



INTRLOC_00 ASSOCIATION OF WASHINGTON CITIES (AWC)

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Description: OFFICE WORKSTATION LEASE AGREEMENT PO 1150544-000

Notes:

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ASSOCIATION OF WASHINGTON CITIES
OFFICE WORKSTATION LEASE AGREEMENT

1. This is a lease made and entered into this 1st day of December, 2010, by and between the Association of Washington Cities (AWC), a private non-profit corporation, hereinafter referred to as "Landlord", and the City of Bellevue a municipal corporation, hereinafter referred to as "Tenant."

Description of Property: Landlord and Tenant agree to rent the following described property situated in Olympia, Thurston County, State of Washington: One office workstation located on the first floor of building three, of the AWC corporate office building at 1076 Franklin Street SE.

2. **Condition of Premises:** Tenant accepts the premises in their present condition and is not relying upon any representations by the Landlord. Basic janitorial services are provided on the premises by the Landlord.

3. **Term:** The lease is for a period starting on January 10, 2011 and ending April 24, 2011.

4. **Rent:** Rent is \$700 for the term specified in section 3 above, payable annually starting on the 1st day of January. If the rent is not paid within thirty (30) days of the due date, this lease agreement is terminated. If a special session is called, Tenant will be billed at the close of session at the rate of \$7 per day.

4.1 The Landlord is responsible for telephone, fax and internet utility costs and services incurred during the Tenant's use of the premise.

5. **Parking:** Street parking on Washington, Franklin and Adams Streets between 10th and 11th Streets is available by permit at the rate of \$60 per month. The parking permit fee is in addition to the rent described in section 4 above. A map showing where the street parking is located is attached as Exhibit A to this Lease Agreement. Tenant must notify Landlord if interested in purchasing a monthly parking permit.

6. **Hold Harmless Provisions, Liability and Indemnity:** The AWC, its officers, employees and agents, shall not be liable for any injury (including death) or damage to any persons or to any property sustained or alleged to have been sustained by the Tenant or by others as a result of any condition (including existing or future defects in the premises), or occurrence whatsoever related in any way to the tenant's presence on or use of the premises under this lease, except to the extent of such damage caused by the gross negligence of the Landlord. Tenant agrees to defend and hold and save the AWC, its officer, employees and agents, harmless from any and all liability or expense (including expense of litigation) in connection with any such terms of actual or alleged injury or damage.

7. **Type of Activity:** Tenant agrees to use the facility as office space in conjunction with legislative services. Use as office space and related activities is the only type of activity to be conducted upon the premises. Only lobbyists or authorized personnel of the City of Bellevue shall be allowed to hold keys to the facility and must open and close the facility to ensure proper security of the facility. All fixtures, equipment, or items furnished on the premises by the Landlord may be used by the Tenant but must remain on the premises at all times. All activities must comply with all City, County, State and Federal laws and ordinances including but not limited to the City Zoning Code. Tenant agrees to obtain and comply with all necessary permits for the operation and conduct of Tenant's activities. If Tenant fails to obtain and comply with such permits, then Tenant accepts full responsibility for any and all costs incurred, including actual attorney's fees.

8. **Disposition of Property at End of Lease:** At the end of the lease or extension, Tenant has the right to remove all of the equipment and personal property placed on the premises by Tenant during the period of this lease. In the event the Tenant fails to remove any equipment or personal property from the

premises at the conclusion of the lease, the Landlord shall, at its option, have the right to retain it or in the alternative, remove it at Tenant's expense.

9. **Maintenance of Facilities:** The premises shall be maintained in such condition so as not to create a hazard or be unsightly, and will at all times conform to existing laws. Tenant agrees not to allow conditions of waste and will keep the premises in a neat, clean, and orderly condition.

10. **Laws and Regulations:** The Tenant agrees to conform to and abide by all laws, rules, codes and regulations of the United States, the State of Washington, and any municipality or agency. Tenant's use and operation of may not be in violation of any rules, codes, laws, or regulations.

11. **Costs and Attorney's Fees:** In the event it is necessary for either party herein to bring an action to enforce the terms, conditions or covenants of this lease, then the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements.

12. **Assignment:** Tenant will not, by operation of law or otherwise, assign any portion of the leased premises.

13. **Landlord's Right to Enter Premises:** Landlord and/or its authorized representatives shall have the right to oversee the premises at all reasonable times for any of the following purposes.

- In case of emergency, as authorized by law or as authorized by this agreement;
- To do what the Landlord has the right or obligation to perform;
- To repair, maintain or improve the premises;
- To do any other act or thing necessary for the safety or preservation of the premises.

14. **Waiver of Subrogation:** Landlord hereby releases Tenant from any and all right, claim and demand that Landlord may hereafter have against Tenant, or Tenant's successors or assigns, arising out of or in connection with any loss or losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies, and does hereby waive all rights of subrogation in favor of insurance carriers against Tenant arising out of any Losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies and sustained by Landlord in or around the premises. Tenant hereby releases Landlord from any and all right, claim and demand that Tenant may hereafter have against Landlord or Landlord's successors or assigns, arising out of or in connection with any loss or losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies. The waivers provided for in this paragraph shall be applicable and effective only in the event such waivers are obtained from the insurance carriers concerned.

15. **Termination:** The Landlord may terminate this lease agreement in whole or in part, and thereupon shall notify the Tenant of termination, the reasons therefore, and the effective date, provided such effective date shall not be prior to notification of the Tenant.

16. **Notices:** All notices or payments may be delivered or mailed. If mailed, they should be sent to the following respective addresses:

Landlord: Association of Washington Cities
1076 Franklin Street SE
Olympia, WA 98501
Phone (360) 753-4137

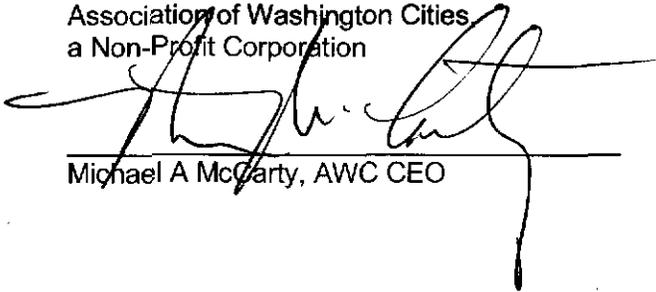
Tenant: **City of Bellevue**
Diane Carlson, Director of Intergovernmental Relations
City Managers Office
PO Box 90012
Bellevue, WA 98009-9012

Phone: (425) 452-4225
Email: dcarlson@bellevuewa.gov

17. **Validation:** In witness whereof, Landlord has caused this instrument to be signed and executed by its CEO as authorized by the AWC, the day and year as first written above.

Landlord:

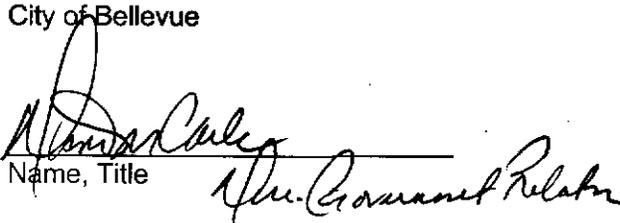
Association of Washington Cities
a Non-Profit Corporation



Michael A. McCarty, AWC CEO

Tenant:

City of Bellevue



Name, Title
Dir. Government Relations