

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered in duplicate this 12th day of January, 2009, by and between INTERCITY TRANSIT, a Public Transportation Benefit Area and a Washington municipal corporation, hereinafter referred to as "TRANSIT," and THURSTON COUNTY.

WITNESSETH:

WHEREAS, THURSTON COUNTY seeks to lease for use as an office by the Thurston County Sheriff's Office the following described property operated by TRANSIT:

An area of approximately 375 square feet, consisting of shared office space in the Amtrak Depot building at 6600 Yelm Highway, Olympia.

WHEREAS, TRANSIT desires that the above-described property shall be used as a satellite office by the Thurston County Sheriff's Office in order to increase security for the area surrounding the Amtrak Depot facility, so long as the premises are maintained in a condition satisfactory to TRANSIT; and

WHEREAS, TRANSIT finds it appropriate to lease said property to THURSTON COUNTY under the following terms and conditions.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties hereto agree as follows:

1. Leased Premises. TRANSIT hereby leases to THURSTON COUNTY and THURSTON COUNTY hereby leases from TRANSIT the above-described property at the Amtrak Depot under the terms set forth herein.
2. Use of Premises. It is understood and agreed that the leased premises will be used by the Thurston County Sheriff's Office as a satellite office.
3. Term. The effective date of this Lease shall be January 12th, 2009. Once effective, this Lease shall continue from year to year until terminated by either party as provided in Article 7 below.
4. Consideration. As consideration for this Lease, THURSTON COUNTY shall pay monthly Internet access charges, not to exceed \$125.00, and allow Intercity Transit usage of the service, and provide increased security for the bus-riding public in the vicinity of the Amtrak Depot facility through periodic visits by Sheriff deputies in the course of their normal duties.

5. Assignment/Sublease. THURSTON COUNTY shall not assign, transfer, or sublet the premises, or any part thereof, or permit the premises to be used for any purpose not permitted by the lease without the prior written consent of TRANSIT.

6. Insurance. THURSTON COUNTY shall maintain at its own expense liability insurance for damage to personal property or personal injury on or about said premises.

7. Termination. When TRANSIT determines that the leased property described above is needed for passenger rail purposes, TRANSIT may terminate this agreement upon giving the THURSTON COUNTY six months notice thereof in advance. THURSTON COUNTY may terminate this agreement at any time upon giving TRANSIT notice six months in advance thereof.

8. Indemnification. THURSTON COUNTY agrees to indemnify and hold harmless TRANSIT from and against any and all claims for loss, liability, or damage, arising out of or in connection with the activities carried out or to be carried out on the property herein described, and in connection with or arising out of the act or negligent omissions of THURSTON COUNTY, its employees, or agents, however caused, during the terms of this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

INTERCITY TRANSIT

THURSTON COUNTY



Michael Harbour
General Manager



Dan Kimball
Sheriff