LEASE AGREEMENT

This Lease Agreement made March 7, 2023, by and between the County of Lewis, located at 351 NW North Street, Chehalis, WA, 98532 ("Lessor"), and Lewis County Solid Waste Disposal District #1, located at 1411 S Tower Ave, Centralia WA 98531 ("Lessee"), collectively referred to herein as the "Parties", hereby agree as follows:

1. **DESCRIPTION OF LEASED PREMISES**: The Lessor agrees to lease to the Lessee the following described property Lewis County Solid Waste Transfer Station located at 1411 S Tower Ave, Centralia WA (the "Premises").

2. **USE OF LEASED PREMISES**: The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for the following use and purpose: the operations of the Lewis County Solid Waste Transfer Station.

   Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of Lessor only.

3. **TERM OF LEASE**: The term of this Lease shall be for a period of two (2) years commencing on the first (1st) day of January, 2023 and expiring at Midnight on the thirty-first (31st) day of December, 2024 ("Initial Term").

4. **INTERLOCAL AGREEMENT**: The parties hereto have entered into an Interlocal Agreement for Solid Waste Disposal Administration dated August 24, 2020, which is incorporated herein by reference and made a part hereof as though set forth in full at this point. In the event of any conflict between the terms and conditions of the above-referenced interlocal agreement, and any of the other provisions of this lease agreement, then the terms and conditions contained within the above-referenced interlocal agreement shall control.

5. **BASE RENT**: The net monthly payment shall be fifty-one thousand dollars ($51,000.00), payable monthly in due course as soon as practicable after board approval has been received and routine accounting entries have been made, but in no case later than 90 days after the first of the month in which the rent accrues. Said net monthly payment is-hereafter referred to as the "Base Rent". Rent for any period during the term hereon, which is for less than 1 month shall be a pro-rata portion of the monthly rent.

   Pursuant to the above-referenced interlocal agreement between the Parties, and pursuant to resolutions duly made and passed by the Lewis County Board of County Commissioners, a portion of the funds received by Lessor shall be placed in a separate fund and earmarked for solid waste capital improvements at the premises. Approval from the Lewis County Director of Public Works or his/her designee shall be required prior to any expenditures from this capital improvement reserve account. In addition, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement.

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6. **PAYMENT OF EXPENSES AND INSURANCE**: In addition to the Base Rent, the Lessee shall be responsible for payment of the following expenses: all costs to the Lessor of operating and maintaining the Premises, including but not limited to, any personal property taxes and assessments, electricity, water, sewage, operating materials and supplies, snow removal, repairs, security, and all other direct operating costs of operating and maintaining the Premises and related parking areas, unless expressly excluded herein.

   It is understood between the Parties that operations at the leased premises is covered under the county's Memorandum of Liability Coverage with the Washington Counties Risk Pool. However, if Lessee subsequently hires or engages any non-county employees to staff its operations, then Lessee shall be required to maintain, at all times during the Term of this Lease, comprehensive general liability insurance in an amount not less than $1,000,000 per occurrence. Furthermore, the policy shall include the following endorsements: (i) Lewis County, its elected and appointed officials, agents and employees shall be included as additional insureds, either by specific endorsement naming these parties, or by a blanket additional insured endorsement applicable "when required by written contract or agreement"; and (ii) a primary, non-contributory endorsement, in favor of Lewis County, its elected and appointed officials, agents and employees, or a blanket waiver of subrogation endorsement applicable "when required by written contract or agreement".

7. **OBLIGATIONS OF LESSEE**: Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured.

   Lessee shall properly maintain the Premises in a good, safe, and well-maintained condition. The Lessee shall, during the term of this Lease, and in any renewal thereof, at its sole expense, keep the Premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted.

8. **DEFAULT AND LATE PAYMENT**: In the event that the Lessee shall fail to pay rent, and expenses as set forth herein, or any part thereof, within 90 days after the first of the month in which the rent accrues, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said Premises and take possession of the same.

9. **INDEMNIFICATION**: The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the Premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the Premises.

10. **WAIVER**: Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

11. **GOVERNING LAW**: This Lease shall be governed by the laws of the State of Washington.

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12. **AMENDMENT**: No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

13. **BINDING EFFECT**: This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

IN WITNESS WHEREOF, the parties hereto set their hands and seal this March 7, 2023.

This agreement shall become effective upon signature by all parties hereto and upon its filing with the Lewis County Auditor and the Washington Secretary of State.

ATTEST:

_____
Rieva Lester, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

_____
Lindsey R. Pollock, DVM, Chair

_____
Sean D. Swope, Vice Chair

_____
Scott J. Brummer, Commissioner

Approved as to form:

JONATHAN L. MEYER
Prosecuting Attorney

_____
Deputy Prosecuting Attorney

ATTEST:

_____
Josh Metcalf, Clerk of the Board

LEWIS COUNTY SOLID WASTE
DISPOSAL DISTRICT NO. 1

_____
Scott J. Brummer, Chair

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