

LEASE AGREEMENT CONTRACT

This contract is entered into between the **Puget Sound Clean Air Agency**, (hereinafter referred to as the "Agency"), a municipal corporation of the laws of the State of Washington, and **Darrington School District**, (hereinafter referred to as the "Lessor"), (PO Box 27, 1065 Fir Street, Darrington, WA 98241).

WHEREAS, the Board of Directors of the Puget Sound Clean Air Agency deems it desirable to lease the space of the Lessor to perform Air Monitoring Activities for the Agency; and

WHEREAS, the Lessor represents and warrants that the space to be leased is available; and

NOW, THEREFORE, the Agency and the Lessor mutually agree as follows:

1. **Premises**

This Lease Agreement sets out the terms of the lease between the Agency and the Lessor, for the real property owned by the Lessor located at the Darrington High School Campus, 1065 Fir Street, Darrington, WA 98241. The space is located next to a temporary building on the high school campus near the cafeteria and as described in the Addendum A, hereafter referred to as the "Premises."

2. **Conditions.** The parties to this Lease Agreement agree to the following:

a. The Lessor shall allow the Agency to maintain and operate an air monitoring site on the Premises.

b. The Agency shall use the Premises for operating an air monitoring site and for the installation, operation, maintenance, repair, removal or replacement of equipment relating to the monitoring site. All improvements and equipment related to the air monitoring site are owned exclusively by the Agency.

c. The Agency shall not use the Premises in any way which interferes with the use of the Premises by Lessor, or lessees or licensees of Lessor with rights in the Premises prior in time to the Agency.

d. The Agency shall not make any alterations or improvements to the Premises without prior written approval from the Lessor.

e. The Agency shall, at its own 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.

f. The Agency shall access the Premises during normal business hours unless previous arrangements have been made.

3. **Rent Charges.** The Agency shall pay Lessor, as rent, one hundred dollars (\$100.00) per month for the Premises. Payment shall be monthly due on or before the 10th of each month of the term.

The Lessor shall submit invoices to the Agency's Manager of Finance and Purchasing and shall be paid within thirty (30) days after review and approval by the Agency Project Manager. The final invoice must be submitted no later than thirty (30) working days after the termination date.

4. **Term.** The effective date of this contract is April 1, 2012. The termination date of this contract is March 31, 2017.

5. **Renewal.** If the Agency remains in possession of the Premises at the termination of this Agreement without a written Agreement, such tenancy shall be deemed month to month tenancy under the same terms and conditions.

6. **Communications.** The following persons shall be the contact person for all communications regarding the performance of this contract.

| Lessor | Agency |
|--|---|
| Dave Holmer, Acting Superintendent | Project Manager: Matt Harper |
| Secretary to the Board of Directors | Puget Sound Clean Air Agency |
| Darrington School District, 1065 Fir Street, Darrington, WA 98241 | 1904 Third Avenue, Suite 105 Seattle, WA 98101 |
| Phone: (360) 436-1323 | Phone: (206) 689-4009 |
| Fax: (360) 436-2045 | Fax: (206) 343-7522 |
| E-mail address: dholmer@dsd.k12.wa.us | E-mail address: matth@pscleanair.org |

7. **Changes.** The Agency may, from time to time, require changes in the conditions of this contract. The parties shall mutually agree to the changes by written amendment to the contract.

8. **Termination.** The Agency may terminate this contract at any time with or without cause by giving a sixty day (60) written notice to the Lessor of such termination and by specifying the effective date of the termination. The Lessor may terminate this contract at any time with or without cause by giving a sixty day (60) written notice to the Lessor of such termination and by specifying the effective date of the termination.

9. **Hold Harmless.** Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement.

10. **Licensing, Accreditation, and Registration.** The Lessor shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards, necessary for the performance of this contract and shall pay all taxes related to the Premises.

11. **Limitation of Authority.** Only the Agency's Project Manager shall have the express, implied or apparent authority to alter, amend, modify or waive any clause or condition of this contract on behalf of the Agency except for clauses or conditions required by law. Furthermore, any alteration, amendment, modification or waiver of any clause or condition of the contract is not effective or binding unless made in writing and signed by the Agency's Project Manager.

12. **Governing Law.** This contract shall be governed by the laws of the state of Washington. The Lessor, by execution of the contract, acknowledges the jurisdiction of the courts of the state of Washington in this matter.

13. **Severability.** The provisions of this contract are severable. If any provision is illegal or invalid for any reason whatsoever, that illegality or invalidity shall not affect the validity of the rest of the contract.

14. **Nondiscrimination.** During the performance of this contract, the Lessor shall comply with all federal and state nondiscrimination laws, regulations and policies. In the event of the Lessor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Lessor may be declared ineligible for further contracts with the Agency. The Lessor shall, however, be given a reasonable time in which to remedy this noncompliance.

15. **Utilization of Minority and Women-Owned Business Enterprises (MWBE).** To the extent practicable, when performing the services agreed to under this contract, the Lessor should utilize MWBEs certified by the Office of Minority and Women's Business Enterprises under the state of Washington certification program.

16. **Assignment.** The work provided under this contract, and any claim arising thereunder, is not assignable or delegable by either party, in whole or in part, without the express prior written consent of the other party.

17. **Attorneys' Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorneys' fees and costs.

18. **Content and Understanding.** This contract contains a complete and integrated understanding and contract between the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

THIS CONTRACT is executed by the persons signing below, who warrant they have the authority to execute the contract.

**PUGET SOUND
CLEAN AIR AGENCY**

**LESSOR
DARRINGTON SCHOOL
DISTRICT**

By: 
Paul Roberts
Board of Directors, Chair

By: 
Dave Holmer, Acting Superintendent
Secretary to the Board of Directors

Date: 6/11/12

Date: 5/22/12

Attest:

By: 
Craig Kenworthy
Executive Director

Date: 6/6/12

Approved as to Form:

By: 
Laurie Halvorson
General Counsel

Date: 6/5/12

Addendum A Location of Air Monitoring Site – Darrington



The Air Monitoring Site is a 20 ft x 10 ft rectangle on the South edge of the Temporary building on the Darrington School's complex. The site is locked by a gated fence with grey slats, and access is via key. The key has been shared with the custodial staff in case of emergency. There is a lockbox with an additional emergency key on the fence that can be opened by school officials by using the code 1206.



Puget Sound Clean Air Agency
1904 3rd Ave., Ste 105
Seattle, WA 98101

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.

Dave Holmer, Acting Superintendent

Typed Name & Title of Authorized Representative

Dave Holmer

Signature of Authorized Representative

5/22/12

Date

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