

AGREEMENT

This Agreement is entered into this 20th day of ~~May~~^{June}, 2006, by and between the City of West Richland, hereinafter referred to as "City" and the Richland School District hereinafter referred to as "District."

WITNESSETH

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is for the City to develop the sliver of property north of Paradise Way, east of 50th Avenue and west of Paradise Plaza into a community park to be known as "Wildcat Park".
2. Term. The term of this Agreement shall extend indefinitely from the signing date unless terminated by one of the parties but shall be for no less than ten (10) years in duration.
3. Termination. Either party upon one (1) year prior written notice may terminate this Agreement without cause. The one (1) year notice may be waived if agreed upon by both parties in writing.
4. Consideration. The District will provide use of the property. In consideration for the use of the park, the City will pay for development, operation, and maintenance of the park.
5. City Responsibilities. The City will be responsible for all costs associated with the development, operation and maintenance of the park to include but not limited to: Site preparation, irrigation, landscaping, and utilities. Additionally, the boulder presently sited on the property will remain in the park as a "Spirit Rock" for the school. The park will be configured to allow the "Spirit Rock" to be painted by the school on a regular basis. The City shall be responsible for the design of the park.
6. District Responsibilities. District will provide the property for the park. The staff and students at Enterprise Middle School will be responsible to paint the "Spirit Rock" in a manner that promotes school pride and is not offensive to the public. Any writings or depictions that are deemed inappropriate will be covered in a timely manner with paint. If the school is not able to cover up any inappropriate material, the District maintenance staff will perform this function.
7. Indemnification. Each party shall be responsible only for its own conduct in the performance of its respective obligations arising under this Agreement. The parties expressly assume no responsibility or liability for

actions or omissions taken by or under the control of the other party. Each party agrees to defend, indemnify and hold harmless the other party from any claims, loss, damage, or demands arising solely and directly as a result of the negligent acts or omissions of the other party.

8. Modification. This Agreement may be modified or amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
9. Entire Agreement. This Agreement contains all of the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

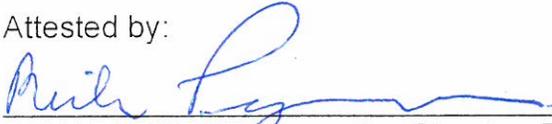
RICHLAND SCHOOL DIST # 400

By:



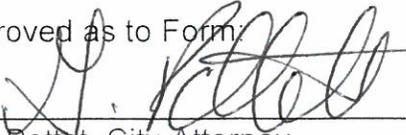
RICHARD W. SEMLER, Superintendent of Schools

Attested by:



RICH PURYEAR, Executive Director, Financial Services

Approved as to Form:



Galt Pettet, City Attorney

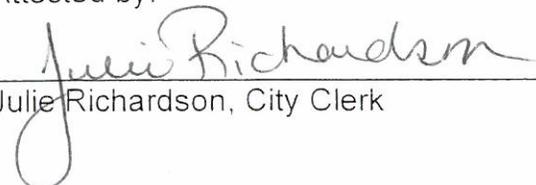
CITY OF WEST RICHLAND

By:



Dale Jackson, Mayor

Attested by:



Julie Richardson, City Clerk