

## AMENDMENT

This is an amendment to the existing lease agreement between the City of Redmond and NORCOM.

### ARTICLE 1. GRANT OF LEASE

**1.1 Grant and Possession.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following described premises ("Leased Premises") to have and to hold for the Lease Term:

845 square feet of net rentable space located in Room 249A and 200 square feet of net rentable space located in Room 249B on the second floor of the Redmond Public Safety Building, 8701 160th Avenue NE, Redmond, Washington as depicted on the drawing attached to this Lease as Exhibit 2.

### ARTICLE 2. TERM AND RENEWAL

**2.1 Initial Lease Term.** The Initial Term of this Lease (the "Initial Term") shall extend for a period of ten (10) years commencing \_\_ (date) \_\_, and ending \_\_ (date) \_\_, unless sooner terminated or extended. The Initial Term and all Renewal Terms for this Lease shall collectively constitute the Lease Term.

### ARTICLE 3. RENT AND OCCUPANCY EXPENSES

**3.1 Rent.** Tenant agrees to pay Landlord for the use and occupancy of the Leased Premises an annual rental. At the outset of this Lease, the Rent shall be based on \$35.40 per square foot for 1045 square feet of net rentable space, which equals \$36,993.00 per year. The Rent shall be paid in a single lump sum due payable in full on or before February 1 of each year during the Lease Term. For 2021 and for the remainder of this Lease, the Rent shall be increased each year on January 1, by using a percentage equal to the annual percentage increase in the Consumer Price Index for All Urban Consumers in the Seattle-Everett Area (CPI) between January 1 and December 31 of the preceding year. Notwithstanding the foregoing, Landlord shall provide Tenant with thirty (30) days prior written notice before any such increase in Rent takes effect. In the event that the CPI has not increased or has decreased between January 1 and December 31 of the previous year, the Rent shall stay the same for the ensuing year.

### ARTICLE 4. USE OF LEASED PREMISES

**4.1 Use as Backup Emergency Communications Center.** Tenant shall be entitled to use and occupy the Leased Premises for the purpose of providing a backup emergency communications center for use by Tenant in the event that Tenant's Bellevue City Hall space is unavailable due to an emergency such as fire, flood, earthquake, attack, sabotage, equipment malfunction or any other such cause or due to any other cause rendering Tenant's Bellevue City Hall space temporarily unavailable and for purposes of training, storing, furnishings and equipment and testing, maintaining, and upgrading Tenant's software and equipment during periods in which the Leased Premises are not in active use by Tenant so that Tenant may activate the backup emergency communications center in a timely manner when necessary. No other use is authorized or permitted by this Lease. In the event that Tenant is required to activate the backup emergency communications center due to an emergency, Tenant agrees to notify Landlord's Representative *{Robert Clemmons, Tel. (425-556-2652) or Jason Fisher, Tel. (425- 556-2650), or Communications Supervisor (425-556-2500)}* by phone or by radio on the public-safety answering point channel of the need for activation and the anticipated duration of the use. In all other events, Tenant agrees to coordinate its use of the Leased Premises with Landlord's Representative. Tenant agrees that in the operation of the backup emergency communications center, Tenant shall comply with all applicable laws, rules, and regulations of the United States, State of Washington, King County, and City of Redmond. Subject to Landlord's maintenance obligation under Section 5.1 below, Tenant agrees

to maintain the Leased Premises in good condition and repair throughout the Term of this Lease.

Except as expressly amended herein, all remaining provisions of the lease remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Lease on the dates set forth below.

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF DUVALL

CITY OF REDMOND

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Approved as to form:

Approved as to form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Attorney

## **EXHIBIT 1**

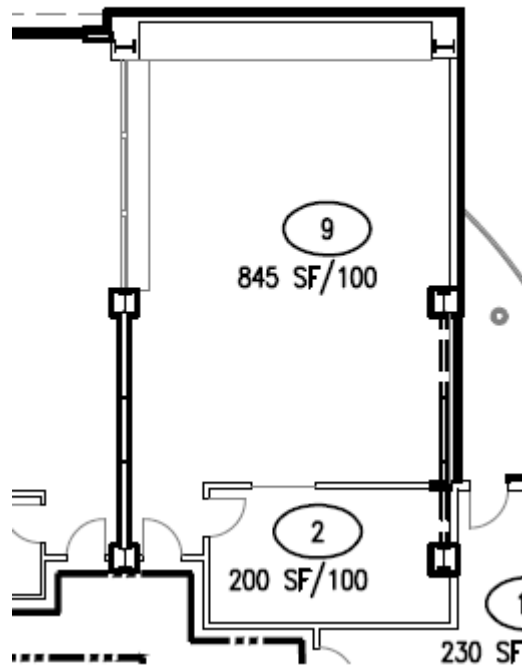
### **LEGAL DESCRIPTION OF REDMOND PUBLIC SAFETY BUILDING PARCEL**

Lot 2, Redmond Municipal Campus Binding Site Plan, City of Redmond File No. L030335, according to the Binding Site Plan thereof recorded in Volume 219 of Plats, Pages 57-61, in King County, Washington

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**EXHIBIT 2**

**DRAWING DEPICTING LEASED PREMISES**





## SECOND FLOOR EAST