

LEASE AGREEMENT

THIS LEASE, MADE THE 30th day of August, 2021 by and between **WARREN COUNTY SCHOOL DISTRICT**, with an address of 6820 Market Street, Russell, Pennsylvania 16345, hereinafter referred to as-----"LESSOR,"

AND

NORTHERN PENNSYLVANIA REGIONAL COLLEGE, with an address of 300 Second Avenue, Suite 500, Warren, Pennsylvania 16365, hereinafter referred to as-----**"LESSEE"**

Lessor is the owner of premises located at 347 East Fifth Avenue in Warren, Pennsylvania, known as the Warren County Career Center. Lessee is a post-secondary institution that offers courses, degrees, and certificates (collectively referred to hereinafter as "educational programs") to residents of Warren County.

In consideration of the payments provided for herein and the benefits to the public, and, in particular, to residents of Warren County, Lessor, pursuant to 24 P.S. §7-775, does demise and lease unto Lessee for its educational programs the use of one classroom located at the Warren County Career Center and to be designated by the Principal of the Warren County Career Center (hereinafter referred to as the "leased property" or the "classroom") for the sole and exclusive purpose of the operation of its educational programs, and pursuant to the following terms and conditions of this Lease Agreement (hereinafter referred to as the "Agreement"):

1. The primary term of this Lease shall commence on January 1, 2022, and terminate on December 31, 2022. Therefore, it shall continue as a semester--to-semester periodic tenancy that automatically renews from semester to semester, unless either party notifies the other party in writing at least 30 days prior to the start of next semester of its intent to terminate the Lease at the end of the current semester. Upon the termination of the Lease, all of Lessee's personal property shall be removed from the leased property, Lessee shall vacate the leased property, and Lessee shall restore the leased property to its original condition.
2. Lessee agrees to pay Lessor \$824 per semester, for each semester during which classes are taught that this Agreement remains in effect, with said amount being due by the 1st day of each semester.
3. As long as this Agreement remains in effect, Warren County School District students enrolled in the Protective Services Program shall be permitted to take Lessee's EMT certification course at no cost, so long as it is taught by Mike Noe. Additionally, any student that graduates from the Warren County School District, completes the Protective Services Program and enrolls in Lessee's EMT certification course within one year of his/her graduation date shall be entitled to a \$500 reduction in price to be applied to the cost of the course.
4. Lessee shall use the leased property solely for the purpose of operating its educational programs. Lessee must conduct its educational programs on days and times that do not interfere with Lessor's own educational programs. Lessor shall give Lessee a key, key fob, or key card that provides access to the leased property during the permitted times.

5. In addition to the leased property, Lessee shall also be permitted to use the common restrooms located at the Warren County Career Center. Lessee is not permitted to use any other areas of the Warren County Career Center. Lessee may store a television and camera in the classroom, so long as doing so does not interfere with Lessor's own educational programs

6. Lessee shall be permitted to store the equipment identified on the attached Exhibit A in an area, or areas, designated by the Principal of the Warren County Career Center. Both Lessor and Lessee shall be permitted to use the equipment for its respective educational programs, and Lessee hereby certifies that there is no contract, or anything else, prohibiting Lessor's use of the equipment identified on Exhibit A.

Lessee assumes all risk of loss associated with the equipment and shall be solely responsible for any damage to the equipment, regardless of who causes the damage or how the damage occurs. Lessee shall retain all obligations, and Lessor shall not be responsible for any obligations, imposed by the Equipment Loan Agreement between Lessee and EMMCO West, the Equipment Loan Agreement between Lessee and the County of Warren, or any other similar agreement. No term or condition of any such agreement shall apply to, or be binding upon, Lessor.

7. Lessor shall provide and pay for utilities and for routine maintenance, and trash removal associated with the classroom that occurs during the week. Lessor shall not be responsible for any other costs, and Lessee shall provide all personnel, equipment, and supplies necessary to operate its educational programs in the classroom.

Lessee, in addition to the payment for each semester specified in Section 2 of this Agreement, shall also be responsible to pay Lessor for all custodial services that are necessitated by Lessee's use of the classroom on Saturday or Sunday.

8. Lessor reserves the right to inspect the leased property at any time, with no prior notice required to be given to Lessee.

9. Lessee may not assign or transfer any of the rights or obligations specified in this Agreement without the Lessor's prior written consent.

10. Any alterations made to the leased property by Lessee must be approved in writing by Lessor prior to the commencement of the alterations.

11. Lessee agrees to keep the leased property in a clean, safe and well-maintained condition, and upon the termination of this Agreement, will ensure that the leased property is left in said condition. In the case of any damage by reason of Lessee's occupancy that cannot be repaired through the routine maintenance described in Section 7 of this Agreement, Lessee shall promptly repair the leased property at its sole expense.

Lessee shall be responsible for sanitizing the classroom prior to each use of the classroom by Lessee. Lessor shall be responsible for sanitizing the classroom prior to each use of the classroom by Lessor.

12. During the term of this Agreement, Lessee agrees to comply with all applicable Warren County School District policies and procedures as well as all federal, state, and local laws, rules and regulations.

13. To the fullest extent permitted by law, Lessee shall defend, indemnify and hold harmless Lessor and Lessor's employees, agents, Board Members, directors, officers, and representatives from and against any and all claims, liabilities, losses and expenses arising from Lessee or Lessee's employee's, agent's, or representative's (i) act or omission; (ii) violation of any Warren County School District policy or procedure' (iii) violation of any federal, state, or local law, regulation, or ordinance; (iv) failure to comply with any term or condition of this Agreement; (v) or occupancy or use of the leased property. The Lessee's duties and obligations of this provision shall survive the termination of this Agreement.

14. Lessee acknowledges that Lessee has had a full opportunity to inspect and examine the leased property, and Lessee accepts the leased property in "AS IS" condition, with any and all defects that presently exist or that may arise in the future on account of any cause or reason.

15. The parties agree that they conduct completely separate businesses and affairs, are separate entities, are not partners or joint venturers in any sense whatsoever, and that all persons engaged in the operation of Lessee's educational programs on the leased property shall be employees of Lessee during such time and shall not be regarded as employees, agents or representatives of Lessor. The educational programs that Lessee will offer in the classroom are not part of a dual/concurrent enrollment program with Lessor and no dual credit shall be awarded.

16. Lessee agrees to carry and maintain workers compensation insurance as mandated by law. Lessee further agrees to carry and maintain for the benefit of Lessor liability insurance that covers the operations of Lessee upon the leased property and that lists Lessor as an additional insured. Said insurance shall be for personal injury and property damage and shall contain policy limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Lessee shall provide Lessor with copies of all required insurance policies prior to execution of this Agreement. Lessor shall also have the right, at any time, to request that Lessee provide Lessor with satisfactory evidence that said insurance coverage remains in full force and effect. Failure to maintain the insurance coverage or failure to comply fully with the insurance provisions shall in no way act to relieve Lessee from any of the obligations imposed by this Agreement.

17. Lessee shall provide proof of compliance with all applicable requirements of 24 P.S. §1-111, 24 P.S. §1-111.1, 24 P.S. §12-1205.6, 22 Pa. Code §8.1, *et. seq.* and 23 Pa.C.S.A. §6301, *et. seq.* for any employee or agent who will have direct contact with children. Lessee shall not permit any employee or agent to have direct contact with any child until proof of compliance is provided to Lessor.

18. There are no understandings between the parties regarding this Agreement other than those set forth in this Agreement, and there have been no promises, inducements, or commitments made in conjunction with this Agreement which are not explicitly set forth herein. This Agreement may be amended, modified, or waived only by a written addendum signed by Lessor and Lessee and approved by Lessor's Board of School Directors at a public, advertised meeting held in compliance with the Pennsylvania Sunshine Act.

19. The failure of either party to exercise any right or remedy provided for herein or to insist upon strict performance of any of the provisions of this Agreement shall not be deemed a waiver of any right, remedy, or entitlement to strict performance provided for

herein and shall in no way affect the right of such party to enforce such right, remedy, or entitlement to strict performance at a later time. Additionally, the waiver of the breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or similar nature.

20. All sections, sentences, and provisions contained in this Agreement are severable. Should any section, sentence, or provision of this Agreement be rendered void, invalid or unenforceable by any court of law (or arbitrator), for any reason, such a determination shall not render void, invalid, or unenforceable any other section, sentence, or provision of this Agreement and the remainder of this Agreement shall remain in full force and effect and binding on the parties hereto.

21. This Agreement has been prepared by the combined efforts of the parties, and the language used herein is not to be construed either in favor of, or against, either party as a result of ambiguity, or otherwise.

22. The parties hereto each represent and certify that the individuals identified below who sign this Agreement are authorized agents of each party and that, following its execution by each party, this Agreement shall be legally binding upon each of the parties. The Board of School Directors of the Warren County School District also serves as the Board for the Warren County Career Center and, to the extent legally required, this Agreement is being executed and approved on behalf of both the Warren County School District and the Warren County Career Center.

ATTEST:

WARREN COUNTY SCHOOL DISTRICT

Ruth A. Huck
Secretary, Board of School Directors

By: _____
Donna L. Zariczny
President, Board of School Directors

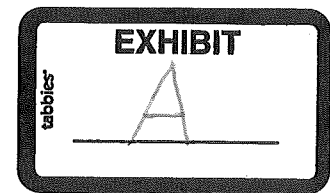
NORTHERN PENNSYLVANIA REGIONAL COLLEGE

Signature of Authorized Agent

Printed Name of Authorized Agent

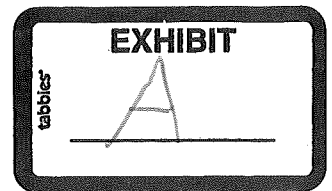
Title of Authorized Agent

Northern Pennsylvania Regional College
Emergency Medical Services
Equipment Inventory



	Item	Module	Mod/Item	Qty
1	Oral Airway Kit Polyethylene Plastic Clear 6-pack	Airway	18	4
2	Nasopharyngeal (Nasal) Airway Kit 6 pcs NPA	Airway	19	2
3	Oxygen Duffles	Airway	22	4
4	Pediatric Non-Rebreather Oxygen Mask with safety Vent AKA NRB,	Airway	23	4
5	Adult Non-Rebreather Oxygen Mask	Airway	23	4
7	Venturi Mask AirLife - Item Number 001240EA - 1 Each	Airway	24	2
6	Adult Tracheostomy Mask Model: 1075	Airway	24	2
8	Pediatric Canulas w/ 7in Safety Tubing, single unit	Airway	25	2
9	Nasal Cannula Adult 7' Tubing	Airway	25	2
10	Oxygen Tubing 50 Feet by Medline	Airway	26	4
11	Bag Valve Mask - adult	Airway	27	4
12	Child Training Bag Valve Mask	Airway	28	4
13	Oxygen Bottles	Airway	29	4
14	Oxygen Regulators	Airway	30	4
15	Oxygen Key / Oxygen Wrench Plastic	Airway	33	4
16	Pocket Resuscitator	Airway	34	4
17	O2 Humidifier	Airway	35	1
18	Sterile Water / humidifier	Airway	36	1
19	Laerdal Suction Unit (LSU)	Airway	39	2
20	Charger for LSU	Airway	40	2
21	Suction Catheter Rigid Tip	Airway	41	2
22	Suction Catheter French Tip 6 to 16	Airway	42	2
23	Meconium Aspirator	Airway	43	1
24	Suction tubing with bore	Airway	44	2
25	Manual Suction Unit	Airway	45	1
31	Powder-Free Latex Exam Gloves, Medium, 100 Count	BSI	1	1
26	Nitrile Gloves Blue, Latex Free, Disposable, Powder Free 4.6 Mil,	BSI	1	1
27	Nitrile Gloves Blue, Latex Free, Disposable, Powder Free 4.6 Mil,	BSI	1	1
28	Nitrile Gloves Blue, Latex Free, Disposable, Powder Free 4.6 Mil,	BSI	1	1
29	Nitrile Gloves Blue, Latex Free, Disposable, Powder Free 4.6 Mil,	BSI	1	1
30	PowderFree Latex Exam Gloves, Small, 100 Count	BSI	1	1
33	PowderFree Latex Exam Gloves, XLarge, 90 Count	BSI	1	1
32	PowderFree Textured Latex Exam Gloves (Pack of 100)	BSI	1	1
34	First Aid Kit 10 Person	BSI	2	4
35	Medical Mask N95, 20 Count	BSI	3	2
36	Face Masks Surgical Hypoallergenic	BSI	4	1
37	Eyewear Protective Safety Glasses, Polycarbonate Impact Resistant Lens	BSI	5	1
38	Hand Sanitizer Wipes – 110 Individually Wrapped, Travel Size Sanitizing	BSI	6	1
39	Work and Rescue ANSI Yellow Helmet Z89.1-2014 Type I Class E	BSI	7	1
40	Rappel Gloves Tan Medium CMC Rescue 250203	BSI	7	1
41	Safety Goggles - DEWALT DPG82-11/DPG82-11CTR Concealer Clear Anti-	BSI	7	1
42	Automated External Defibrillator, 8 In. H	Cardiac	2	1
43	Obstetrical Kits	EdInfra	1	4
47	Stair Chair	EdInfra	10	1
48	Orthopedic/Scoop Stretcher	EdInfra	11	1
49	Reeves Stretcher	EdInfra	12	1
50	Wheeled Stretcher (Each) Junkin Jsa-602 Easy-fold	EdInfra	13	1
51	Burn Sheets (document)	EdInfra	14	1
52	Pediatric Measuring Tape	EdInfra	16	1
53	Intranasal training supplies	EdInfra	17	1
54	2016 Emergency Response Guidebook (ERG): Spiral Bound	EdInfra	18	12
55	TRIAGE TAGS - 10/PK - METTAG MT-137	EdInfra	19	1

Northern Pennsylvania Regional College
Emergency Medical Services
Equipment Inventory



	Item	Module	Mod/Item	Qty
56	Backboards - long	Immob	1	4
57	Vehicle Extraction Kit (KED splint)	Immob	2	2
58	Blankets	Immob	3	8
59	Pillows	Immob	4	2
60	Cervical Immobilization Device	Immob	5	4
61	Backboard Straps - 9 ft.	Immob	6	16
62	Splints - Hare - Adult Child	Immob	7	2
63	Splints - Sager	Immob	8	1
64	Splints - Air & Vacuum - Sets	Immob	11	2
65	Rigid Splints - Board - Sets	Immob	12	2
66	Splints - SAM	Immob	13	8
67	Cervical collars - Sets	Immob	14	4
68	Patient Assessment/Trauma Bag	Pt. Assess	1	4
69	Blood Pressure Cuff, Aneroid 4 Sizes	Pt. Assess	2	4
70	BP Cuffs - Large Adult	Pt. Assess	2	0
71	BP Cuffs - Adult	Pt. Assess	2	0
72	BP Cuffs - Child	Pt. Assess	2	0
73	BP Cuffs - Infant	Pt. Assess	2	0
74	Stethoscope, 28" 3M Littmann Lightweight II S.E.	Pt. Assess	3	12
75	Stethoscope Dual Teaching Edition	Pt. Assess	4	8
76	Pen Lights for Nurses USB Rechargeable Nursing Penlight Flashlights 2	Pt. Assess	5	4
77	Wound Care Kit- 5"x9" Xeroform Occlusive Gauze Strips (12), 12 Ply 4x4	Pt. Assess	7	4
78	Sterile Burn Sheet Blanket - 60" x 90"	Pt. Assess	8	4
79	Shears, Medical Trauma Scissors	Pt. Assess	12	4
80	Glucose Gels in Two 3-packs by Transcend	Pt. Assess	13	4
81	Blood Glucose Diabetes Testing Kit, 100 Count STARTER KIT + 100	Pt. Assess	14	4
82	Cold Pak 4.5 X 7.5" (12)	Pt. Assess	15	4
83	Ice Packs For Injuries Reusable Gel Hot Cold Flexible Compress Ideal For	Pt. Assess	16	4
84	Alcohol Preps	Pt. Assess	17	4
85	K-Y Jelly Personal Lubricant 8 oz (4 Bottles x 2 oz), Premium Water	Pt. Assess	18	4
86	Tongue Depressors, Sterile, Adult, Wood, 6"x0.6875", 100/BX	Pt. Assess	19	4
87	Bandage 2"x5 Yards (12 Rolls Pack), Superbe Self Cohesive	Pt. Assess	20	4
88	Triangular Bandages (cravats)	Pt. Assess	21	16
89	Medical Thermometer - AccuMed AT2102 Non-Contact, Instant-Read	Pt. Assess	22	8
90	Pulse oximeter	Pt. Assess	23	1
91	Tourniquet: Made for First Aid Response, Hiking and Emergency Kits, for	Pt. Assess	24	8
92	Adult Intubation Manikin	Sim& Trng	1	2
93	Infant Intubation Training Simulator Model	Sim& Trng	2	2
94	Adult CPR (defib capable)	Sim& Trng	3	2
95	Adult & Child CPR manikin (Set: 5 adult/2 child)	Sim& Trng	4	2
96	Baby Anne CPR Trainer Model Laerdal 050000	Sim& Trng	5	2
97	Defibrillation Skin (adult)	Sim& Trng	6	2
98	OB mannequin	Sim& Trng	8	1
99	Dual Training Stethoscope (see line 12)	Sim& Trng	13	2
100	EpiPen Trainer by Dey 500-00, Current Model	Sim& Trng	17	4
103	Moulage Kit for Full Body CPR Manikin - Simulaids Trauma	Sim& Trng	23	1