**City of Yakima**

**NOTICE TO PROPOSERS**

**RFP No. 11513P**

Notice is hereby given by the undersigned that sealed Requests for Proposals will be accepted in the office of the Yakima City Clerk, Yakima City Hall, 129 N. 2nd Street, Yakima, Washington 98901 until the hour of **2:00:00 PM April 2, 2015.** At such time, Proposers names will be publicly read for:

Property Lease of 9,805 sq ft of land and 1,450 SF Building at 2012 South 16th Avenue

Request for Proposal Packets are available online at [www.yakimawa.gov/services/purchasing](http://www.yakimawa.gov/services/purchasing) or in the office of the Purchasing Manager, Yakima City Hall, 129 North 2nd St., Yakima, WA 509-575-6093.

The City of Yakima reserves the right to reject any and all RFP’s. The City of Yakima hereby notifies all proposers that it will affirmatively ensure that it will not discriminate on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et set.)

Dated this 6th day of March 2015.

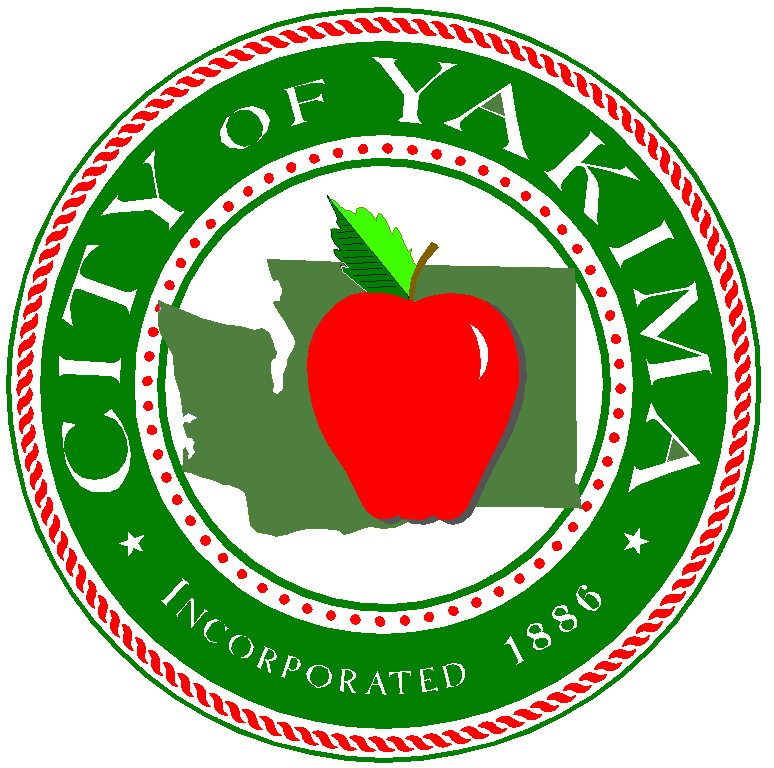
Sue Ownby, CPPO

Purchasing Manager

Publish on March 10 and 11, 2015

**YHR acct.** 11002

**CITY OF YAKIMA**

****

REQUEST FOR PROPOSAL # 11513P

**COVER SHEET ~** *THIS IS NOT AN ORDER*

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| RFP Release Date: March 10, 2015 | | | | | | |
| **Proposal Receipt**: Proposal envelope must be sealed and plainly marked with due date, time, and Request for Proposal (RFP) Number 11513P, and the words “DO NOT OPEN” and delivered to the address listed below. **Late proposals will be rejected**. Proposals MUST be date and time stamped on or before the date and time listed below that the proposal is due. Proposal openings are public. Proposals shall be firm for acceptance for ninety (90) days from date of proposal opening, unless otherwise noted. **Deliver to:**  **City of Yakima Clerk’s Office**  **129 North 2nd Street**  **Yakima, WA 98901**  **Do not bring your proposal in to the opening room. Proposal must be received and date stamped by the Clerk’s Office** | | | | | | |
| Proposals Must be in the office no later than  **April 2, 2015 at 2:00:00 PM PST** | Public Opening 🗹 | | Purchasing For:  Yakima Air Terminal  2400 West Washington Ave.  Yakima, WA 98902 | | | |
| PROPOSER’S Name & Address (to be filled out by proposer):  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | Buyer in charge of this procurement (Contact for further information):  Sue Ownby, Procurement Manager | | | |
| Phone  (509) 576-6695 | | E-Mail Address  [Sue.Ownby@yakimawa.gov](mailto:Sue.Ownby@yakimawa.gov) | |
| **PROJECT DESCRIPTION SUMMARY** | | | | | | |
| Property Lease of 9,805 sq ft of land and 1,450 SF Building at 2012 South 16th Avenue | | | | | | |
| Check if you are a WMBE or DBE Vendor and list certification Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | | | |
| I hereby acknowledge receiving **addendum(a)** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, (use as many spaces as addenda received) | | | | | | |
| In signing this proposal we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other Proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other Proposer or competitor; that the above statement is accurate under penalty of perjury. Furthermore, the Washington State Interlocal Cooperative Act (RCW 39.34) provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The City/County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.  We will comply with all terms, conditions and specifications required by the City of Yakima in this Request for Proposal and all terms of our proposal. | | | | | | |
| Name of Authorized Company Representative (Type or Print) | | Title | | | | Phone (       ) |
| Fax (       ) |
| Signature of Above | | Date | | Email Address | | |

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**RFP # 11513P**

Property Lease of 9,805 sq ft of land and 1,450 SF Building at 2012 South 16th Avenue

# GENERAL INFORMATION

## Introduction

## The purpose of this Request for Proposal (RFP) is to provide interested parties with information to enable them to prepare and submit a proposal to Lease Property of 9,805 Sq Ft of land and 1,450 SF Building located at 2012 South 16th Avenue. The City of Yakima (referred to as “Owner” throughout this document), Yakima Air Terminal Office, as represented by City Purchasing, intends to use the results of this solicitation to award a contract for said property lease.

## Scope and Objectives

The City of Yakima owns 9,805 Sq Ft of land and 1,450 SF Building located at 2012 South 16th Avenue situated adjacent to the Yakima Air Terminal and located within city limits, as described in Attachment A – “Description of Site”. The City seeks to enter into a lease agreement for the Premises to the proposer who is interested in leasing, improving, and occupying the premises and proposes the overall best use for the property. The Contract Period shall run for a three (3) year period with one renewal option for an additional two (2) year period. Additional extensions may be presented in the Proposal. *Please note:* The property has water and electric, but the septic system is unusable. The property is Zoned as an Airport Support District (AS Zone) and there are limited uses that are permitted at this location. See Table 4-1 of the Zoning Ordinance (YMC 15.04.030) at: <http://www.codepublishing.com/WA/yakima/> for further details

## Contracting Agency and Point of Contact

This RFP is issued by the City of Yakima Purchasing Division. The person responsible for managing this RFP process from beginning to end is the Buyer listed on page 2 of this solicitation. From the date of release of this RFP until a Notice of Intent to Award the Contract is issued, all contacts with Owners employees, and other personnel performing official business for the Owner regarding this RFP shall be made through the Buyer listed on page 2. Contact with other Owner personnel regarding this RFP is not permitted during the procurement process and violation of these conditions may be considered sufficient cause for rejection of a Proposal and disqualification of the Proposer.

## Clarifications and/or Revisions to Specification and Requirements

If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this solicitation, the Proposer has an affirmative duty to immediately notify the Buyer of such concern and request modification or clarification of the RFP document.

Any questions, exceptions, or additions concerning the subject matter of the RFP document(s) shall not be considered unless submitted via e-mail (no phone calls) to the Buyer listed on page 2, a minimum of five (5) days prior to the submittal due date.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, supplements or revisions will be provided to all known Proposers in the form of an Addendum. All Addenda are posted on [www.yakimawa.gov/services/purchasing](http://www.yakimawa.gov/services/purchasing) and sent directly to interested parties who have registered for updates to this RFP.

If any requirements of the RFP are unacceptable to any prospective Proposer, they may choose not to submit a proposal.

## News Releases

News releases pertaining to the RFP or to the acceptance, rejection, or evaluation of Proposals shall not be made without the prior written approval of the Buyer listed on page 2.

## Examining Documents & Facilities

The Proposer is hereby advised that by submitting a Proposal, he/she is deemed to have studied and examined all facilities and all relevant documents and acknowledged all requirements contained herein before proposing.

## Calendar of Events

Listed below are important dates and times by which actions related to this RFP may be completed. In the event that the Owner finds it necessary to change any of these dates and times it will do so by issuing an addendum to this RFP.

|  |  |
| --- | --- |
| **DATE** | **EVENT** |
| March 10, 2015 | RFP Issuance |
| **March 23, 2015, 5PM** | Due date for written questions |
| **March 26, 2015** | Addenda -Written answers provided (target) |
| **April 2, 2015 at 2:00:00 PM PST** | Proposals Due |

The schedule of events after the Proposal due date will be handled as expeditiously as possible, but there is not a set schedule. An Evaluation Committee will be formed to evaluate proposals and may choose to interview Proposers or make site visits. Every effort will be made to notify short-listed proposers of important post-opening dates.

## Incurring Costs

The Owner is not liable for any cost incurred by a Proposer in the process of responding to this RFP including but not limited to the cost of preparing and submitting a response, in the conduct of a presentation, in facilitating site visits or any other activities related to responding to this RFP.

## No Obligation to Contract

This RFP does not obligate the Owner to enter into a lease of the property specified herein. Owner reserves the right to cancel or reissue this RFP in whole or in part, for any reason prior to the issuance of a Notice of Intent to Award. The Owner does not guarantee it will enter into a lease agreement as a result of this RFP process. Proposals that stipulate that the Owner shall guarantee a specific outcome will be disqualified.

## Retention of Rights

The Owner retains the right to accept or reject any or all proposals if deemed to be in its best interests.

All proposals become the property of Owner upon receipt. All rights, title and interest in all materials and ideas prepared by the proposer for the proposal to Owner shall be the exclusive property of Owner and may be used by the Owner at its option.

# PREPARING AND SUBMITTING A PROPOSAL

## General Instructions

The evaluation and selection of a lease holder will be based on the information submitted in the Proposal plus references, and any on-site visits or best and final offers (BAFOs) where requested. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a Proposal.

## Submitting a Proposal

Proposers shall submit one original (so marked) and three (3) paper copies, along with one (1) electronic version of all files via USB drive or CD. Any sections deemed by proposer to be confidential per Washington State Public Disclosure Act (RCW 42.56 et seq.) shall be separated from the main document and marked “confidential”. All other sections of the response shall be made available to the public immediately after contract signing. All materials required for acceptance of the Proposal by the deadline must be sent to the address listed on page 2 of this RFP.

Proposals shall be received no later than the date and time listed on Page 2 of this RFP. Late proposals will not be accepted or evaluated and will be returned to the proposer, unopened, unless it can be proven the proposal was in the hands of a third-party package delivery company and should have been delivered on time, thus showing no advantage over the other Proposers.

All Proposals shall list the information on the outside of the package as specified on Page 2 of this RFP.

## Organization and Format of Required Proposal Elements

Proposers responding to this RFP must comply with the following format requirements. The Owner reserves the right to exclude any responses from consideration that do not follow the required format as instructed below.

Proposals shall be organized and presented in the order and by the numbers assigned in the RFP with each heading and subheading should be separated by tabs or otherwise clearly marked.

**Tab 1 - Table of Contents**

Provide a table of contents for the Proposal.

**Tab 2 - RFP Cover Sheet**

Complete and sign the Cover Sheet, which is page 2 of this RFP solicitation.

**Tab 3 - Transmittal Letter**

The transmittal letter must be written on the Proposer’s official business stationery and signed by an official authorized to legally bind the Proposer. Include in the letter:

1. Name and title of Proposer representative;
2. Name, physical and mailing address of company;
3. Telephone number, fax number, and email address;
4. RFP number and title;
5. Acknowledge any Addenda;
6. A statement that the Proposer believes its Proposal meets all the requirements set forth in the RFP;
7. A statement acknowledging the Proposal conforms to all rules and procedures articulated in this RFP, all rights terms and conditions specified in this RFP;
8. A statement that the individual signing the Proposal is authorized to make decisions as to the lease terms and conditions stated and that she/he has not participated and will not participate in any action contrary to the RFP,
9. A statement that the Proposer will be making a number of representations outside of its formal Proposal document in, possibly, discussions, presentations, negotiations, demonstrations, sales or reference material and other information-providing interactions and as such hereby warrants that the Owner can rely on these as inducements into any subsequent contract, and be made a part thereof.

**Tab 4 – Business Model and Concept**

Provide your firms business model and concept for the leasespace including, but not limited to:

1. Proposed use of the space
2. Hour of operations
3. Financial pro-forma

**Tab 5 – Qualifications/Experience**

Provide your firms Qualifications and experience operating a similar business. Provide a description of how the proposed use will respect and protect the historic character of the building and setting.

**Tab 6 – Vision**

Provide your firms vision of how your firms business is compatible with and will complement and in no way conflict with the Yakima Air Terminal operations.

**Tab 7 – Financial**

Provide financial data that reflects your organization’s ability to make the necessary improvements to the property in accordance with your proposed business plan.

**Tab 8– Sample Contract and Terms and Conditions**

The Sample Contract, General and Special Terms and Conditions provided with this RFP represent the terms and conditions which the Owner expects to execute in a contract with the successful Proposer. Proposers must accept or submit point-by-point exceptions along with proposed alternative or additional language for each point. The Owner may or may not consider any of the Proposer’s suggested revisions. Any changes or amendment to any of the Contract Terms and Conditions will occur only if the change is in the best interest of the Owner. Proposers may not submit their own contract document as a substitute for these terms and conditions.

**Tab 9 – Required Forms**

Include here the completed forms required in the RFP. Failure to complete and/or provide any required forms may result in disqualification of proposal.

**Tab 10 - Cost Proposal Information**

The intent of this Request for Proposals is to identify a long term leasing solution for the Premises.

The Proposal shall clearly identify the financial terms of the lease offered for the property. Including but not limited to:

1. Lease Term and Renewals required
2. Monthly Base Rent on a NNN Basis (proposer pays LH Tax and all utilities)
3. Required Landlord Improvements
4. Offered Tenant Improvements
5. Lease Commencement Date
6. Comprehensive Description of Intended Use
7. Additional Information as necessary to clearly outline the Proposal’s complete financial impact

# EVALUATION AND CONTRACT AWARD

## Preliminary Evaluation

All Proposals shall be evaluated against the same standards. The Proposals will first be reviewed to determine if they contain the required forms, follow the submittal instructions and meet all mandatory requirements. Failure to meet mandatory requirements will result in proposal rejection as non-responsive. In the event that NO Proposer meets specified requirement(s), the Owner reserves the right to continue the evaluation of the proposals and to select the proposal most closely meeting the requirements specified in this RFP, or not select any proposals.

## Proposer Presentations

Based on evaluation of the written proposals by the Evaluation Team on the stated criteria, an estimate of two to four top scoring proposals may be short-listed. Short-listed Proposers may be required to participate in interviews and/or site visits to support and clarify their Proposals if requested by the Evaluation Team. The Evaluation Team will make every reasonable attempt to schedule each presentation at a time and location agreeable to the Proposer. Failure of a Proposer to interview or permit a site visit on the date scheduled may result in rejection of the Proposer’s Proposal.

## Evaluation Criteria

The proposals will be scored using the following criteria:

|  |  |  |
| --- | --- | --- |
| **#** | **Description** | **Max Points** |
| 1 | **Technical Proposal**  Demonstrated financial capability.  Use of Space. | 80 |
| 3 | **Cost Proposal**  Financial Capacity | 20 |
|  | **TOTAL POSSIBLE POINTS** | **100** |

The cost proposal section shall receive a weighted score, based upon the ratio of the lowest proposal to the highest proposal. The lowest cost Proposal will receive the maximum number of points available for the cost category and other proposals will be scored accordingly.

Results of reference checks will be used to clarify and substantiate information in the written proposals. The reference results shall then be considered when scoring the responses to the general and technical requirements in the RFP.

The points stated above are the maximum amount awarded for each category. The evaluation process is designed to recommend award of this procurement to the proposal that best meets the needs of the Owner, not necessarily the lowest cost Proposal.

## Proposal Scoring

An estimated two to four top scoring Proposals may be short-listed based on an evaluation of the written Proposal by the Evaluation Team on the stated criteria. A proposer may not contact any member of an Evaluation Team except at the Evaluation Team’s direction.

Should the Evaluation Team request any oral presentations or demonstrations from one or more of the short-listed proposers, the Evaluation Team will review the initial scoring and make adjustments based on the information obtained in the oral presentation or demonstration and site visits and to determine final scoring.

## Award / Best and Final Offers

The Purchasing Manager/Buyer will compile the final scores for all sections of each responsive proposal. The award will be granted in one of two ways. The Evaluation Team’s Recommendation of Award may be granted to the highest scoring responsive Proposal and responsible Proposer. Alternatively, Proposers with the highest scoring proposer or proposers may be requested to submit Best and Final Offers. If Best and Final Offers are requested by the Evaluation Team and submitted by the Proposer, they will be evaluated against the stated criteria, scored and ranked by the evaluation committee. The Intent to Negotiate then will be granted to the highest scoring Proposer. However, a Proposer should not expect that the Owner will request a Best and Final Offer. In case of a tied score, recommendation of award will go to the firm who was favored by the majority of the Evaluation Team members, according to their score. The Evaluation Team shall then offer an “Intent to Negotiate and/or Intent to Award” the final contract with the successful Proposer and the decision to accept the award and approve the resulting lease agreement shall be final.

## Offer in Effect for Ninety (90) Days

A Proposal may not be modified, withdrawn or canceled by the proposer for a ninety (90) day period following the deadline for proposal submission as defined in the Calendar of Events, or receipt of best and final offer, if required, and Proposer so agrees in submitting the proposal.

## Notification of Intent to Negotiate/Intent to Award

Proposers will be notified in writing of the Owner‘s Intent to Negotiate and/or Intent to Award the contract resulting from this RFP.

## Right to Reject Proposals and Negotiate Contract Terms

The Owner reserves the right to negotiate the terms of the contract, including the award amount, with the selected Proposer prior to entering into a contract. If substantial progress is not made in contract negotiations with the highest scoring Proposer, the Owner may choose to cancel the first Intent to Negotiate and commence negotiations with the next highest scoring Proposer.

## Protest Procedure

Any protest must be made in writing, signed by the protestor, and state that the Proposer is submitting a formal protest. The protest shall be filed with the City of Yakima/Yakima County’s Purchasing Manager at 129 No. 2nd St., Yakima, WA 98901, or by fax: 509-576-6394 or email to: [sue.ownby@yakimawa.gov](mailto:sue.ownby@yakimawa.gov). The protest shall clearly state the specific factual and legal ground(s) for the protest, and a description of the relief or corrective action being requested. Protests based on specifications/scope of work, or other terms in the RFP shall be filed five (5) calendar days before the solicitations due date, and protests based on award or after the award shall be filed five calendar (5) days after Award Announcement (see below for details). The following steps shall be taken in an attempt to resolve the protest with the Proposer:

Step I. Purchasing Manager and Division Manager of solicitation try resolving matter with protester. All available facts will be considered and the Purchasing Manager shall issue a written decision.

Step II. If unresolved, within three (3) business days after receipt of written dissatisfaction, the protest may be appealed to the Department Head by the Purchasing Manager.

Step III. If still unresolved, within three (3) business days after receipt of written dissatisfaction, the protest may be appealed to the Executive (or his designee). The Executive shall make a final determination in writing to the Protester.

Award Announcement

Purchasing shall announce the successful Proposer via Website, e-mail, fax, regular mail, or by any other appropriate means. Once the Intent to Negotiate is released by Purchasing, the protest time frame begins. The timeframe is not based upon when the vendor received the information, but rather when the announcement is issued by Purchasing.

Award Regardless of Protest

When a written protest against making an award is received, the award shall not be made until the matter is resolved, unless the Owner determines that one of the following applies:

* The lease of property is urgently required;
* Delivery or performance will be unduly delayed by failure to make award promptly;
* A prompt award will otherwise be advantageous to the Owner.

If the award is made, regardless of a protest, the award must be documented in the file, explaining the basis for the award. Written notice of the decision to proceed shall be sent to the protester and others who may be concerned.

The Owner retains the right to enter into any lease and nothing herein shall be construed to limit that authority in any manner.

# GENERAL TERMS AND CONDITIONS

## Acceptance-Rejection

The Owner reserves the right to accept or reject any or all proposals, to waive any technicality in any proposal submitted, and to accept any part of a proposal as deemed to be in the best interests of the Owner.

Proposals MUST be date and time stamped by the soliciting Clerk’s office on or before the date and time that the proposal is due.

## Public Records Access

It is the intention of the Owner to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Proposal openings are public unless otherwise specified. Records will not be available for public inspection prior to issuance of the Notice of Intent to Award or the award of the contract.

## Proprietary Information:

Any restrictions on the use of data contained within a request, must be clearly stated in the proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable Owner procurement regulations and the Washington State Public Disclosure Act (RCW 42.56 et seq.). Proprietary restrictions normally are not accepted. However, when accepted, it is the Proposer’s responsibility to defend the determination in the event of an appeal or litigation.

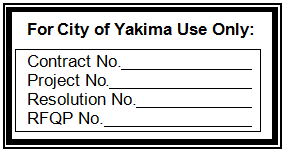
### Unless otherwise noted, data contained in a proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the Owner.

### PROPRIETARY OR CONFIDENTIAL DESIGN INFORMATION

Washington State Public Disclosure Act (RCW 42.56 et seq.) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.  Documents submitted under this Specification shall be considered public records and, with limited exceptions, will be made available for inspection and copying by the public.  It is the intent of the Owner to post all RFP responses online and available to the public after the contract is signed.

If the Proposer considers any submittal document to be protected from disclosure under the law, the Proposer shall clearly identify on the page(s) affected such words as “CONFIDENTIAL,” "PROPRIETARY” or BUSINESS SECRET.”  The Proposer shall also submit an index with its submittal identifying the affected page number(s) and location(s) of all such identified material.  Marking the entire submittal as “confidential” or “proprietary” is not acceptable and is grounds to reject such submittal.  In addition, the required electronic copy shall have any perceived confidential materials segregated into a separate electronic file, as the main RFP response may be automatically released upon contract signing without notification.

If a request is made for disclosure of such identified documents or portions thereof, the Owner will determine whether the material is exempt from public disclosure.  If, in the Owner opinion, the material is subject to disclosure, the Owner will notify Proposer of the request and impending release and allow the Proposer 10 days to take whatever action it deems necessary to protect its interests. All expense of such action shall be borne solely by the Proposer, including any damages, attorney’s fees or costs awarded by reason of having opposed disclosure and Proposer shall indemnify Owner against same.  If the Proposer fails or neglects to take such action within said period, the Owner will release all materials deemed subject to disclosure.  Submission of materials in response to this solicitation shall constitute assent by the Proposer to the foregoing procedure and the Proposer shall have no claim against the Owner on account of actions taken pursuant to such procedure.



# SAMPLE LEASE

**AIRPORT** **LEASE AGREEMENT**

**BETWEEN**

**YAKIMA AIR TERMINAL-McALLISTER FIELD AND**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

THIS LEASE, executed this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 2015, between the YAKIMA AIR TERMINAL – McALLISTER FIELD, a department of the City of Yakima, Washington, hereinafter referred to as “LESSOR,” and \_\_\_\_\_\_\_\_\_\_, a single man/woman hereinafter referred to as “LESSEE”:

**W I T N E S S E T H:**

**WHEREAS,** LESSOR operates the Yakima Air Terminal - McAllister Field, hereinafter referred to as "Airport," and,

**WHEREAS,** LESSOR has approved property available for lease as provided by this Lease, and LESSEE desires to occupy and use such property in accordance with this Lease,

**NOW THEREFORE,** in consideration of the mutual promises contained herein and the benefit to be derived by each party, the parties agree as follows:

1. **PREMISES:**

LESSOR does hereby lease and let unto LESSEE, and LESSEE does hereby lease and take from LESSOR, approximately 9,805 sq ft of land and 1,450 sq ft of building space at 2012 S 16th Ave in the City of Yakima, Yakima County, Washington, as that property is depicted on the drawing marked Exhibit “A”, attached hereto and by this reference made a part hereof, together with the right of ingress to and egress from the leased premises and the public use areas/facilities used in connection therewith, over designated Airport property and roadways, subject to rules and regulations governing the use of the Airport and as the same may be promulgated by LESSOR from time to time. The LESSOR may, at any time hereafter, provide a legal description of the premises and such description shall become a part of this Lease.

**2. TERM:**

The tenancy created by this Lease shall commence on XXXXX , 2015 and terminate on XXXX , 2018, unless otherwise terminated as provided for herein.

The term of this Lease shall be extended by one two (2) year period (to wit, XXX, 2018 to XXXX,2020); unless either party delivers to the other written notification of the intent to terminate prior to XXXX, 2020.

**3. RENT:**

1. LESSEE promises and agrees to pay rent to LESSOR at the rate of $ XXXX.XX per month for the leased premises, made in advance on or before the 10th day of each month. Payments shall be made to the City of Yakima, Accounts Receivable, 129 N. 2nd St, Yakima, WA 98901. Any rental payments/fees past due shall accrue a delinquency charge of twelve percent (12%) per annum.

# The lease rental rate as provided for above shall be subject to review and modification forty five (45) days prior to the third anniversary date of this Lease.

**4. ARBITRATION SECTION**

In the event the parties are unable to agree upon the fair market rental rate for the succeeding two year lease period provided herein, upon written notice of either party to the other, but no later than thirty (30) days prior to the expiration of the then current rental period, the matter of establishment of fair market rental shall be referred to arbitration. Within thirty (30) days of such notice, each party shall select one arbitrator. The two arbitrators shall jointly select a third arbitrator who shall be a real estate broker with at least five (5) years’ experience in sales or leases of commercial property in the Yakima Valley. The decision of a majority of the arbitrators as to the fair market rental value for the property shall be made within forty-five (45) days of said written notice and shall be binding. Each of the parties shall bear the cost of its designated arbitrator. The parties shall share equally the expense of the third arbitrator. The arbitration decision shall be binding upon both parties and shall be enforceable in accordance with the laws of the State of Washington. The arbitrator's decision shall relate back to the beginning of the new rental period.

**5. DEPOSIT:**

Upon execution of this lease by both parties, LESSEE shall deposit with LESSOR the amount of one month's rent plus leasehold tax as a guarantee of LESSEE's performance of this Lease and the timely payment of the rental provided for herein; and in the event LESSEE shall fail to pay the rental as provided herein, or otherwise breach this Lease, then the Airport Manager may apply such deposit, or any part thereof as may be necessary, to the payment of rental or to the payment of damages for such breach or pursue any other remedies provided herein.Any amount of the required deposit that is expended as payment of past due lease obligations shall be immediately repaid to the Airport Manger by the LESSEE in order to maintain the required deposit value at all times during the Lease term. This deposit shall be adjusted from time to time to reflect adjustments in the rent and/or leasehold tax.

**6. TAXES AND LIENS:**

In addition to the rent payable above, LESSEE promises and agrees to pay, as the same become due and payable, all licenses, fees and taxes, including but not limited to the leasehold excise, required to be paid by LESSEE by reason of this Lease and by reason of LESSEE's use and occupancy of the leased premises and by reason of LESSEE's construction or ownership of improvements to the leased premises. LESSEE shall neither suffer nor permit the attachment of any lien or other encumbrance on the leased premises by reason of LESSEE's occupancy thereof. LESSEE agrees to indemnify LESSOR and shall hold LESSOR harmless from any such taxes and liens.

**7. USE:**

LESSEE agrees to use the leased premises only for an aeronautically oriented activity or for any other use allowed by the Master Plan and the zoning of the property by the appropriate jurisdiction as approved by the LESSOR. The use of the property for any other purpose shall be deemed a material breach of this Lease constituting grounds for its termination. This provision shall apply to any assignment of this Lease, whether voluntary or due to mortgage foreclosure or for any other reason. Failure of the assignee to comply with this Section shall be reasonable cause for LESSOR to withhold approval or consent to assignment.

**8. UTILITIES:**

LESSEE shall be responsible for all utility services including, but not limited to, power, natural gas, water, sewer, and garbage.

**9. JANITORIAL:**

LESSEE shall furnish all janitorial services at LESSEE's expense.

**10. PREMISES CONDITION:**

LESSEE has made a full inspection of the premises, is fully aware of its condition except with respect to environmental conditions and accepts the premises on an "AS-IS" basis. LESSEE agrees to pay for any improvements, repairs and/or modifications necessary to the operation of LESSEE's business.

**11. MAINTENANCE:**

LESSEE agrees to keep and maintain the premises in at least as good a condition as the condition of the premises at the beginning of LESSEE's occupancy, normal wear and tear excepted. LESSEE further agrees that LESSEE shall be responsible to maintain all leased areas, trade fixtures and other improvements, existing and future, in an attractive and usable manner as reasonably determined by the Airport Manager and consistent with other properties at the Airport.

Maintenance shall include, but not be limited to, garbage and debris removal, ash removal, painting, and snow removal.

**12. SIGNS:**

LESSEE, at LESSEE's own expense, may erect a sign(s) of a type, number and location suitable to LESSOR. No signs or other advertising matter or devices shall be used or displayed in or about the leased premises or upon any portion of the Airport without the prior written approval of the Airport Manager, which approval shall not be unreasonably withheld.

**13. IMPROVEMENTS:**

All buildings, trade fixtures and other improvements to the leased property by LESSEE shall conform to applicable rules, regulations and codes, and LESSEE shall procure all building and other permits therefore. All buildings trade fixtures and other improvements shall be designed with a view toward aesthetic considerations and installation shall not commence until plans and specifications therefore have been submitted to and approved in writing by the Airport Manager, which approval shall not be unreasonably withheld. Approval of LESSEE's improvements shall be deemed granted twenty (20) days after submission in writing to the Airport Manager if no response has been received by LESSEE.

LESSOR makes no representation or guarantee as to the suitability of the leased area for construction of buildings, roads, ramps, etc., and is not responsible for the costs of excavation and/or removal of any object found either above or below ground level except for hazardous materials and archaeological artifacts existing prior to tenancy.

**14. REVERSION OF IMPROVEMENTS:**

Upon termination of this Lease for any reason, LESSOR may, at its option, either accept ownership of the improvements constructed or installed on the Premises, except for trade fixtures, or require LESSEE to remove such improvements within sixty (60) days of such termination. Such removal shall include removing the foundation, utilities and other land improvements and restoring the land to grade level. LESSOR shall notify LESSEE of its intent within sixty (60) days of the cancellation or expiration. LESSOR shall notify LESSEE of its intent within twenty (20) days of the termination.

Prior to the expiration of this Lease, LESSEE shall remove all such trade fixtures and repair any damage to the premises caused by removal of trade fixtures to the reasonable satisfaction of the Airport Manager. Fixtures not removed within sixty (60) days after termination become the property of the LESSOR unless other arrangements have been previously approved in writing by the Airport Manager.

LESSEE shall, as additional consideration for grant of this Lease, insure that all liens, security interest and other encumbrances against said improvements and structures except those created or suffered by LESSOR, whether consensual or involuntary, shall be paid, discharged or satisfied prior to time for reversion thereof to LESSOR; and, in any event, the parties acknowledge that LESSOR shall not, by virtue of termination of the leasehold interest nor reversion of the structures or other improvements, be liable for any debt or encumbrance associated therewith, whether now existing or hereafter incurred, levied or attached.

**15. LESSOR'S OPTION TO PURCHASE:**

LESSOR shall have the right of first refusal on all improvements or structures on the demised premises as hereinafter set forth. If at any time during the term LESSEE shall receive a bona fide offer from a third person for the purchase of any or all improvements or structures on the demised premises, which offer LESSEE shall desire to accept, LESSEE shall promptly deliver to LESSOR a copy of such offer and LESSOR may, within thirty (30) days thereafter, elect to purchase the demised premises on the same terms as those set forth in such offer.

If LESSOR shall not accept such offer with the time herein specified therefor, said right of refusal shall cease to exist, but this lease shall continue otherwise on all the other terms, covenants, and conditions in this lease set forth. This right of refusal shall be inapplicable to a transfer, by way of sale, gift or devise, including a trust, to or for a party related to a LESSEE , or to any transfer, in whole or in part, from one such related party to another, but shall apply to any subsequent transfer to a third person. For the purpose of this Article, if the then LESSEE shall be an individual, a related party shall include a spouse, lineal descendant or spouse of such descendant, ancestor or sibling (whether by the whole or half blood), a partnership or limited liability company of which such owner is a member, a joint ownership or ownership in common, which includes the then LESSEE, or a corporation, the majority of whose shares is owned by the LESSEE, or any one or more of the foregoing parties. If the then LESSEE shall be a corporation, a related party shall include an affiliate, subsidiary or parent corporation, a successor by merger or consolidation, or the holder or holders of the majority of the shares of such corporation.

**16. REGULATIONS:**

LESSEE agrees to comply with all applicable laws, ordinances, rules, regulations and policies of all governmental authorities having jurisdiction over the Airport, including policies adopted by LESSOR, as such laws, ordinances, rules, regulations and policies apply to the use and operation of Airport property, facilities and operations as those laws, ordinances, rules, regulations and policies now exist or may hereafter become effective. LESSEE further agrees to accept responsibility for not allowing unauthorized persons access to the Airport Operations Area (AOA).

**17. SUBLETTING:**

LESSEE shall not sublet any part of the premises without the prior written approval of LESSOR, such approval not to be unreasonably withheld. Subleases shall give preference to aeronautical activities and shall comply with all laws, ordinances, rules, regulations and policies applicable to the use and operation of Airport property, facilities and operations as those laws , ordinances, rules, regulations and policies now exist or may hereafter become effective. A consent to sub-lease by LESSOR shall not be construed to be a consent to any subsequent sub-lease. The LESSOR, in determining whether or not to approve a sub-lease, shall consider the extent of the aeronautical activities performed on the premises.

**18. ASSIGNMENT:**

LESSEE shall not assign this Lease without the prior written approval of LESSOR, such approval not to be unreasonably withheld. Such assignment shall be in conformance with all applicable Airport Board, local, state and federal laws, ordinances, rules, regulations and policies. LESSEE shall give preference to aeronautical activities and all assignees shall comply with all laws, ordinances, rules, regulations and policies applicable to the use and operation of Airport property, facilities and operations as those laws, ordinances, rules, regulations and policies now exist or may hereafter become effective. A consent to assignment by LESSOR shall not be construed to be a consent to any subsequent assignment.

**19. MISCELLANEOUS PROVISIONS:**

**A.** The parties agree that LESSOR, through its Airport Manager or other person authorized by the Airport Manager, may enter upon the leased premises at any reasonable time to make such inspections as LESSOR may deem necessary to the proper enforcement of any term, provision or condition of this Lease. No such entry or inspection by LESSOR is required by this provision, and the failure of LESSOR to enter and make inspection shall not alter the relationship of the parties and their respective rights and duties provided by this Lease. LESSEE shall be granted the right of quiet enjoyment upon performance of all terms of this Lease.

**B.** LESSOR may further develop or improve Airport property and facilities, regardless of the desire or views of LESSEE regarding any such development or improvement, and without interference or hindrance on the part of LESSEE and without liability to LESSEE, provided the operations of the LESSEE are not unreasonably interrupted.

**C.** LESSOR reserves the right, but shall not be obligated to LESSEE, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LESSEE in that regard.

**D.** LESSOR reserves the right to take any action necessary or desirable by LESSOR to protect the operations of the Airport against obstruction, or any other activity interfering with the efficient operation of the Airport, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the Airport Manager, would limit the usefulness of the Airport or constitute a hazard to aircraft.

**E.** During time of war or national emergency, LESSOR shall have the right to lease the landing area or any part thereof to the United States of America for military use, and, if any such lease is executed, the provisions of this Lease shall be suspended insofar as they are inconsistent with the provisions of the lease agreement with the United States of America.

**F.** This Lease shall be subordinate to the provisions of any existing or future agreement between LESSOR and the United States of America relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition to the expenditure of federal funds for the development of the Airport.

**G.** If the leased premises or any interest therein is taken as a result of the exercise of the right of eminent domain, this Lease shall terminate as to such portion as may be taken. If the portion taken does not feasibly permit the continuation of the LESSEE's operations, LESSEE shall have the right to terminate this Lease. Such termination shall be effective as of the date LESSEE's operations cease. LESSEE shall be entitled to a portion of the award representing its interest in the premises. LESSOR shall be entitled to the remainder of the award.

**20. INDEMNITY/DUTY TO DEFEND:**

**A.** At no expense to LESSOR, LESSEE shall defend against and indemnify fully and save harmless the Yakima Air Terminal - McAllister Field, the City of Yakima and its elected and appointed officials, employees and agents, from any and all liability, damages, suits, claims, actions, judgments or decrees, made against the Yakima Air Terminal - McAllister Field, the City of Yakima and its elected and appointed officials, employees and agents, including all expenses incidental to the investigation and defense thereof, including reasonable attorney fees, based on or arising from the occupancy or use of the leased premises by LESSEE or as a result of LESSEE'S operations at the Airport or from any other act or omission of LESSEE, its servants, employees, agents, invitees, independent contractors or any other entity, person, firm or corporation acting on behalf of LESSEE or under its direction, whether such claim shall be by LESSEE or a third party; provided, however, that LESSEE shall not be liable for any injury, damage or loss occasioned solely by the sole negligence of LESSOR, its agents or employees. LESSOR shall give to LESSEE prompt and reasonable notice of any such claims or actions and LESSEE shall have the right to investigate, compromise and defend the same to the extent of its interest.

**B.** LESSEE agrees to reimburse LESSORfor any damage to the premises caused by the occupancy of LESSEE, its employees, agents, servants, invitees, independent contractors or any other person acting on behalf of LESSEE or under its direction.

**C.** LESSOR agrees to defend, indemnify and hold LESSEE harmless against and from any claim or liability arising from or alleged to arise from the presence of hazardous material or toxic waste on the subject leased premises at the inception of this Lease and the introduction to the premises of such materials due to LESSOR'S activities or under its control.

**D.** LESSEE shall keep and hold the Yakima Air Terminal - McAllister Field, the City of Yakima and its elected and appointed officials, agents and employees, free and harmless from any and all claims and actions, loss, damage, expense or cost, including reasonable attorneys fees, incidental to the investigation and defense thereof, resulting from, arising out of, or caused by LESSEE resulting in any liability under the Federal Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; Hazardous Materials Transportation Act, 49 U.S.C. 1801 et seq.; Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq.; the Clean Water Act, 42 U.S.C. 1251 et seq.; the Washington Environmental Policy Act, RCW Ch. 43.21C; the Washington Water Pollution Control Act, RCW Ch. 90.48; the Washington Hazardous Waste Management Act, RCW Ch. 70.105; the Washington Model Toxic Control Act, RCW Ch. 70.105D, and the regulations promulgated thereunder, or under any applicable local or state environmental ordinance, statute, law, rule or regulation. The provisions of this Sub-section shall survive the termination of this Lease.

**21. INSURANCE:**

LESSEE shall file with LESSOR a certificate of insurance, or other proof of insurance acceptable to LESSOR, evidencing an insurance policy with the Yakima Air Terminal -McAllister Field, the City of Yakima and County of Yakima as additional insureds providing:

**1.** Comprehensive general liability insurance coverage in amounts of not less than $2,000,000 Combined Single Limit for bodily injury and property damage covering LESSEE's occupancy of and activities pertaining to the leased premises.

**2.** Tenant legal liability insurance coverage in an amount of not less than $100,000.

LESSEE specifically agrees that insurance limits shall be reviewed annually and that LESSOR may make reasonable adjustments to the required limits.

Not less than 30 days written notice, or other such time period as may be acceptable to LESSOR, must be supplied to LESSOR in the event of cancellation, material change to the policy or non-renewal of any or all policies. Certificate shall be issued by carrier(s) with a minimum A.M. BEST rating of A-VII which are admitted in the State of Washington or other such carriers as shall be acceptable to LESSOR.

**22.** **DAMAGE OR DESTRUCTION:**

**A.** **TENANT IMPROVEMENTS**: In the event the construction in accordance with Section 12 - IMPROVEMENTS herein, or improvements thereto, is partially or totally damaged by fire or other casualty, the LESSEE shall repair or replace the same at its own expense. The new improvements shall be at least the same size, design and quality as that which existed prior to any damage or destruction. Both parties agree, however, that any insurance proceeds shall be first applied to the cost of repair or replacement of improvements.

LESSEE may elect not to repair or replace said construction or improvements. LESSEE shall advise LESSOR of its intent within thirty (30) days of the damage or destruction. If LESSEE elects not to repair or replace the improvements, this Lease shall be terminated. In such event, LESSOR may either accept ownership of the improvements or require LESSEE to remove the improvements and restore the Premises to a condition satisfactory to the LESSOR. The insurance proceeds shall be used for such restoration and the balance divided between the LESSOR and LESSEE as their interest bear in accordance with a straight line depreciation schedule. The straight line depreciation schedule shall be over the initial term of the lease and shall begin to run on the lease effective date. The amount so depreciated shall vest in the LESSOR. LESSOR shall notify LESSEE of its intent within thirty (30) days of receipt of LESSEE's notification. If LESSOR elects to have LESSEE remove the improvements, LESSEE shall have sixty (60) days to do so.

**B. OTHER AIRPORT PROPERTY:** In the event of damage or destruction of Airport property caused by the LESSEE, its agents, employees, aircraft or other equipment, LESSEE agrees to repair, reconstruct, or replace the affected property to the condition which existed prior to such damage or destruction, to the extent that same is not covered by insurance required under this Lease. LESSEE further agrees to cause such repair, reconstruction or replacement or affected property with due diligence.

**23. DEFAULT, TERMINATION & FORFEITURE:**

**A.** The failure by LESSEE to pay rent in the amounts and at the times specified herein, or the failure by LESSEE to otherwise comply with any term, provision or condition of this Lease, shall constitute grounds for termination of this Lease and forfeiture of all rent paid by LESSEE to the time of termination. This Lease and tenancy shall terminate and rent paid shall be forfeited for cause as specified above on written notice by LESSOR to LESSEE stating the amount of rent in default or otherwise stating accurately the manner in which LESSEE fails or has failed to comply with this Lease. LESSEE shall make full payment or otherwise comply with this Lease in the manner specified in the notice within thirty (30) days (except three (3) days for payment of rent) from LESSEE's receipt of such notice, otherwise this Lease and tenancy shall be terminated and rent forfeited. Such notice shall be given in writing and served on LESSEE by personal delivery or mailed by certified mail with return receipt requested addressed to LESSEE at its address stated below LESSEE's signature to this Lease or such other address as the parties may advise each other in writing. It is further agreed that after receipt of notices and as an additional condition to avoid forfeiture, LESSEE shall pay LESSOR's costs and expenses, including attorney's fees, for the preparation and service of such notice. Nothing contained herein shall release or diminish LESSEE's obligation to pay rent for the full term of this Lease save such amount as LESSOR recovers as rent from any subsequent lessee during the term of this Lease. Notices shall be deemed received three (3) days after mailing to LESSEE at the address below LESSEE's signature to this Lease or such other address as the parties may advise each other in writing.

**B**. As additional and not alternative remedy, optional with LESSOR and upon thirty (30)days written notice to LESSEE, should LESSEE be in default hereunder other than default in the payment of rent, LESSOR may cure or correct the same and the cost of such action by LESSOR shall immediately become due and payable from LESSEE, together with late fees on said sum at a rate of twelve percent (12%) per annum, and the non-payment of said sum by LESSEE shall be adequate grounds for LESSOR to invoke the other remedies as provided in this Lease.

**C.** Upon termination of this Lease for any reason, LESSEE shall immediately surrender the premises to the LESSOR in good condition and repair, ordinary wear and usage excepted; and LESSEE shall remove all of LESSEE'S personal property, trade fixtures, equipment or improvements removable by prior agreement with LESSOR from the premises and shall repair any damage to the premises caused by such removal. Any personal property of LESSEE, or anyone claiming under LESSEE, which shall remain upon the premises at the expiration or termination of this Lease shall be deemed to have been abandoned and may be retained by LESSOR as LESSOR'S property or disposed of by LESSOR in such manner as LESSOR sees fit without compensation to any party.

**24. INSOLVENCY**

In the event LESSEE is declared bankrupt by a court of competent jurisdiction or in the event LESSEE makes an assignment for the benefit of creditors, or if a receiver otherwise is appointed for LESSEE, or in the event LESSEE's leasehold estate is subjected to execution to satisfy any judgement against LESSEE, then in that event LESSOR may immediately or at any time thereafter without notice or demand enter into and upon the premises or any part thereof and repossess the same and expel LESSEE or any person upon the premises and remove their effects, and thereupon this Lease and the tenancy hereby created shall absolutely terminate, without prejudice to any remedies which might otherwise be available to LESSOR for collection of past due or future rent.

**25. VENUE, ATTORNEY FEES:**

In the event of litigation to enforce the rights and obligations hereunder, venue shall lie in a court of competent jurisdiction in Yakima County, Washington and the prevailing party shall be entitled to its reasonable attorney fees in addition to court costs.

**26. NON-DISCRIMINATION CLAUSE:**

To the extent required by law, LESSEE, for itself, its personal representative, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as follows:

**A.** No person, on the grounds of race, color, religion, sex, age, marital status, handicap or national origin, shall be unreasonably excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in LESSEE's personnel policies and practices or in the use or operation of LESSEE's services or facilities.

**B.** LESSEE agrees that in the construction of any improvements on, over or under Airport land and the furnishing of services thereon, no person, on the grounds of race, color, religion, sex, marital status, handicap, age or national origin, shall be unreasonably excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

**C.** LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49. Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

**D.** It is the policy of the Department of Transportation that minority business enterprise as defined in 49 CFR Part 23, i.e., firms owned and controlled by minorities; firms owned and controlled by women and firms owned and controlled by financially disadvantaged persons; shall have the maximum opportunity to participate in the performance of leases as defined in 49 CFR Section 23.5. Consequently, this Lease is subject to 49 CFR Part 23 as applicable.

Lessee hereby assures that no person shall be excluded from participation in, denied the benefits of or otherwise discriminated against in connection with the award and performance of any contract, including leases, covered by 49 CFR Part 23 on the grounds of race, color, national origin or sex.

Lessee hereby assures that it will include the above clauses in all sub-leases and cause sub-lessees to similarly include clauses in further sub-leases.

**27. AIRPORT SECURITY AND ACCESS CONTROL**

**A.** Access to Non-Movement Area/Ingress and Egress. LESSEE is granted only that vehicular and/or pedestrian access which is reasonably necessary to allow LESSEE access to the apron once LESSEE is on Airport property. Vehicular access to and egress from Airport by the LESSEE shall be made into and out of only Airport Gate No. 2002, vehicle gate.

**B.** Vehicular or pedestrian access to any and/or all movement areas, whether active or inactive, is expressly prohibited by this Agreement. For the purpose of this Agreement, a movement area is any runway or taxiway utilized for taxiing, takeoffs and landings of aircraft, exclusive of aircraft loading ramps, aircraft parking areas, and aircraft aprons and tie down spaces.

**C.** There will be one Authorized Signatory for airport security, airport ID, and access control for the entire lease area.

**D.** Access Identification (ID). Airport Administration will assign one (1) Yakima Air Terminal (YAT) identification card to the LESSEE’s Authorized Signatory only. The cost of the badge is dependent on costs associated with the requisite and mandated background check.

**E.** A request by the LESSEE for an additional card(s) shall be made in writing by the Authorized Signatory providing the reason(s) or rationale why an additional card(s) is/are required. Any request for an additional card may or may not be approved by the Airport Manager, at his/her sole discretion. The minimum information required for the issuance of any additional card will include the name, local address, and contact phone number of the individual. The same fees outlined above are applicable for each additional badge. If any card is lost, stolen, or made unusable for any reason, the LESSEE will pay the applicable fine and costs associated with the issuance of a new or replacement badge.

**F.** The control and monitoring of access is paramount to Airport security. Accordingly, only authorized users with access to the Airport granted pursuant to this Agreement may hold an ID card to access the Airport. Lost or stolen Airport-issued access cards shall be reported immediately by any means possible to Airport Administration, whereupon the loss or theft will be recorded, and the card will be made “inactive”. “Reported immediately” means within twenty-four (24) hours or the next business day, whichever occurs first, not including weekends or holidays. A new card may then be issued by Airport Administration bearing a number different from the one lost or stolen.

**G.** Fraud and Intentional Falsification of Records.

**(1)** No person may make any fraudulent or intentionally false statement in any application for any security program, access medium, or identification medium.

**(2)** No person may make any fraudulent or intentionally false entry in any record or report that is kept, made or used to show compliance or exercise any privileges.

**H.** Security Responsibilities. No person may:

**(1)** Tamper or interfere with, compromise, modify, attempt to circumvent, or cause a person to tamper or interfere with, compromise, modify, or attempt to circumvent any security system, measure, or procedure.

**(2)** Enter, or be present within, a secured area without complying with the systems, measures, or procedures being applied to control access to, or presence or movement in such areas.

**(3)** Use, allow to be used, or cause to be used, any Airport-issued or Airport-approved identification medium that authorizes the access, presence, or movement of persons or vehicles in secured areas in any other manner than that for which it was used by the appropriate authority.

**I.** “Non-Movement Area Certification of Training – Application for Permit to Operate Ground Vehicles at the Yakima Air Terminal”. Any person given vehicular access to the Airport shall be required to read, apply for and pass the test associated with the current edition of the Airport Driving Rules & Regulations document provided by the Airport to qualify for access to the Airport. A copy of the application and test will be kept in the LESSEE’s File.

**J.** Airport Safety and Security. In the interest of Airport safety and security, in the event LESSEE fails to abide by this Agreement, the YAT Airport Manager is authorized by the Airport’s Governing Authority to immediately declare this Lease void, to cancel the same without any legal proceeding and take possession of the tie down.

**28. INTEGRATION:**

This document embodies the entire Lease terms conditions and understandings between the parties with respect to the subject matter herein contained. No amendments or modifications hereof shall be enforceable unless in writing, signed by the party to be charged.

Time is of the essence of this entire Lease.

**LESSOR:**

**YAKIMA AIR TERMINAL - McALLISTER FIELD**

2406 W. Washington Avenue, Suite B

Yakima, Washington 98903

(509) 575-6149 - phone

(509) 575-6185 - fax

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tony O’Rourke, City Manager

STATE OF WASHINGTON

County of Yakima

I certify that I know or have satisfactory evidence that Tony O’Rourke signed this instrument, on oath stated that he is authorized to execute this instrument and acknowledged it as the City Manager to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

Appointment Expires\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**LESSOR:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

STATE OF WASHINGTON

County of Yakima

I certify that I know or have satisfactory evidence that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

Appointment Expires\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ATTACHMENT A

Description of Site



