



Lease Agreement
City of Bellevue
Air Monitoring Site

1. PARTIES. The parties to this agreement are the Puget Sound Clean Air Agency, (“Lessee”), 1904 Third Avenue – Suite 105, Seattle, WA 98101, and City of Bellevue, (“Lessor” or “City”), Parks & Community Services Department 450 110th Ave. NE, PO Box 90012, Bellevue, WA 98009.

2. PREMISES. This Agreement sets out the terms of the lease between the Lessee and the Lessor, for the property located at the Bellevue Aquatic Center, 601 143rd Ave NE, Bellevue WA. The space is located in the fenced yard on the back of the building with access from the West side, hereafter referred to as the “Premises.”

3. PURPOSE. Lessee shall use the Premises for the purpose of establishing a particulate matter, air-monitoring site.

4. TERM. The term of this Agreement shall be one (1) year commencing on the date the last party has signed it and terminating at midnight on March 31, 2009 unless otherwise terminated by 30 days prior written notice by either party. Either party may terminate this Agreement for any reason whatsoever.

5. AMENDMENTS. This Agreement may be amended only by written agreement of the parties.

6. CONDITIONS. The parties to this Agreement agree to the following:

A. The Lessor shall allow Lessee to establish and maintain an air monitoring site on the Premises.

B. The Lessee shall:

- i. Use the Premises for operating a particulate matter, air monitoring site and for the installation, operation, maintenance, repair, removal or replacement relating to the monitoring site (hereinafter also “Work”).

- ii. Pay Lessor, as rent, seventy five dollars (\$75.00) per month for the lease of space on the premises located at 601 143rd Avenue NE, due on or before the first day of each and every month thereafter during the term of this lease. If desired, multiple payments can be made for subsequent months. Checks are made payable to: "City of Bellevue" and can be mailed to the City of Bellevue, Parks and Community Services Department, Resource Management Division, PO Box 90012, Bellevue, WA, 98009-9012, or at any other place the City may designate in writing.

C. IMPROVEMENTS

- i. Lessee shall not make any alterations or improvements or do any Work that would affect the rights of the Lessor granted under this Agreement without prior written approval from the Lessor.
- ii. Lessee shall, at Lessee's expense, keep and maintain the monitoring site now or hereafter located on the Premises in reasonable condition and repair during the term of this Agreement, normal wear and tear and casualty excepted. Upon termination or expiration of this Agreement, the Premises shall be returned to Lessor in good, usable condition, normal wear and tear and casualty excepted.
- iii. Lessee shall access the Premises during normal business hours unless previous arrangements have been made.

D. RENEWAL. If Lessee shall remain in possession of the Premises at the expiration of this Agreement without a written agreement, such tenancy shall be deemed month to month tenancy under the same terms and conditions.

E. INSURANCE. Lessee shall provide insurance for bodily injury/death and property damage, and provide certificates of such insurance to the Lessor naming the Lessor as primary additional insured for activities conducted on the Premises.

F. NOTICES. All notices, requests, demands, and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Lessor or Lessee may from time to time designate any other address for this purpose by providing written notice to the other party.

Representative for the Lessee:

Mike Gilroy
Manager, Meteorological and Technical Services
1904 Third Avenue, Suite 105
Seattle, WA 98101
206-689-4001
E-mail: mikeg@pscleanair.org

Representative for the Lessor:

Zarrian Smith
City of Bellevue
11511 Main St
Bellevue, WA 98009

7. **INDEMNITY AND HOLD HARMLESS:** Each party shall release, indemnify, defend and hold harmless the other party, its Board of Directors, officers, employees and agents from and against any and all liability, loss, damage, expense, actions, or claims, including costs and attorney's fees that the other party, or its Board of Directors, or any of its officers, employees or agents, may hereafter sustain, incur, or be required to pay that arise, directly or indirectly, due to any act or omission of the other party, or any of its agents, employees or subcontractors, in the execution, performance or failure to adequately perform the party's obligations under this Agreement; Provided, however, this paragraph does not purport to indemnify either party against liability for damages arising out of bodily injuries to persons or damages caused by or resulting from the sole negligence of either party, its Board of Directors, its officers, employees and agents in the execution, performance or failure to adequately perform its obligations pursuant to this Agreement.

8. **ANTI-DISCRIMINATION:** In all hiring or employment made possible or resulting from this Agreement, Lessee shall not discriminate against any employee or applicant for employment because of race, color, ancestry, religion, national origin, age, sex, sexual orientation, marital status or the presence of any sensory, mental or physical handicap in an otherwise qualified handicapped person unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

9. **NON-EXCLUSIVE RIGHT:** This Agreement shall not be deemed or construed to be an exclusive right. It does not prohibit the City from granting any other permits to other individuals, public or private entities so long as such other permits do not unreasonably interfere with the rights granted to Lessee herein.

10. **RESTORATION:** After any construction/use by Lessee or its agents or assigns, Lessee will return the City's property to equal to or better than its original condition, or to a reasonable condition satisfactory to the City by repairing any damage done to the City's property, including but not limited to: slopes, shrubbery, landscaping, fencing, roadway, or structures.

11. **NO COST TO CITY:** City shall bear no cost or expense whatsoever in connection with Lessee's activities.

12. **REPAIRING DAMAGE BY LESSEE:** Lessee shall make all efforts to minimize impact to Property. In the event that damage of any kind is caused by Lessee in the course of performing Work or engaging in activity authorized by this Agreement, Lessee will repair said

damage at Lessee's sole cost and expense. Repair work shall begin without delay and continue without interruption until completed, unless otherwise directed by City. If damage is extensive, the time allowed for repair will be prescribed by the City agent. If the City determines it is necessary, the City may accomplish the work and charge all the costs to Lessee by providing Lessee with a prior notice.

13. **LESSEE CONDUCT OF ACTIVITIES:** Lessee shall at all times conduct its activities on City's property so as not to endanger City's operations, facilities and/or public. Lessee acknowledges that the balance of the Aquatic Center will be opened to the public during the activities of Lessee contemplated in this Agreement.

14. **HOURS:** City hereby grants to Lessee the right to enter upon the Premises, between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, for the purposes listed in this Agreement.

15. **TOOLS, EQUIPMENT & OTHER PROPERTY:** All tools, equipment, and other property taken upon or placed upon the land by Lessee or its agents shall remain the property of Lessee and must be removed immediately whenever the task or Work for which the equipment was brought upon the Premises is accomplished, but not less frequently than at the end of each day, unless arrangements have otherwise been made by Lessee and the City.

16. **SECURE PROPERTY:** Lessee shall barricade and sign as appropriate that portion of the Premises that may pose a safety hazard to the public.

17. **PERMITS & OTHER APPLICABLE LAWS:** Lessee shall obtain any and all permits necessary for Lessee's work. Signing of this Agreement in no way relieves Lessee from complying with any other applicable laws in performing the Work subject to this Agreement.

18. **TITLE:** This Agreement grants only the right to use the City's interest in a portion of the herein described property, and the execution of this Agreement is not a warranty that good title to any specific property is vested in the City.

19. **STOP WORK ORDER:** Upon execution of this Agreement, Lessee agrees to abide by all terms and conditions of any Stop Work Order posted by the City. A Stop Work Order may be posted on the project whenever the City has reasonable cause to believe that violation of the City of Bellevue Code or this Agreement has occurred, is about to occur, or that conditions exist that may constitute a hazard to persons or property.

20. **TRANSFER.** No obligations of either PARTY to this Agreement may be transferred or assigned to a third party without the written consent of both PARTIES, which consent shall not be unreasonably withheld.

21. **BINDING:** This Permit shall be binding upon Lessee's successors and assigns.

22. **LAW & VENUE.** This Agreement shall be governed by the laws of the State of Washington. Venue shall be King County.

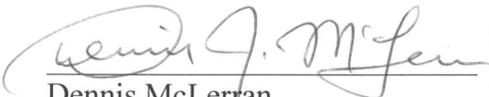
23. **SEVERABILITY.** If any provision of this Agreement, or the application of such provision to any person or circumstances, is found to be invalid, the remainder of the provisions of this Agreement, or the application of that provision to persons or circumstances other than those which it is found to be invalid, shall not be affected by such invalidation.

The land affected by this Agreement is located within the City of Bellevue, in the County of King, State of Washington.

IN WITNESS WHEREOF, the City herein authorizes the use of the property described herein and Lessee agrees to comply with the terms and conditions herein contained, as signed on the date below.

For the Lessee: **Puget Sound Clean Air Agency**

For the Lessor: **City of Bellevue**


Dennis McLerran
Executive Director


Shelley Marelli
Deputy Director, Parks & Community Services
Department

Date: 4/2/08

Date: 4/14/08

Approved as to form:


Assistant City Attorney

EPA Project Control Number

U.S. Environmental Protection Agency
Washington, D.C. 20460

**Certification Regarding
Debarment, Suspension and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

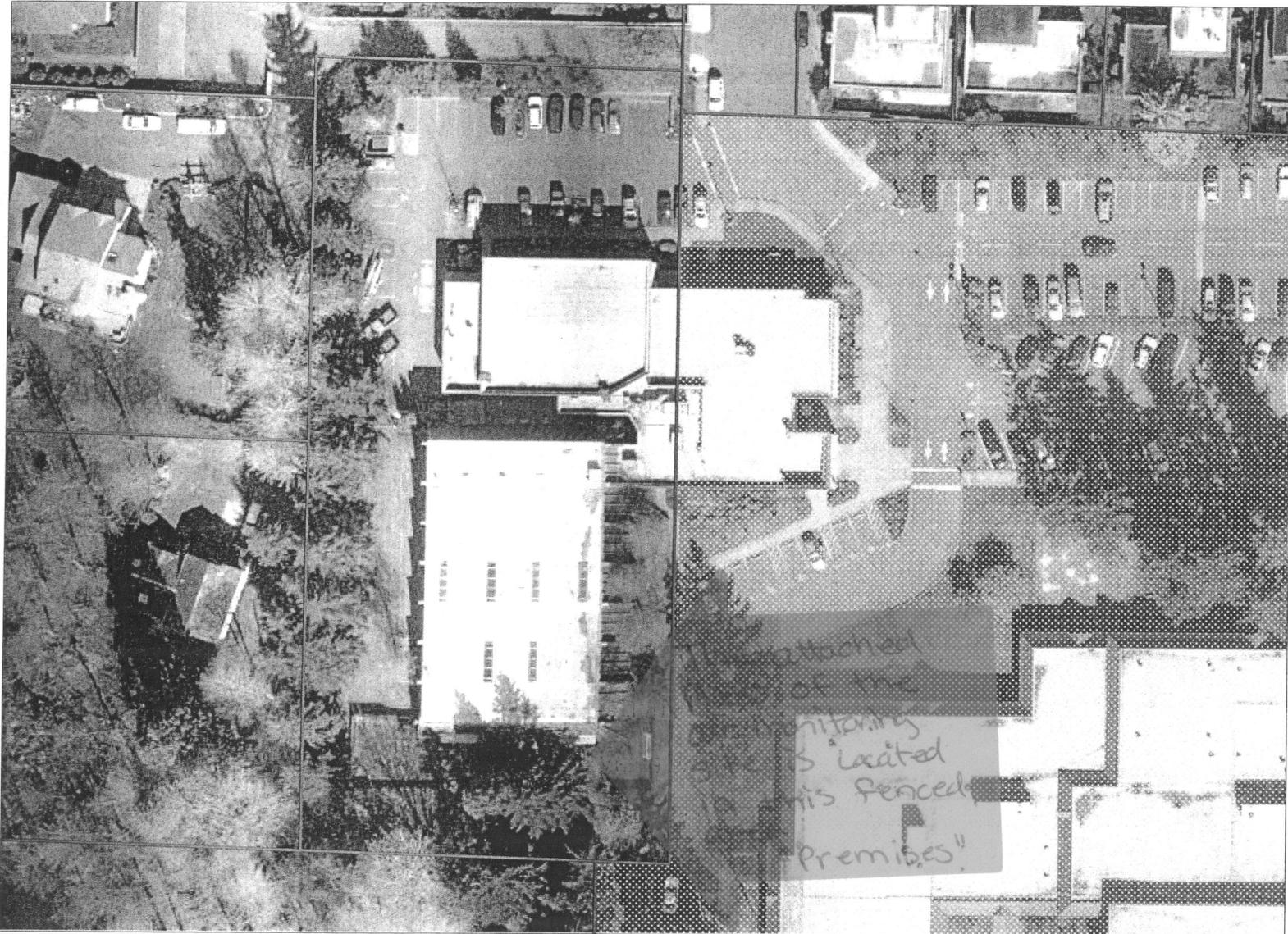
Shelly Mauld

Signature of Authorized Representative

4/14/08

Date

I am unable to certify to the above statements. My explanation is attached.



Attached of the [unclear]
is located
in this fenced
premises!



EVIDENCE OF COVERAGE
WASHINGTON GOVERNMENTAL ENTITY POOL
 P.O. BOX 19330, Spokane, WA 99219
 Tel. 800-462-8418 or 509/838-0910
 Fax 509/747-3875

INSURED / PARTICIPANT
 Puget Sound Clean Air Agency
 110 Union Street, Ste 500
 Seattle, Washington 98101

POLICY NO. 2008-00-062

CERTIFICATE HOLDER
 City of Bellevue
 16023 NE 8th St
 Bellevue WA 98008

This is to certify that the policies of insurance and memorandum of coverage listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the policies and memorandum of coverage described herein is subject to all terms, exclusions and conditions of such policies.

EFFECTIVE DATE: September 1, 2007

EXPIRATION DATE: August 31, 2008

COVERAGE

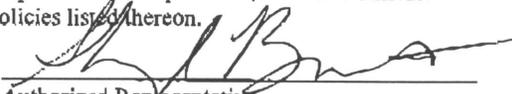
LIMIT

Comprehensive General Liability/Auto Liability		
Washington Governmental Entity Pool	\$ 500,000	Self-Insured Retention
Company: Government Entities Mutual, Inc.	\$ 9,500,000	Per Occurrence
		Member Deductible Applies

In respects to the use of the Bellevue Aquatics Center as an air monitoring site by the Puget Sound Clean Air Agency.

The Evidence of Coverage does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

EOC-2008



 Authorized Representative
 DATE: Tuesday, January 22, 2008