

# EXHIBIT A

## LEASE

THIS LEASE made and entered into this 28<sup>th</sup> day of May, 2010, by and between the City of Prosser, Washington, a Municipal Corporation, herein called "Lessor" and the Prosser School District Number 116, a Municipal Corporation, herein called "Lessee".

**WHEREAS**, the City Council of Prosser, Washington has duly passed a Resolution approving this Lease, and

**WHEREAS**, the Board of Directors of School District has duly passed a Resolution approving this Lease,

### WITNESSETH:

1. Premises: Lessor and Lessee hereby terminate, effective July 15, 2010, the prior lease executed by and between the parties hereto as extended by City of Prosser Resolution Number 750 for property commonly known as 823 Park Avenue, Prosser, Washington. Lessor hereby leases to Lessee, upon the terms and conditions herein set forth, the real property situated in the City of Prosser, County of Benton, State of Washington, commonly known as 1109 Meade Avenue, Prosser, Washington, and legally described as follows:

The Westerly 21 Feet of Lot 3, Block 85, Town of Prosser, According to the Plat Thereof Recorded In Volume 1 of Plats, Page 1, Records of Benton County, Washington.

Having Benton County Parcel Number 1-0284-403-0085-003

2. Use of Premises: The premises shall be used to conduct School District Business, including, but not limited to, current curriculum, technology and facilities management, and for

purposes reasonably related and incident thereto, and for no other purpose without the prior consent of Lessor. Lessee shall not allow use of the premises for any illegal purpose. Lessee shall comply with all governmental rules, orders, regulations or requirements relating to the use and occupancy of the premises.

3. Term: This lease shall be for a term of seven (7) years and (1) one month commencing on June 1, 2010, and terminating on June 30, 2017; provided, however, in the event the Lessee passes a school bond for the construction of a new high school, either party may give ten (10) months prior notice to terminate this Lease and surrender possession in accordance with Paragraph 23 of this Lease. The parties agree to record, at the Lessor's expense, a memorandum of lease with the Benton County Auditor.

4. Renewal: This Lease shall automatically renew under the same terms and conditions for one (1) additional year after June 30, 2017, and yearly thereafter, unless Lessor or Lessee gives notice to the other party ninety (90) days prior to the end of the Lease of the party's termination of this Lease.

5. Rental, Utilities: No rent shall be paid by Lessee pursuant to this Lease. Lessee shall pay the cost of all utilities for the premises leased. This lease is provided in consideration of the following related services being provided by Lessee, in lieu of rent:

5.1 Lessee shall provide janitorial services to the facility owned by Lessor, located at 823 Park Avenue, Prosser, Washington during the time the facility is used by the Boys and Girls Club: One (1) hour per school day during regular school year. No custodial services will be provided on non-school days when custodial staff is not working. The dates for non-

school days will be communicated to the Lessor and a designated representative from the Boys and Girls Club. When custodial staff is working during the summer vacation or other school vacations, the one (1) hour per day custodial services will be provided. The actual hour of the day when the one (1) hour custodial services will be provided, will be determined by the School District after discussions with the Boys and Girls Club representative. The Lessor will contract with the Boys and Girls Club a provision requiring that the Boys and Girls Club supply all necessary cleaning supplies and/or custodial materials.

5.2 Lessee shall provide after-school bus transportation for children using the services of the Boys and Girls Club of Benton and Franklin Counties Prosser Facility during the Prosser School District School Year, as follows: School bus transportation will be provided for one way transportation after school to the Boys and Girls Club Prosser Facility on regular school days when the school bus transportation department is operating. The Lessor shall contract with the Boys and Girls Club a contract provision that the Boys and Girls Club will be solely responsible for supervision of the children participating in the Boys and Girls Club programs from the time the children leave the school bus until the children get home each day after participating at the club. The Lessor shall contract with the Boys and Girls Club a contract provision that the Boys and Girls Club assumes the responsibility for the safety of the children participants crossing streets after leaving the school bus.

Children riding the school bus to the Boys and Girls Club, Lessor will contract with the Boys and Girls Club a contract provision that the Boys and Girls Club agrees that children riding the Prosser School District school bus will be held accountable according to all school discipline

policies and rules. Lessor shall contract with the Boys and Girls Club a contract provision that the Boys and Girls Club agrees, at the sole discretion of the School District Transportation Supervisor, children riding the Prosser School District school bus may be suspended from use of the school bus for violations of school rules related to school bus discipline. Lessee agrees that any suspension of ridership for children participating in the Boys and Girls Club program will be communicated to the Boys and Girls Club Director in Prosser.

5.3 Lessee shall provide breakfast and lunch services for children attending the Summer Program offered by the Boys and Girls Club of Benton and Franklin Counties at 823 Park Avenue, Prosser, Washington, at no charge to the Lessor or the Boy and Girls Club of Benton and Franklin Counties Prosser Facility as follows: A Summer Breakfast and Lunch Program will be provided to all attendees of the Boys and Girls Club Prosser Facility up to the age of 18 years old. Boys and Girls Club participants will be provided meals during the regular posted times and dates of the Prosser School District Summer Meal Program. If the Prosser School District Summer Meal Program is not provided in the school district for any reason, then the above-described meals will not be provided for Boys and Girls Club participants until such time as the school district continues the Summer Meal Program.

5.4 Lessee shall, if the space is available, allow the use of the Keene Riverview Elementary multi-purpose room for use by the Boys and Girls Club of Benton and Franklin Counties Prosser Facility for its programs, as follows:

*Notification of Use:* The Lessor shall agrees to contract with the Boys and Girls Club a contract provision that the Boys and Girls Club will need to schedule use of the Keene

Riverview School multi-purpose room in advance of use to ensure availability, by contacting the school district facility scheduling office and obtaining a written schedule approval.

**Times:** The Lessor shall notify or contract with the Boys and Girls Club that the use of the Keene Riverview multi-purpose room will not occur prior to 3:30 pm on Monday, Tuesday, Thursday, and Friday of any given week. On Wednesdays of any week, the multi-purpose room will not be available until 4:30 pm unless the Boys and Girls Club has obtained prior written approval setting forth the time. On those Tuesdays of each month where the School Board will hold a public meeting, the Keene Riverview multi-purpose room will not be available in the afternoon for use.

**Supervision:** The Lessor will contract with the Boys and Girls Club a contract provision that ensures that the Boys and Girls Club will provide adult supervision for all Boys and Girls Club children participants entering or remaining in or leaving the Keene Riverview multi-purpose room. The contract provision will include a provision that Boys and Girls Club participants will not be allowed to be unsupervised in hallways or rooms of Keene Riverview Elementary School. Boys and Girls Club participants will be allowed access to identified restrooms within the building. The Lessor will contract with the Boys and Girls Club a contract provision where the Boys and Girls Club agree that initially and once every other month, a representative of the Boys and Girls Club will meet with the Keene Riverview School Principal to problem solve any issues regarding use of Keene Riverview School. Any issues which are of urgent need will be discussed by the Principal and Club Director at any time on an as-needed basis.

5.5 Lessee shall provide reasonable access to the Lessor to Lessee's recreational facilities, at no cost to Lessor, for Lessor's recreational programs subject to the rules and regulations applicable to other users of such Lessee facilities, except fees, under the following terms and conditions: Lessor shall pay for custodial services provided by Lessee as may be required for non-school district operational times when a custodian is required for the security of the school district facility. Lessor shall pay for the cost of a food services employee when the use of the school district kitchens require a food services employee. Lessor agrees other fees may be discussed and charged if justified due to an extraordinary use by Lessor which would cause a financial impact to the school district. These fees can be waived at the discretion of the Superintendent when a waiver would be in the best interest of the school district.

6. Delivery of Possession: Lessor shall deliver possession of the premises on the effective date of this agreement.

7. Quiet Enjoyment. Lessee shall lawfully and quietly hold, occupy and enjoy the premises during the term of this lease without disturbance by Lessor or by any person claiming under Lessor, subject to the other terms and provisions of this lease.

8. Acceptance of Premises: The taking of possession of the premises by Lessee shall constitute acknowledgment by Lessee that the premises were then in good and tenantable condition as represented by Lessor.

9. Maintenance by Lessor: Lessor shall maintain in good condition the structural components of the building. Lessee shall maintain and repair all other portions of the building. Lessor shall not be obligated to repair or replace any fixtures or equipment installed by Lessee

and Lessor shall not be obligated to make any repair or replacement occasioned by any act or omission of Lessee, its employees, agents, invitees or licensees. The heating, ventilation, and air conditioning system (HVAC) shall not be considered a structural component of the building.

10. Alterations, Repairs and Maintenance by Lessee: Lessee shall make no changes, improvements or alterations to the premises without the prior consent of Lessor.

Lessee shall keep the premises in a neat, clean and sanitary condition and shall keep the premises and all items therein installed by Lessee in good condition, except for reasonable wear and tear and/or damage caused other than by any act or omission by Lessee, its employees, agents, invitees or licensees.

11. Taxes: The premises are currently are exempt from general real estate taxes. The Lessee shall pay for any State Leasehold Taxes assessed by the State of Washington due because of this lease.

12. Lessor's Access to Premises: Lessor may inspect the premises at all reasonable times and enter the same for purposes of repairing, altering, improving the same, but nothing herein shall be construed as imposing any obligation on Lessor to perform any such work.

13. Liability Insurance: Lessee shall, at Lessee's expense, maintain public liability and property damage insurance, insuring against any and all claims for injury to or death of persons and loss of or damage to property occurring upon, in or about the premises. Such insurance shall have liability limits of not less than One Million Dollars (\$1,000,000) with respect of injury or death to any one person, and not less than Two Million Dollars (\$2,000,000) in respect of any and one occurrence or accident, and not less than Two Hundred Thousand

Dollars (\$200,000) for property damage with a maximum deductible amount of Ten Thousand Dollars (\$10,000). All such insurance shall name Lessor and Lessee as co-insured, with severability of interest endorsements.

Lessee shall, at Lessee's expense, maintain on all of Lessee's personal property and leasehold improvements and alterations on the premises a policy of standard fire insurance, with extended coverage, in the amount of their replacement value.

On or before taking possession of the premises pursuant to this lease, Lessee shall furnish Lessor with a certificate evidencing the aforesaid insurance coverage and renewal certificates shall be furnished to Lessor at least thirty (30) days prior to the expiration date of each policy for which a certificate was theretofore furnished. All certificates shall contain a provision that the respective insurers will not cancel the insurance coverage required under this lease without giving thirty (30) days prior written notice to Lessor.

Lessor shall, at Lessor's expense, maintain a policy of standard fire insurance with extended coverage in an amount of its replacement value. Lessor may cause such insurance to name Lessee as a co-insured. All proceeds of any such insurance shall be payable to Lessor and shall be applied to the restoration of the premises to the extent provided for in paragraph 13 below and any proceeds of such insurance shall belong to Lessor.

All insurance policies required to be furnished by Lessee or Lessor under this lease may be blanket policies covering the demised premises and other properties owned or operated by Lessee, or Lessor.

14. Damage or Destruction: If the premises or the building are damaged or destroyed

by fire or any cause other than any act or omission of Lessee, its employees, agents, invitees, or licensees, Lessor shall restore the premises, except for such fixtures, improvements and alterations as are installed by Lessee, as nearly as practicable to their condition, immediately prior to such damage or destruction. Lessee, at Lessee's expense shall so restore all such fixtures, improvements and alterations installed by Lessee. Lessee, at Lessee's expense, shall so restore the premises and the building with respect to all damages caused by any act or omission of Lessee, its employees, agents, invitees or licenses. The obligations to restore provided in this paragraph shall be subject to Lessee and Lessor's termination rights provided below. Any restoration shall be promptly commenced and diligently prosecuted.

Notwithstanding any of the foregoing provisions of this Section, in the event the premises or the building shall be destroyed or damaged to such extent that Lessor deems that it is not economically feasible to restore the same, the Lessor may terminate this lease as of the date of the damage or destruction by giving Lessee notice to that effect.

Notwithstanding any of the foregoing provisions of this Section in the event the premises shall be destroyed or damaged to such an extent the Lessee deems that he is not able to economically continue to do business on the leased premises, the Lessee may terminate this agreement by giving Lessor notice to that effect.

15. Liens: Lessee shall not suffer or permit any lien to be filed against the premises or building or any part thereof or the Lessee's leasehold interest, by reason of work, labor, services or materials performed or supplied to Lessee or anyone holding the premises or any part thereof under Lessee. If any such lien is filed against the building or Lessee's leasehold interest,

Lessee shall cause the same to be discharged of record within thirty (30) days after the date of filing the same.

16. Indemnity by Lessee: Lessor shall defend, indemnify, and hold Lessee, its directors, officers, stockholders, employees and agents harmless from and against any and all claims, demands, liabilities, expenses (including attorneys fees), for injury to persons or damages to property caused or asserted to have been caused by the negligent acts of the Lessor, its agents, servants or employees. This indemnity agreement is specifically intended to apply to, but is not limited to, those situations wherein the Lessee is held vicariously liable for negligent acts of the Lessor, or wherein it is claimed that the Lessee is vicariously liable for said negligent acts.

The Lessee shall defend, indemnify and hold Lessor, its directors, officers, stockholders, employees and agents harmless from and against any and all claims, demands, liabilities, damages and expenses (including attorneys fees) for injury to persons or damage to property caused or asserted to have been caused by the negligent acts of the Lessee, its agents, servants or employees. This indemnity agreement is intended to apply to, but is not limited to, those situations wherein the Lessor is vicariously liable for negligent acts of the Lessee or wherein it is claimed that the Lessor is vicariously liable for said negligent acts.

17. Assignment and Subletting: Neither this lease nor any right hereunder may be assigned, transferred, encumbered or sublet in whole or in part by Lessee, by operation of law or otherwise, without Lessor's prior consent.

18. Default; Remedies: The occurrence of any of the following events shall be deemed a breach of this lease, namely if Lessee shall make an assignment for the benefit of

creditors or shall file a voluntary petition under any bankruptcy act or under any other law for the relief of debtors, or if an involuntary petition is filed against Lessee under any such law and is not dismissed within sixty (60) days; or if any department of any government or any officer thereof shall take possession of the business or property of Lessee; or if the Lessee is adjudicated a bankrupt. Upon such occurrence, Lessor, at its option, may terminate this lease by notice to Lessee and upon such termination, Lessee shall quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided.

If Lessee shall default in performance of any of Lessee's obligations under this lease or shall violate any term or provision of this lease or the professional services agreement incorporated herein, or if the premises shall be left vacant or unoccupied for a period of thirty (30) days, Lessor may, upon giving Lessee any notice required by law, terminate this lease and upon such termination Lessee shall quit and surrender the premises to Lessor.

If this lease shall be terminated as herein provided, Lessor may immediately or at any time thereafter re-enter the premises and remove any and all persons and property therefrom by any suitable proceeding at law or otherwise, without liability therefore and re-enter the premises.

Lessee shall pay to Lessor all charges required to be paid by Lessee up to the time of such termination of this lease.

The parties hereto may terminate this lease by mutual agreement.

19. Trade Fixtures: Lessee may install on the premises such equipment as is

customarily used in the type of business conducted by Lessee on the premises. Upon the expiration or sooner termination of this lease, Lessee shall, at Lessee's expenses, remove from the premises all such equipment and all other property of Lessee and repair any damage to the premises occasioned by the removal thereof.

20. Condemnation: If all of the premises is taken by any public authority under the power of eminent domain, this lease shall terminate as of the date possession is taken by said public authority, pursuant to such condemnation.

If any part of the premises is so taken and, in the opinion of either Lessor or Lessee, it is not economically feasible to continue this lease in effect, either party may terminate this lease. Such termination by either party shall be made by notice to the other, given no later than thirty (30) days after possession is so taken, the termination to be effective as of the later of thirty (30) days after said notice or the date of possession is taken.

If part of the premises or part of the building is so taken and neither Lessor nor Lessee elects to terminate this lease, or until termination is effective, as the case may be, the rental shall be abated in the same proportion as the portion of the premises so taken bears to the whole of the premises and Lessor shall make such repairs or alterations, if any, as are required to render the remainder of the premises tenantable.

All damages awarded for the taking or damaging of all or any part of the building or the premises shall belong to and be the property of Lessor, and Lessee hereby assigns to Lessor any and all claims to such award, but nothing herein contained shall be construed as precluding Lessee from asserting any claim Lessee may have against such public authority for disruption or

relocation of Lessee's business on the premises.

21. Notices: All notices, demands and requests to be given by either party to the other shall be in writing. All notices, demands and request by Lessor to Lessee shall be sent by United States registered or certified mail, postage prepaid, addressed to Lessee at 1126 Meade Avenue, Suite A, Prosser, Washington 99350, or at such other place as Lessee may from time to time designate by notice to Lessor. All notices, demands and requests by Lessee to Lessor shall be sent by United States registered or certified mail, postage prepaid, addressed to Lessor at 601 7<sup>th</sup> Street, Prosser, Washington 99350, or at such other place as Lessor may from time to time designate by notice to Lessee. Notices, demands and requests served upon Lessor or Lessee as provided in this Section, in the manner aforesaid, shall be deemed sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be so mailed in any post office.

22. For Rent Signs; Showing Premises: By mutual agreement or upon default of Lessee, Lessor may place for rent or for sale signs on the exterior of the premises and may enter the premises for the purpose of showing the premises or the building to prospective tenants, purchasers and lenders.

23. Surrender of Premises: Lessee, at the expiration or sooner termination of this lease, shall quit and surrender the premises in good, neat, clean and sanitary condition, except for reasonable wear and tear and damage not caused by any act or omission by Lessee, its employees, agents, invitees or licensees.

24. Force Majeure: Lessor's failure to perform any of its obligations under this lease

shall be excused if due to causes beyond the control and without the fault or negligence of the Lessor, including but not restricted to acts of God, acts of the public enemy, acts of any government.

25. Miscellaneous:

(a) Non-waiver. No failure of Lessor to insist upon the strict performance of any provision of this lease shall be deemed to have been made unless expressed in writing and signed by Lessor. No acceptance of rent or of any other payment by Lessor from Lessee after any default by Lessee shall constitute a waiver of any such default or any other default. Consent by Lessor in any one instance shall not dispense with necessity of consent by Lessor in any other instance.

(b) Attorney's fees. If an action be commenced to enforce any of the provisions of this lease, the prevailing party shall, in addition to its other remedies, be entitled to recover its reasonable attorneys' fees.

(c) Captions and Construction. The captions in this lease are for the convenience of the reader and are not to be considered in the interpretation of its terms.

(d) Partial Invalidity. If any term or provision of this lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this lease shall be invalid and be enforced as written, to the fullest extent permitted by law.

(e) Governing Law. This lease shall be governed by the law of the State of Washington.

(f) Entire Agreement. This document contains the entire and integrated agreement of the parties and may not be modified except in writing, signed and acknowledged by both parties.

(g) Lessor's Consent. Except in the case of assignment or subletting, Lessor shall not unreasonably withhold its consent where such consent is expressly provided for in this lease.

(h) Interpretation. This lease has been submitted to the scrutiny of all parties hereto and their counsel, if desired, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight being given to its having been drafted by any party hereto or its counsel.

(i) Remedies Cumulative. The specified remedies to which Lessor may resort under the terms of this lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Lessor may lawfully be entitled in case of any breach or threatened breach by Lessee, of any provision of this lease. In addition to the other remedies in this lease provided, Lessor shall be entitled to the restraint by injunction of the violation or attempted or threatened violation, of any of the covenants, conditions or provisions of this lease.

(j) Number; Gender; Permissive Versus Mandatory Usage. Where the context permits, references to the singular shall include the plural and vice versa, and to the neuter gender shall include the feminine and masculine. Use of the word "may" shall denote an option of privilege and shall impose no obligation upon the party which may exercise such option of privilege; use of the word "shall" shall denote a duty or an obligation.

(k) Lessee's Liability. Each Lessee, and all general partners of any partnership which is a Lessee, shall be jointly and severally liable under this lease.

(l) Commissions. The parties warrant and represent to each other that no broker's commission is payable as a result of this lease.

(m) Lease Year. As used herein, the term "lease year" shall mean a 12 month period commencing on the date the term of this lease commences and each 12 month period commencing on each anniversary thereof.

(n) Time. Time is of the essence to this lease.

(o) Conflict of Provisions. In case of conflict, the more specific provision of this lease shall control.

(p) Binding Effect. This agreement shall be binding upon the parties hereto and upon their respective executors, administrators, legal representatives, successors and assigns.

Executed as of the date first above written.

LESSOR:

THE CITY OF PROSSER BY:

  
\_\_\_\_\_  
PAUL WARDEN, ITS MAYOR

ATTEST:

  
SHERRY BIGGS, CITY CLERK

APPROVED AS TO FORM BY:



HOWARD SAXTON, CITY ATTORNEY



STATE OF WASHINGTON )  
 )  
County of Benton )

I certify that I know or have satisfactory evidence that KAY BRADER and RAY TOLCACHER are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the President and Superintendent of the Prosser School District Number 116 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5/18, 2010



Linda K. Hall  
NOTARY PUBLIC IN AND FOR THE STATE OF  
WASHINGTON RESIDING AT PROSSER

NOTARY'S PRINTED NAME:

Linda K. Hall

MY COMMISSION EXPIRES: 10-15-2010

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COMMERCIAL LEASE OF  
BUILDING PAGE -19-

CITY OF PROSSER, WASHINGTON  
RESOLUTION NO. 10-1325

A RESOLUTION OF THE CITY OF PROSSER, WASHINGTON APPROVING A LEASE WITH THE PROSSER SCHOOL DISTRICT FOR PROPERTY COMMONLY KNOWN AS 1109 MEADE AVENUE, PROSSER, WASHINGTON, DECLARING THE LEASED PROPERTY SURPLUS TO THE CITY'S NEEDS DURING THE TERM OF SUCH LEASE, AND AUTHORIZING THE MAYOR TO EXECUTE THE LEASE ON BEHALF OF THE CITY

**WHEREAS**, the City of Prosser, Washington, hereinafter "City" is the owner of building, hereinafter "building" located on Park Avenue within E. J. Miller Park, commonly known as 823 Park Avenue, Prosser, Washington; and

**WHEREAS**, the City leases the building to the Prosser School District Number 116, hereinafter "District", for current curriculum, technology and facilities management purposes; and

**WHEREAS**, District's lease will expire in June 2015, in accordance with City Resolution Number 750; and

**WHEREAS**, District has made substantial improvements to the premises leased from the City; and

**WHEREAS**, City desires to contract with the Boys and Girls Club of Benton and Franklin Counties, hereinafter referred to as "Club," for recreation programs primarily focused on youth ages 6 to 12 years; and

**WHEREAS**, the Club has identified the building leased to the District as an ideal site to provide its recreation programs, given its proximity to the Keene Riverview Elementary School and to E. J. Miller Park; and

**WHEREAS**, the City and District have historically cooperated to provide recreational opportunities to youth in the Prosser vicinity because it is mutually beneficial to the citizens of both entities; and

**WHEREAS**, the District believes it will benefit by the recreational activities provided by the Club because the Club will provide after-school activities and provide a summer program for children ages 6 to 12 years; and

**WHEREAS**, the District has facilities and services which could be used by the Club to provide recreational activities in accordance with its contract with City; and

**WHEREAS**, the City has recreational programs, other than those offered by the Club, which use District facilities; and

**WHEREAS**, the District currently leases offices in downtown Prosser for its administrative offices; and

**WHEREAS**, the City owns a building in downtown Prosser commonly known as 1109 Meade Avenue, Prosser, Washington, which will be vacant on June 1, 2010, 2010; and

**WHEREAS**, the City and District believe it would be mutually beneficial to terminate the lease for the building located at 823 Park Avenue, Prosser, Washington; and

**WHEREAS**, the City and District believe it would be mutually beneficial for the City to lease its building located downtown to the District in accordance with the terms of this lease attached to this Resolution; and

**WHEREAS**, the City and District believe it would mutually beneficial to cooperate to provide recreational programs within the City through District contribution to City programs as outlined in the lease, in lieu of rent; and

**WHEREAS**, the City and District believe it would be mutually beneficial to cooperate to ensure the Club is able to provide quality recreational programs to youths primarily from the age of 6 to 12 years; and

**WHEREAS**, the City is a code city organized pursuant to Chapter 35A.12 RCW and is vested with those powers enumerated in RCW 35A.12.020; and

**WHEREAS**, those powers include the rendering of local social, cultural, recreational, educational, and similar services to its citizens; and

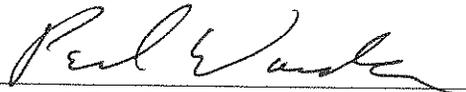
**WHEREAS**, the District is a School District duly formed and organized under Title 28A RCW; and

**WHEREAS**, the City Council finds that the terms and conditions of the lease with the District are acceptable and will provide a benefit to the City;

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF PROSSER, WASHINGTON DOES HEREBY RESOLVE** that City Council approves the lease agreement with the Prosser School District Number 116, attached hereto as Exhibit "A" for the use of the City's building located at 1109 Meade Avenue, Prosser, Washington, for the uses and purposes stated in the lease and finds that the leased property is surplus to the city's needs for the term of the lease.

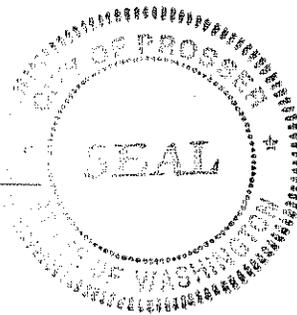
BE IT FURTHER RESOLVED that the Mayor is authorized to execute the lease approved by this Resolution after acceptance by Prosser School District Number 116.

**ADOPTED** by the City Council of the City of Prosser and **APPROVED** by the Mayor of the City of Prosser this 25<sup>th</sup> day of May, 2010.

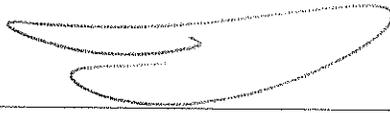
  
MAYOR PAUL WARDEN

ATTEST:

  
Sherry Biggs, City Clerk



Approved as to form:

  
Howard Saxton, City Attorney