

## LEASE AGREEMENT

THIS AGREEMENT is made this twenty-sixth day of February 2013 between the CITY OF FORKS (hereafter "City"), and CLALLAM COUNTY (hereafter "County").

### REPRESENTATIONS:

- 1) Clallam County has official functions, duties, and responsibilities that require that they have office space in the West End.
- 2) The parties desire and agree that the County offices should be located in the City.
- 3) The City has office space available which is adequate for County needs.

### AGREEMENTS:

In recognition of the above representations, it is hereby agreed between the parties as follows:

- 1) The County shall receive the exclusive use of the office space currently used by them for locating Clallam County District Court II, as set forth in Attachment A, along with five (5) reserved parking spaces in the Forks City Hall parking lot, for the term of this contract. It is understood and agreed that the courtroom may on occasion, with approval of the court, be used for other activities provided they do not interfere with the court's operations.
- 2) The City shall provide to the County all utilities, including electricity, garbage, water, sewer, and maintenance.
- 3) The County shall pay all telephone charges attributable to its use of telephones in the City Hall, with exclusive use to be paid totally by the County.
- 4) Subject to limitation that no substantial portion of the premises used by the County shall be demolished or removed by the County, the County may, at its own expense, make any alterations or improvements to the spaces which are for its sole and exclusive use within the City Hall.
- 5) The City shall keep the building insured against loss or damages by fire and other perils. Should the building or any portion of it be destroyed by fire or other perils then the City shall replace the portion of the premises used by the County which was destroyed, within 30 days, or the County will have the right to automatically terminate this agreement. The amounts of such insurance coverage maintained by the City shall be in an amount sufficient to replace the building.
- 6) The County shall provide property damage insurance on the contents of these spaces which it occupies, and the City shall not be liable for any damage or injury to contents of these spaces, except as caused by the negligence of the City, its agents or employees.
- 7) As to those portions of the premises that are designated in this lease agreement to be used exclusively by the County, the County agrees to defend, indemnify and hold harmless the City, its officers, employees and/or agents from and against all claims resulting from or arising out of the County's use of these portions of the premises, whether such claims arise from the acts, errors or omissions of the County, its elected and appointed officials, officers, employees and agents; however, the County's duty does not extend to claims arising from the sole negligence or willful misconduct of the City or its officers, employees and/or agents. As used in this provision, "Claim" means any loss, claim, suit, action, liability, damage or expense of any kind or nature whatsoever, including but not limited to attorneys' fees and costs, attributable to personal or bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss of use resulting therefrom.

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- 8) As to those portions of the premises that are not designated in this lease agreement to be used exclusively by the County, the City agrees to defend, indemnify and hold harmless the County, its elected and appointed officials, officers, employees and agents from and against all claims resulting from or arising out of the use of these portions of the premises, regardless of whether such claims arise from the acts, errors or omissions of the City, its officers, employees and/or agents; however, the City's duty does not extend to claims arising from the sole negligence or willful misconduct of the County, its elected and appointed officials, officers, employees and agents.
- 9) If the County fails to perform or comply with any conditions of this lease, and if the non-performance shall continue for a period of 10 days after written notice thereof by the City to the County, then the County shall be deemed to be in default. If the City fails to perform or comply with any conditions of this lease, and if the non-performance shall continue for a period of 10 days after written notice thereof by the County, then the City shall be in default.

Upon default by the County, the City shall have the right to cancel and terminate this lease, by giving 30-days written notice to the County. The County shall have that period within which to remove all property and personnel within the premises. At the conclusion of that time, all rights of the County under this lease shall cease.

Upon default by the City of any conditions of this lease, the County may, upon 30-days written notice, terminate the lease.

- 10) The parties agree that Clallam County shall pay to the City of Forks, seven thousand, five hundred and no/100 dollars (\$7,500), on a quarterly basis, starting January 1, 2013 and at the beginning of each quarter thereafter. Effective January 1, 2014 and each January 1 for the term of this lease and, when held over for subsequent years, may be increased 50 percent of the CPI-U for Seattle-Bremerton-Tacoma for the 12 months ending in June of the preceding year.
- 11) The term of this lease is January 1, 2013 to December 31, 2018. If the County shall, with the consent of the City, hold over after the expiration or sooner termination of the term of this lease, the resulting tenancy shall, unless otherwise mutually agreed, be for an indefinite period of time on a month-to-month basis. During such month-to-month tenancy, the County shall pay to the City the same rate of rent as set forth herein, unless a different rate shall be agreed upon, and shall be bound by all of the addition provisions of this lease insofar as they may be pertinent.
- 12) Either party may cancel this agreement, for Public Convenience, by giving written notice to the other party at least one year prior to the effective date of cancellation.

DATED this twenty-sixth day of February 2013

**CITY OF FORKS**

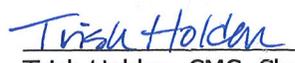
  
Bryon Mahohon, Mayor

**BOARD OF CLALLAM COUNTY COMMISSIONERS**

  
Michael C. Chapman, Chair

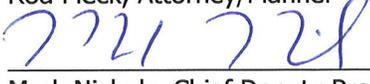
ATTEST:

  
Audrey Grafstrom, Clerk/Treasurer

  
Trish Holden, CMC, Clerk of the Board

APPROVED AS TO FORM:

  
Rod Fleck, Attorney/Planner

  
Mark Nichols, Chief Deputy Prosecuting Attorney