

LICENSE AGREEMENT FOR AIR QUALITY STUDY

THIS LICENSE AGREEMENT is made as of this First day of July 2016, by and between the SEATTLE SCHOOL DISTRICT, a Washington municipal corporation (the "District") and the Puget Sound Clean Air Agency, a Washington municipal corporation, whose address is 1904 Third Ave, Suite 105, Seattle, WA 98101 ("Licensee").

Whereas, the District owns certain property located at Gatzert Elementary School ("the Premises");

Whereas, Licensee has requested permission of the District to enter upon the Premises for the sole purpose of developing a temporary air monitoring site;

Whereas, all costs associated with the construction, operation and/or removal of the monitoring site (including the installation of fencing) shall be borne by Licensee.

NOW THEREFORE, the District hereby grants Licensee, and Licensee accepts, a non-exclusive, revocable license for access to the Premises for performing the Work subject to the following terms:

- 1. Agreement Is a License.** The relationship between the District and the Licensee under this License Agreement is not one of landlord and tenant, but rather one of licensor and licensee. The incurrence of any costs with respect to the Premises by Licensee shall in no way operate to confer upon Licensee any other interest, status, or estate of any kind other than licensee nor obligate the District to enter into any agreement conferring such other interest. Licensee shall have no recourse against the District for any breach hereunder.
- 2. Duties of Licensee.** The Licensee shall, at its own cost and expense except as provided herein, install, operate, and remove one air quality monitoring station as shown in Attachment A. The station will be on the playfield south of the parking lot on the Premises, as shown in Attachment A. The Licensee will utilize a 12 ft. by 12 ft. space identified on the Bailey Gatzert Elementary School Campus to install and operate an ambient air monitoring site. The Licensee shall provide all resources necessary for installation and removal of the monitor, except as described in Section 3. The Licensee shall bring in 1 yard of 5/8 inch crushed gravel to level the ground in the spot identified. The Licensee shall bring in a small 5 ft. by 6 ft. plastic shed (pictured in Attachment A). The Licensee shall secure the plastic shed on the gravel pad, and install temporary fencing. The air monitors to be housed in the plastic shed will include two samplers to sample ambient air for air toxic components. The site will operate for one year. After sampling is completed, then the site will be removed. The Licensee agrees to pay the District for installing electrical power within 30 days of the receipt of the invoice for the work. Licensee will be responsible for servicing the equipment, collecting samples, and removing the equipment and structures after the study is completed ("the Work")

3. **Duties of District.** The District shall install one power receptacle rated for a minimum of 15amps at 110VAC. The District shall provide the Licensee a cost estimate for providing power installation. The District shall not install the power receptacle until the Licensee approves the cost estimate by issuing a purchase order. The District shall invoice the Licensee for this work. The District shall not access or alter the Licensee's air monitoring site, including the shed and any equipment.

4. **Access Limited to Public Areas.** Except as specifically accompanied by a District representative, Licensee's access to the Premises shall be limited to public areas of the Premises between the hours of 7:00 a.m. to 5:00pm., Monday through Friday. Licensee's access to the Premises shall be limited to the hours of 7:00 a.m. and 5:00pm., unless other hours are arranged by mutual agreement by the District and the Licensee. Licensee shall notify the District at least five (5) working days in advance of initial entry by Licensee onto the Premises to carry out the Work (or any portion of it). Licensee shall register at the administration office prior to commencing any Work on the Premises and sign-out after this Work is concluded. Right to access cannot interfere with school activities, such as recess. The District shall have the right to be present during and to observe all of Licensee's activities at the Property. Rights granted to Licensee by this Agreement shall not extend to any other portion of the Premises without the District's prior consent.

5. **No Additional Work; Limitations; Requirements.**

a. Licensee shall not, except as allowed by the District in writing, perform any additional activities or work in addition to or different from the Work set forth herein. Licensee may not engage in, nor shall the Work be construed to include the authority to engage in, any: (i) destructive testing, (ii) alterations, modifications and/or improvements to the Premises, or (iii) penetration of the roof, floors, walls or any other element of the Premises.

b. All equipment related to the station installed except equipment under Section 3, and all data obtained from the station, shall be owned by the Licensee. Upon request, the Licensee shall provide the District with copies of all data, including monitoring data and chemical analytical data, generated from the Work that Licensee conducts pursuant to this Agreement. Licensee shall provide the data in such form as reasonably requested by the District.

c. At the conclusion of the Work, Licensee shall return the Premises to a condition substantially similar to that existing prior to its activities authorized by this Agreement, except as related to Section 3.

6. **Compliance with Laws, Rules, and Regulations.** Licensee will carry out or cause to be carried out the Work at its sole cost and expense, in a good, workmanlike and orderly manner so as to avoid interfering with or interrupting the normal business operations and quiet enjoyment of the other occupants of the Premises, in full compliance with all applicable governmental laws, rules, regulations, and codes.

Licensee, at its sole cost and expense, shall obtain any and all permits, licenses, and approvals that may be required in order to make lawful Licensee's entry onto the premises and performance of the Work.

7. **Licensee Responsible for Safety and Property.** Licensee's activities within, on or about the Premises shall be at its sole risk, and the District shall not be responsible for the safety of Licensee or its agents or employees, or for the condition or loss of any items of personal property brought onto the Premises.

8. **Responsibility for Damages.** The Licensee shall be liable for claims, damages and injuries which may occur because of the installation, maintenance, operation and removal of the said monitoring station as provided in subsections a. and b. The Licensee shall not be liable for claims, damages and/or injuries from the acts or omissions of the District, its employees, agents or contractors. Neither party shall be liable for the acts or omissions of individuals or entities not a party to this license.

9. **Communications.** The following persons shall be the contact persons for all communications regarding the performance of this License.

District	Licensee (PSCAA)	Send invoices to:
Troy White, Environmental Health and Safety Manager	Matt Harper, Air monitoring Lead	Finance Manager
Seattle Public Schools	Puget Sound Clean Air Agency	Puget Sound Clean Air Agency
Phone: 206-252-0528 (off) 206-793-7739 (mobile)	Phone: 206-689-4009 (off) 206-516-9025 (mobile)	Phone: 206-689-4014
206-743-3031 (fax)	206-343-7522 (fax)	206-343-7522 (fax)
TWHITE@seattleschools.org	matth@psccleanair.org	finance@psccleanair.org

10. **Changes.** This License may be amended only by written instrument properly signed by both parties hereto.

11. **Duration and Termination of Agreement.** This Agreement shall automatically terminate twelve (12) months following mutual execution. Either party may terminate this License at any time with or without cause by giving a thirty day (30) written notice of such termination and by specifying the effective date of the termination.

12. **Effect of Agreement.** Nothing in this Agreement shall constitute an admission of fact, responsibility, fault or liability of any kind, or constitute a waiver or limitation of any legal claim or defense available to either party.

13. **Entire Agreement.** This Agreement sets forth all covenants, promises, agreements, conditions and understandings between the District and Licensee concerning the Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the District and Licensee other than as set

forth in this Agreement. No subsequent alteration, amendment, change or addition to the Agreement shall be binding upon the District or Licensee unless reduced to writing and signed by both parties.

14. **Captions and Article Numbers.** The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent or such sections nor in any way affect this Agreement.

Dated as of the first day set forth above.

SEATTLE SCHOOL DISTRICT

PUGET SOUND CLEAN AIR AGENCY

By: [Signature]
Its: Director of Facilities
Date: 6/16/16

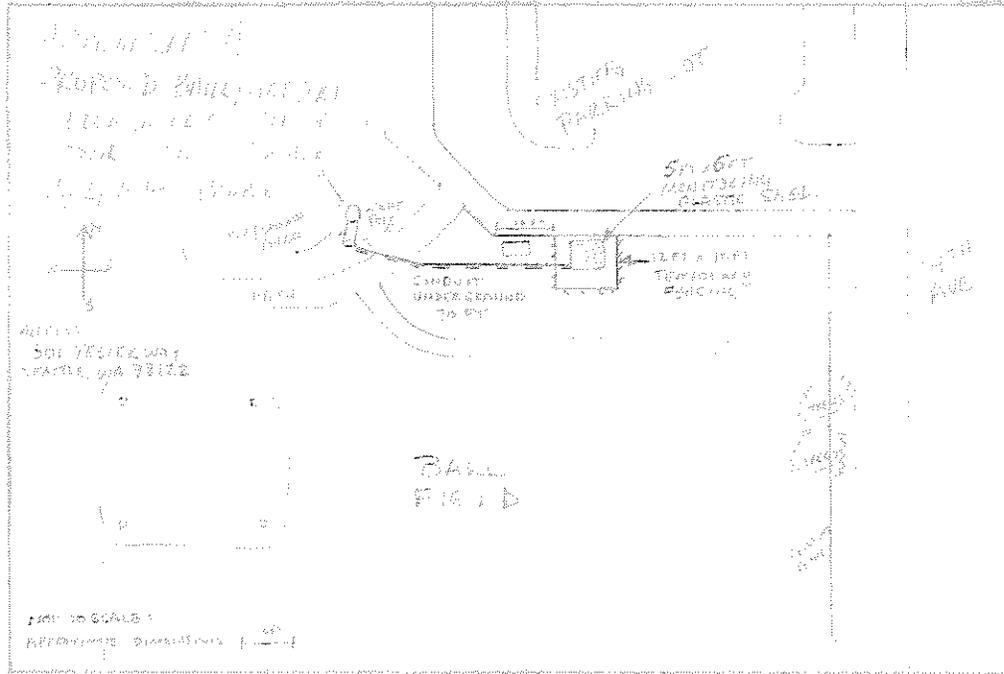
By: [Signature]
Craig T. Kenworthy,
Executive Director
Date: 6/10/16

Approved as to Form:

By: [Signature]
Jennifer Dold,
General Counsel
Date: 6/10/2016

Attachment A

Original Drawing – Proposed Bailey Gatzert Elementary Monitoring Site



Photograph of Shed

