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FEB 07 2023

SUBLEASE
BETWEEN
CITY OF PORT ANGELES and CLALLAM COUNTY
SHARED STORAGE FACILITY

THIS AGREEMENT is entered into this 7 day of Feb., 2023, by and between the City of Port Angeles, a municipal corporation of the State of Washington (hereinafter referred to as "City") and Clallam County, a political subdivision of the State of Washington (hereinafter referred to as "County").

THE PURPOSE OF THIS AGREEMENT IS TO memorialize the terms under which the County will sublet a portion of a leased warehouse for the purpose of co-locating property and vehicle storage with the City.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT:

LEASE

The County Sheriff's has leased a 7,000 square foot facility and the City will occupy 1/3rd of the space. The City will sublet from the County at a rate of 1/3rd of the total annual lease amount during the duration of this sublease agreement. The utilities will be paid by the County. The County will maintain custody and control over all property and vehicles maintained at the facility. The City will have access to the facility upon coordination with a Sheriff's Office Property and Evidence Manager or Chief Civil Deputy.

INDEMNIFICATION

The parties will mutually defend, indemnify and hold harmless the other party, its officers, employees, and agents from and against any and all costs, claims, demands, judgments or awards of damages arising out of or in any way resulting from the negligent acts or omissions of the other party, its officers or employees in performing this agreement.

DURATION

This Agreement will remain in effect until terminated in writing by either party.

CONTACT PERSONS

The City and the County will each appoint a representative who will be responsible for the administration of this Agreement. Unless otherwise designated in writing, the City contact person will be the City's Chief of Police. The County contact person will be the Sheriff's Office Chief Civil Deputy.

COMPENSATION

The City has appropriated that public funds be expended to meet this storage need. The source of funds is the City budget. Funds for payment of services to be rendered under this agreement will be available for this purpose. The County will not be obligated to perform services, for which timely payment is not received.

The City's portion to sublet is subject to annual review. The County will draft an annual cost calculation spreadsheet based upon the annual lease cost calculations in the County's lease agreement for the property. The County will submit an annual invoice to the City for the updated annual sublet cost.

A one-time payment for prior sublet use is invoiced for the period 01/01/21 through 12/31/21 in the amount of \$8,664.48 and is due upon execution of this agreement.

AGREEMENT ALTERATIONS AND AMENDMENTS

The City and the County may mutually amend this agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the City and the County.

TERMINATION

Except as otherwise provided for in this agreement, either party may terminate this agreement upon thirty (30) days written notice. If this agreement is so terminated, the terminating party shall be liable only for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination. In the event of termination, the parties agree that any property acquired in connection with this agreement shall remain the property of the party who purchased the property.

DISPUTE RESOLUTION

In the event that a dispute arises under this agreement, it shall be determined in the following manner:

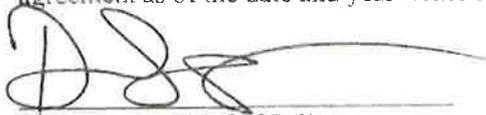
The City shall appoint a member to the Dispute Board. The County will appoint a member to the Dispute Board. The City and the County will jointly appoint a member to the Dispute Board. In the event the City and County are not able to jointly agree on a third member to serve on the Dispute Board, either party may petition the Superior Court for Clallam County to appoint a third member to the Dispute Board. The Dispute Board shall evaluate and adjudicate the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

COMPLETE EXPRESSION

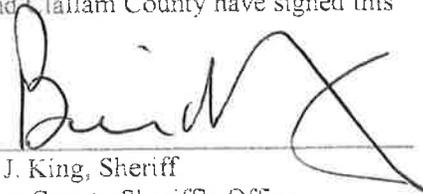
This agreement, and any written attachments or amendments thereto, constitutes the complete agreement of the parties and any oral representations or understandings not incorporated herein are excluded.

ALL WRITINGS CONTAINED HEREIN

IN WITNESS WHEREOF, the City of Port Angeles and Clallam County have signed this agreement as of the date and year written below.



Brian Smith, Chief of Police
Port Angeles Police Department
Date: _____



Brian J. King, Sheriff
Clallam County Sheriff's Office
Date: _____

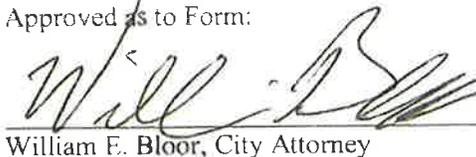


Nathan West, City Manager
City of Port Angeles
Date: _____



Mark Ozias, Chair
Board of Clallam County Commissioners
Date: 2/7/23

Approved as to Form:


William E. Bloor, City Attorney

Approved as to Form:


Clallam County Prosecutor's Office