by an auditing agency to be invalid or improper, such portion of the Lease shall be severed and the remainder shall, if possible, remain in full force and effect.

[End of Substantive Terms]

CITY OF SELAH ("City")

By: Roger Bell Dated: 3/1/2025  
Roger Bell, Mayor  
(following authorization and approval by the City Council)

SELAH SCHOOL DISTRICT ("School")

By: Chris Scacco Dated: 2/28/25  
Chris Scacco, Associate Superintendent