

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON**

RESOLUTION NO. 2017-_____

A Resolution Consenting to Lease

WHEREAS, Kittitas County, Midstate Aviation, and Central Washington University (CWU) entered into a *Lease Assignment and Sale of Leasehold Improvements Agreement* on November 8, 2016; and

WHEREAS, Paragraph 12 of that Agreement requires the prior written consent of the County before CWU can “sell, transfer, assign, pledge or encumber its interest [in the Agreement]”; and

WHEREAS, Central Washington University desires to lease a portion of the property it acquired in that agreement to IASCO; and

WHEREAS, Kittitas County finds such lease to be in the public interest.

NOW, THEREFORE, BE IT RESOLVED, that Kittitas County hereby consents to the lease contemplated and described in Exhibit “A” that is attached hereto and incorporated herein by this reference.

ADOPTED this _____ day of _____, 2017.

**BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON**

Paul Jewell, Chairman

Laura Osiadacz, Vice-Chairman

Obie O'Brien, Commissioner

ATTEST
CLERK OF THE BOARD

Julie A. Kjorsvik

APPROVED AS TO FORM:

Neil Caulkins,
Deputy Prosecuting Attorney

EXHIBIT A

FLIGHT TRAINING AGREEMENT AMENDMENT NO. 1— AVIATION MAINTENANCE FACILITY LEASE

This **Amendment No. 1—Aviation Maintenance Facility Lease** (“Amendment” or “Lease”) is made this ____ day of _____ 2017 to that **Flight Training Agreement** (“Agreement”) first entered into between Central Washington University (“CWU”) and IASCO Flight Training, Inc. (“IFT”) on December 4, 2014. The purpose of this Amendment is to provide for IFT’s use of the CWU Vern Mitchell aviation maintenance facility in support of the CWU Flight Training Program.

In consideration of the mutual terms and conditions contained in this Amendment No. 1 and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

- 1. Leased Premises.** CWU as Lessor hereby leases to IFT as Lessee, and IFT hereby leases from CWU, the aviation maintenance facility known as the Vern Mitchell Building, a 3,600 square foot leasehold improvement owned by CWU, identified as Tax Parcel 951461, and located at the Kittitas County Airport in Ellensburg, Washington (hereafter, “the Premises”).
- 2. Use of Premises.** IFT shall use the leased Premises solely for the purposes of hangaring and maintaining aircraft used by IFT in providing flight training to CWU aviation students through the CWU Flight Training Program established and operated by IFT and CWU pursuant to the underlying Agreement. IFT shall maintain the Premises in clean and safe condition, shall not use the Premises for any unlawful purpose, shall comply with all applicable laws pertaining to the permitted uses of the Premises (including but not limited to environmental protection laws), and shall make no alterations or improvements to the Premises without CWU’s written consent, which consent shall not be unreasonably withheld.
- 3. Acceptance of Premises.** IFT agrees that it has inspected the Premises and accepts the same in their present “AS-IS” condition. CWU makes no warranty of any kind, express or implied, with respect to the physical condition of the Premises or its fitness for any particular purpose.
- 4. Lease Term.** This Lease shall be for an initial term of one year, from March 1, 2017, through February 28, 2018. The Lease may be renewed for additional one-year terms as mutually agreed by CWU and IFT. Either party may terminate this Lease by providing 60 days’ written notice to the other party.
- 5. Rent; Leasehold Excise Taxes.** IFT agrees to pay to CWU rent of \$1,800.00 a month (or proportional fraction thereof), inclusive of utilities, during the initial term of this Lease. In addition to rent, and pursuant to RCW 82.29A, IFT shall pay leasehold excise tax at the rate of 12.84 percent of the monthly rental rate (\$231.12). Rent and excise tax payments shall be due the first of each month. Interest at the rate of one percent per month (or fraction thereof) shall accrue on payments made after the date the payments become past due.

6. Insurance. IFT during the term of this Lease shall purchase and maintain the following policies of insurance and shall pay any deductibles or self-insurance retention amounts thereunder: (a) commercial general liability insurance, \$2,000,000 per occurrence, covering personal injury (including death), hangar-keepers, contractual, pollution, and fire legal liability damages; (b) commercial auto liability insurance, \$2,000,000 per occurrence, covering all automobiles (owned, hired, and non-owned) used by IFT in connection with this Lease and the underlying Agreement; (c) replacement cost commercial property insurance covering IFT's property, furnishings, fixtures, and equipment located or used on the Premises; (d) declared value aircraft hull insurance coverage for all aircraft stored or maintained by IFT on the Premises; and (e) workers compensation coverage for all employees. Such policies of insurance shall name CWU and Kittitas County as additional insureds. Certificates of insurance must state that the policy shall not be cancelled without providing at least 30 days' prior written notice to CWU and Kittitas County. Renewal certificates must be delivered to CWU and Kittitas County at least 15 days prior to the policy expiration dates.

7. Quiet Enjoyment; Lessor's Access to Premises. CWU covenants and agrees that upon performance of all of IFT's obligations hereunder, IFT as Lessee shall lawfully and quietly hold, occupy, and enjoy the Premises during the term of this Lease without disturbance by CWU as Lessor. Notwithstanding the foregoing, Lessor may inspect the Premises at all reasonable times and enter the same, upon notice to Lessee, for the purpose of repairing, altering, improving, or exhibiting the Premises. Lessor may in an emergency enter the Premises without Lessee's consent.

8. Damage or Destruction. IFT shall be responsible for the cost of repairs, beyond normal wear and tear, for any damage to the Premises caused by the acts or omissions of IFT, its officers, directors, employees, contractors, or agents. If the Premises are damaged or destroyed for any cause other than an act or omission of IFT, CWU shall restore the same as nearly as practicable to their immediately prior condition. If the Premises are destroyed to such an extent that CWU in its sole discretion deems it not economically feasible to restore the same, then CWU may terminate this Lease as of the date of the damage or destruction by giving written notice to that effect no later than 30 days after the occurrence of the event. Similarly, if IFT in its sole discretion deems it not economically feasible to continue to occupy the Premises, then IFT may terminate this Lease as of the date of damage or destruction by giving written notice to that effect no later than 30 days after the occurrence of the event. If CWU undertakes to restore the Premises and IFT does not elect to terminate the Lease, then the rent for the Premises shall be abated for the untenable portion, except that there shall be no abatement to the extent that any such damage or destruction was caused by an act or omission of IFT.

9. Hazardous Substances. Lessee shall not cause or permit any activities on the Premises that could result, directly or indirectly, in the Premises or surrounding property becoming contaminated with hazardous substances, meaning any substance or material designated as hazardous or toxic waste, or other similar terms, under any applicable federal, state, or local laws. Lessee shall indemnify, defend, and hold Lessor harmless from and against any losses, damages, liabilities, judgments, claims, or other costs, including attorney fees, arising during or after the Lease term and in any way relating to the presence of any hazardous

substance brought onto the Premises or surrounding property by or for the Lessee or under Lessee's control. This Paragraph 9 shall survive any termination of this Lease.

10. Assignment and Subletting. Neither this Lease nor any right hereunder may be assigned, transferred, encumbered, or sublet in whole or in part by Lessee, by operation of law or otherwise, without Lessor's prior written consent, which consent shall not be unreasonably withheld.

11. Additional Terms. This Amendment No. 1 incorporates by this reference all other applicable terms of the underlying Agreement.

12. Contingent Approvals. This Amendment No. 1 is contingent upon approval by other interested parties and shall not become effective until CWU receives the prior written consent of Midstate Aviation and Kittitas County as parties to that certain **Lease Assignment and Sale of Leasehold Improvements Agreement** entered into by CWU, Midstate, and the County on November 8, 2016.

IN WITNESS WHEREOF, this Amendment No.1 has been executed by and on behalf of the parties effective as of the day first written above.

CENTRAL WASHINGTON UNIVERSITY

Katherine Frank, Provost

DATE

IASCO FLIGHT TRAINING, INC.

Matt Lazenby, VP Flight Operations

DATE

APPROVED AS TO FORM
AAG Alan Smith
03.03.17