

By: Finance Department
Adopted: July 27, 2020
Yes: Burney, Graham, Harvey, Ledford
No: None
Absent: Dryden, Velock

**City of Wasilla
Resolution Serial No. 20-27**

A Resolution Of The Wasilla City Council Authorizing The Mayor To Execute A Ten (10) Year Agreement With The Matanuska-Susitna Borough For Leased Space In The Wasilla Dispatch Building For Emergency Management Services.

WHEREAS, the City of Wasilla owns the building at 1800 E. Parks Highway; and

WHEREAS, the Matanuska-Susitna Borough would like to lease the space currently occupied by the Wasilla Police Department; and

WHEREAS, the Wasilla Police Department is moving into their new building in July of 2020; and

WHEREAS, the lease agreement would generate revenue to the City of \$31,511 in fiscal year (FY) 2021 with a 2 percent increase in FY2022 through FY2025. The original calculation will be recalculated at year five (5) averaging actual utility costs from FY2023 through FY2025. FY2026 through FY2031 will then increase by 2 percent annually.

NOW, THEREFORE, BE IT RESOLVED, that the Wasilla City Council authorizes the Mayor to execute an agreement with the Matanuska-Susitna Borough for the lease of 4,000 square feet of the Wasilla Dispatch Building located at 1800 E. Parks Highway for ten (10) years.

Effective Date. This resolution takes effect upon adoption.

ADOPTED by the Wasilla City Council on July 27, 2020.


Bert L. Cottle, Mayor

ATTEST:


Jamie Newman, MMC, City Clerk

[SEAL]

**City of Wasilla
Legislative Staff Report
Resolution Serial No. 20-27**

Authorizing The Mayor To Execute A Ten (10) Year Agreement With The Matanuska-Susitna Borough For Leased Space in the Wasilla Dispatch Building For Emergency Management Services.

Originator: April Dwyer, Purchasing Officer
Date: 7/14/2020

Agenda of: 7/27/2020

Route to:	Department Head	Signature	Date
X	Chief of Police		7/15/20
X	Public Works Director		7/15/20
X	Communications Manager		7/17/20
X	Finance Director		7-15-20
X	Deputy Administrator		7/15/2020
X	City Clerk		7/15/2020
X	Mayor		7/16/2020

Fiscal Impact: yes or no

Account name/number:

Rents & Royalties 001.4200.362.11.00 \$31,511

Attachments: Resolution Serial No. 20-27 (1 page)
Lease Agreement (13 pages)

Summary Statement: This agreement covers 4,000 square feet of the Wasilla Dispatch building being vacated by the Wasilla Police Department.

The rental rate for the first year of the lease is based upon an average of the past three (3) fiscal years' utility costs per square foot. The Wasilla Dispatch building is approximately 10,000 square feet. Emergency Management Services will be leasing an area of approximately 4,000 square feet of the first floor. FY2021 lease amount would be \$31,511.

The average cost of utilities per square foot from FY2018 through FY2020 was \$7.88. The attached lease allows for a 2% rate increase per annum; based on the previous twelve (12) month's rate. The original calculation will be recalculated at year five (5) averaging actual utility costs from FY2023 through FY2025.

Proposed Action: Adopt the Resolution Serial No. 20-27.

City of Wasilla Lease Agreement

Agreement Between the City of Wasilla, herein called “Landlord” and Matanuska- Susitna Borough Emergency Management Services herein called “Tenant.” Landlord hereby leases to Tenant 4,000 square feet of space in the Wasilla Dispatch Building.

ARTICLE I

LEASE TERM

The term shall start on August 1, 2020 and end on July 31, 2030. This lease shall be for a period of ten (10) years unless sooner terminated or extended as herein provided.

1.01 Commencement of Term

In the event the application of the foregoing commencement provision results in a commencement date other than on the first day of the calendar month, the rent shall be prorated on the basis of a thirty-day month and the term of the lease shall commence on the first day of the calendar month next succeeding.

1.02 Possession Prior to Term of Lease

If permission be given by the Landlord to the Tenant to enter into possession of the Space Leased, or to occupy premises other than the Space Leased, prior to the date herein fixed for the commencement of the leased term, such occupancy by the Tenant shall be deemed to be that of the Tenant under all the terms, covenants and conditions of this Lease, except as to the covenant to pay rent which shall be separately identified by Landlord and tenant in writing. Prior to possession, Tenant must give evidence to Landlord of certificates of insurance as set forth in Article VII and pay the required security deposit.

ARTICLE II

SPACE LEASED

2.01 Condition of Premises

Tenant has leased 4,000 square feet of space, after an examination of the same, and except as herein expressly provided (including construction to be undertaken or completed by Lessor as written in Section 10.01) accepts such space without further representation on the part of the Landlord.

2.02 Services Furnished by Landlord

Landlord shall furnish for the benefit of Tenant without additional charge the following services: snow removal for public parking and for the front and rear building entrance, and janitorial services in the common areas.

2.03 Utility Charges

Tenant shall contract for in its own name telephone and janitorial services in the Space Leased. Tenant shall pay all charges for these services as they become due.

2.04 Common Area

Landlord shall maintain parking areas on a portion of the Premises on which the complex is erected. Said parking areas shall be for the joint use of the Tenants in the complex and for the use of customers, visitors and invitees.

Tenant agrees that all deliveries for the leased space must be received only by tenant or tenant's employees. If deliveries are made without the tenant or employee of tenant present to receive them, they will be rejected. All deliveries are to be stored inside the leased space.

Landlord shall keep said common area in a neat, clean and orderly condition. Landlord shall at all times have the right and privilege of making rules and regulations for the use of said common area and of determining the nature and extent of the common areas, including the size and configuration of the parking area and driveways.

2.05 Landlord's Right of Entry

Tenant, at any time during the term of this Lease, shall permit inspection of the Space Leased during reasonable hours by the Landlord or Landlord's agents or representative, and an emergency key shall be provided to the Landlord or his designee for entrance into the Space Leased.

ARTICLE III

RENT

3.01 Covenant to Pay Rent

Tenant covenants to and shall pay rent to Landlord at: City of Wasilla
Finance Department
290 E. Herning Avenue
Wasilla, AK 99654

Or at such other place as Landlord may designate, in advance, on the first day of each calendar month during the first-year term a fixed monthly rental of **\$ 2,626.00**. Beginning on the first twelve (12) month anniversary of the Commencement Date of the Lease and on each succeeding

anniversary date hereafter for the first five (5) years, the rental rate for the Leased Premises shall increase 2% per annum over the rate charged for the immediately preceding twelve (12) months. At the end of the first 5 years, an audit will be conducted on the previous three (3) years' utility costs. The rental rate will be adjusted accordingly. The rental rate will then increase 2% per annum over the last five (5) years of the lease. Minimum monthly rent for the first month or portion of it shall be paid on the day the term commences. Minimum monthly rent for any partial month shall be prorated at the rate of one-thirtieth (1/30th) of the monthly rent per day. Rent not paid within seven (7) days of the first of each month shall bear interest from the date due until paid at the current maximum legal rate of interest stated in Alaska Statute 45.45.010 Legal Rate of Interest, Prepayment of Interest.

3.02 Additional Rent

In addition to the foregoing rent provided for in section 3.01 above, all other payments to be made by Tenant to Landlord shall be deemed to be and shall become additional rent hereunder, whether or not the same be designated as such: and shall be payable on demand or together with the next succeeding installment of rent; whichever shall first occur, together with interest thereon; and Landlord shall have the same remedies for failure to pay the same as for a nonpayment of rent. Landlord at its election shall have the right to pay or do any act which requires the expenditure of any sums of money by reason of the failure or neglect of Tenant to perform any of the provisions of such sums or do such acts requiring the expenditure of monies. Tenant agrees to pay Landlord, upon demand, all such sums, and the sum so paid by Landlord, together with interest thereon, shall be deemed additional rent and be payable as such.

ARTICLE IV

USE OF PREMISES

4.01 Use of Premises

Tenant shall use the Space Leased solely for the purpose of providing Emergency Management Services. Tenant shall not use permit, or suffer the use of the Space Leased for any other business, act, or purpose.

Use and occupancy by Tenant of the space leased shall include the free and uninterrupted right of access to the Space Leased by means of doorways, passages, stairways, and entrances to the building which afford access to the Space Leased but confers no rights either with regard to the subsurface of the land below the floor level of the building or with regard to air space above the ceiling of the building.

Nothing herein contained shall be construed as a grant or rental by Landlord to Tenant of the roof and exterior walls of the building of which the Space Leased forms a part or any of the walks and other common areas beyond the Space Leased including but not limited to the vehicular parking are adjoining such building.

4.02 Compliance with Laws

Tenant shall comply with all applicable laws, statutes, ordinances and regulations of duly constituted public authorities now or hereafter in any manner affecting the Space Leased, whether or not any such laws, ordinances or regulations which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same.

4.03 Rules and Regulations of Building

As a condition to the use of the premises, Tenant shall comply with all reasonable rules and regulations promulgated by Landlord from time to time for any and all tenants in the building. Landlord shall not be responsible for the nonobservance by any other Tenant of said rules and regulations.

This is a non-smoking and pet-free complex in its entirety. A violation of the no smoking/no pet policy may result in eviction at the sole discretion of the Landlord.

4.04 Use of Common Area

The sidewalks, halls, passages, exits, entrances and stairways shall not be obstructed by Tenant or used for any purpose other than for ingress to the egress from the Space Leased. Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence, in the sole judgment of the Landlord, shall be prejudicial to the safety, character, reputation and interests of the building and its Tenants, provided that nothing herein contained shall be construed to prevent such access to persons whom Tenant normally deals with in the ordinary course of Tenant's business unless such persons are engaged in illegal activities or activities that in any way impair the character, reputation or appearance of the building, or which will impair or interfere with or tend to impair or interfere with any of the services performed by Landlord for the property. Tenant, employee of Tenant and no employer-invitee of Tenant shall go upon the roof of the building.

4.05 Security Premises

Tenant shall see that the doors and windows, if openable, are closed and securely locked before leaving the building and must observe strict care and caution that all water faucets or water apparatus are entirely shut off before Tenant or Tenant's employees leave the building, and that all electricity shall be carefully shut off so as to prevent waste or damages, and for any default or carelessness, Tenant shall make good all injuries or losses sustained by either Tenants or occupants of the building or Landlord. Tenant agrees to hold the Landlord harmless for any accidents, damages, injuries or claims for failure to secure the premises.

ARTICLE V

MAINTENANCE, REPAIR, ALTERATIONS

5.01 Covenant to Maintain and Repair

Tenant shall during the term of this Lease and any renewal or extension thereof, at its sole expense, keep the interior of the Space Leased in as good order and repair as it is at the date of commencement of this Lease, except of reasonable wear and tear. Tenant shall at its cost:

1. Furnish and replace as required all lighting tubes, bulbs, ballasts or like items
2. Perform all janitorial services necessary to keep the Space Leased clean and sanitary.

Tenant shall fully equip the Space Leased with all trade equipment, lighting fixtures, furniture, operating equipment, and any other equipment necessary for the proper operation of Tenant's business. All fixtures installed by Tenant shall be new or completely reconditioned. Tenant shall not do any construction work or install any equipment without first giving Landlord the written plans and specifications for such work thirty (30) days prior to the date of construction. If the nature of the work does not require plans or specifications the Tenant shall describe the construction or modification in writing thirty (30) days prior to construction.

All alterations, additions, or improvements to the Space Leased by Tenant or Tenant's agents or employees must be done by a licensed and bonded contractor and licensed and bonded subcontractors. Landlord may require proof of such license and bonding prior to approving alterations, additions, or decorations, including painting. All alterations must conform with the state, borough or municipal building codes. Landlord reserves the right to require proof of license, bonding and compliance with building codes prior to approving remodeling, additions, alterations, or decorations.

Landlord during the term of this Lease and any renewal or extension thereof shall keep the structural supports and exterior walls of the Space Leased in good order and repair. Landlord shall maintain and repair all plumbing lines and equipment installed for the general supply of hot and cold water, heat, ventilation and electricity, except that Tenant shall be responsible for any and all repairs attributable to obstructions or objects deliberately or inadvertently introduced or placed in the fixtures or lines leading thereto by Tenant, its employees, servants, agents, licensees or invitees.

5.02 Prohibition of Liens

Tenant shall not do or suffer anything to be done causing the Space Leased to be encumbered by liens of any nature, and shall, whenever and as often as any lien is recorded against said property, purposing to be for labor or materials furnished or to be furnished to Tenant, discharge the same of record within ten (10) days after the date of filing. Tenant shall inform the Landlord immediately (not more than 72 hours) upon learning that a lien of any kind has been recorded that may have an effect on the building, Space Leased or any property associated therewith.

ARTICLE VI

ASSIGNMENT AND SUBLETTING

Tenant shall not assign, mortgage or encumber this Lease, in whole or in part, or sublet all or any part of the Space Leased without the prior written consent of Landlord. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against any assignment or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. If this Lease be assigned or if the Space Leased or any part thereof be occupied by anybody other than Tenant, Landlord may collect rent from the assignee or occupant, and apply the new amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this provision or the acceptance of the assignee, undertenant or occupant as Tenant, or as a release of the Tenant from the further performance herein. Notwithstanding any assignment or sublease, Tenant shall remain fully liable and shall not be released from performing any of the terms of this Lease. Any assignment, hypothecation or sublease of the Space Leased, or any part thereof, whether by operation of law or otherwise without the written consent of landlord shall be voidable as the option of Landlord.

ARTICLE VII

INDEMNITY, INSURANCE, SUBROGATION

7.01 Indemnification

Except for the sole negligence of the City of Wasilla (City) and to the fullest extent permitted by law, the tenant or permitted user (tenant) shall defend, indemnify, and hold harmless the City and any of the City's applicable subsidiaries, from any and all claims demands, losses, and liabilities to or by any third party, including, but not limited to costs, attorney's fees, expenses and claims for any damages, contributions, or indemnification arising from, resulting from, or connected with services or supplies provided by, or performed under this agreement by the tenant, its agents, sub-tenants, suppliers, and employees, even though such claims may prove to be false, groundless, or fraudulent. The indemnification obligation under this agreement shall not be limited in any way by any restriction on the amount or type of damages, compensation, or benefits payable to or for any third party, or any employee under any worker's compensation act, disability benefit act, or other employee benefit act. Entitlement to recovery of costs, attorney fees and expenses under the indemnification obligation shall include all fees, costs, and expenses incurred in good faith by the City.

7.02 Insurance

The tenant shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Alaska as admitted insurers or approved surplus lines insurers and approved by the City, such insurance as will protect the tenant from claims set forth below and others, which may arise out of or as a result from the tenant's operations under this agreement, whether such operations are by the tenant or by a sub-tenant or by anyone directly or indirectly

employed by any of them, or by anyone for whose acts any of them may be liable. Restrictions, conditions or exclusions contained in the insurance policies shall not reduce the obligations of the tenant under this agreement.

- (a). Claims under worker's compensation, employers' liability, disability benefits, and other similar employee benefit acts which are applicable to the work to be performed under this agreement.

Claims for damages because of bodily injury, sickness, disease or death of any person other than the tenant's employees.

Claims for damages insured by usual personal injury liability insurance coverage which are sustained (1). by a person as a result of an offense directly or indirectly related to the employment of such person by the tenant, or (2). by any other person or entity.

Claims for damages, other than to the product supplied, or to the services performed itself because of damage to or destruction of tangible property, including loss of use resulting therefrom.

Claims for damages because of bodily injury, including death of a person, or damage to property arising out of the ownership, maintenance or use of any motor vehicle.

Claims involving the tenant's contractual obligations and assumption of liability under this agreement.

Liability insurance shall include at a minimum, all major divisions of coverage and be on a commercial general liability form including:

- Premises/Operations Liability
- Products/Completed Operations Liability
- Personal/Advertising Injury Liability
- Fire Damage Liability
- Medical Payments
- Participant Legal Liability (if any sports activities are conducted)

- (b). The insurance required in 7.02 including subsection (a.), shall be written for not less than the limits listed in (c). below or those limits required by law, whichever limit is higher. Insurance, whether written on an occurrence, or a claims-made basis, shall be maintained without interruption from the date of commencement of the occupancy to the date of final use, or termination of any insurance required to be maintained after final use.

- (c). The insurance required in 7.02 including subsection (a). shall be written for not less than the following limits:

Worker's Compensation Insurance: Statutory Requirements of the State of Alaska, and Employer Liability Insurance limits:

- \$500,000.00 each accident
- \$500,000.00 disease each employee.
- \$500,000.00 disease policy limit.

Commercial General Liability Insurance: Form CG0001 04/13 or equivalent.

- \$1,000,000.00 Combined Single Limit of Liability per Occurrence
- \$1,000,000.00 Personal/Advertising Injury Limit of Liability per Occurrence
- \$1,000,000.00 Participant Legal Liability (if any sports activities are conducted)
- \$2,000,000.00 Annual General Aggregate Limit of Liability
- \$2,000,000.00 Annual Products/Completed Operations Aggregate Limit of Liability
- \$100,000.00 Premises Damage Limit of Liability Any One Fire
- \$5,000.00 Medical Expense Limit Any One Person

Commercial Automobile Liability Insurance: Form CA0001 03/10 or equivalent.

- \$1,000,000.00 Combined Single Limit of Liability per Accident
For all Owned, Hired, and Non-Owned Vehicles.
- (d). Worker's compensation insurance and employers liability insurance shall be in compliance with the statutory requirements of the State of Alaska, and any other statutory obligation, whether federal or state pertaining to compensation of injured employees. The worker's compensation insurance and employers liability insurance shall contain a waiver of subrogation provision in favor of the City.
- (e). The commercial general liability insurance shall name the City as an additional insured as respects this tenant agreement.
- (f). Tenant's required insurance is subject to review and adjustment by the City, who may require reasonable changes in the amounts and types of insurance based upon changes of risk. Tenant shall be provide a written explanation for any such changes.
- (g). Certificates of insurance acceptable to the City shall be filed with the City prior to the commencement of the beginning of any occupancy by the tenant.

If any of the insurance policies required above are canceled for any reason, the tenant shall provide immediate notice to the City of Wasilla of the cancellation and either provide: evidence of replacement or notice of reinstatement.

This evidence of replacement or notice of reinstatement shall be delivered to the City of Wasilla prior to the scheduled cancellation date. Failure of the tenant to comply with this provision shall terminate this agreement as non-compliant. Tenant agrees to vacate the premises occupied by this agreement and cease all operations prior to the scheduled cancellation date.

Immediate notice means that the tenant shall notify the City of Wasilla in person or by certified mail within five calendar days of receipt of the cancellation notice from the insurance company, by the tenant at the following address:

City of Wasilla
290 E. Herning Avenue
Wasilla, AK 99654

7.03 Mutual Waiver of Subrogation

The City will rely solely on its own resources for the cost of repair or replacement of the property at the leased premises and the tenant will rely solely on its own resources for the cost of repair or replacement of the tenant's owned or controlled property at the leased premises. Both the City and the tenant will waive subrogation rights (the right of recovery) against each other for those costs, whether recoverable from an insurer or not.

ARTICLE XIII

CASUALTIES, DESTRUCTION

8.01 Restoration Abatement

If all of any part of the Space Leased or the building in which Space Leased is damaged or destroyed by fire or other casualty insured under the standard fire insurance policy or other casualty insured under the standard fire insurance policy with an extended coverage endorsement applicable to such property, the Landlord, unless it otherwise elects as herein provided, shall repair the same with reasonable dispatch out of the insurance proceeds received by it from the insurer. If the Space Leased or any part thereof is damaged by fire or other casualties to such an extent as to be rendered untenable in whole or in part, then the rent shall be abated to an extent corresponding with the part untenable, and for a period corresponding with the period during such untenability exists. If, however, Tenant fails to adjust its own insurance claim within a reasonable time, and as a result thereof the repairs and restoration is delayed, there shall be no abatement of rent during the period of such resulting delay, or if the fire or damage to said Space Leased was caused by carelessness or negligence or improper conduct of Tenant, then

notwithstanding such damage or destruction, Tenant shall be liable for the rent during the unexpired period of the demised term, without abatement. If the Landlord elects to restore the Space Leased as provided in this paragraph, Landlord shall not be required to restore alterations made by Tenant, Tenant's improvements, Tenant's trade fixtures, equipment and Tenant's personal property, including without limitation any panels, decoration, office fixtures, railing, ceiling, floor covering, partitions and the like, such excluded items being the sole responsibility of Tenant to restore. Landlord shall not be responsible for lost profits during the restoration period.

8.02 Termination of Lease Upon Damage of Casualty

If the Landlord, in its sole discretion, shall decide within ninety (90) days after the occurrence of any fire or other casualty, even though the Space Leased may not have been affected by such fire or other casualty, to demolish, rebuild or otherwise replace or alter the building containing the Leased Premises, then upon written notice given by Landlord to Tenant, this lease shall terminate on a date as specified in such notice, but no sooner than twenty (20) days from the date of such notice, as if that date had been originally fixed as the expiration date of the term herein leased. However, if the building of Leased Space is found to be in danger the structure may be demolished immediately without notice at the Landlord's convenience.

In the event of damage to or destruction of the Space Leased, unless the Landlord shall have repaired such damage within ninety (90) days, or has commenced repairing within ninety (90) days and is proceeding with diligence and continuity, Tenant may with written notice terminate this lease on the date specified in such notice, as if the date had been originally fixed as the expiration date of the term herein leased, provided such early termination date be no later than one hundred fifty (150) days after the event of damage or destruction contemplated herein.

ARTICLE VIII

GENERAL PROVISIONS

9.01 Waiver of Breach

No failure by either Landlord or Tenant to insist upon the strict performance by the other of any covenant, agreement, term or condition of this Lease, or to exercise any right of remedies consequent upon a breach thereof, shall constitute a waiver of any such breach of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement and term of this Lease shall continue in full force and effect with respect to any other than existing or subsequent breach.

9.02 Subordination Clause

Tenant accepts this Lease subject and subordinate to all the underlying leases, leasehold mortgages, deed of trust, or other mortgages now or hereafter a lien upon or affecting the land and building of which the Space Leased is a part. The Tenant shall, at any time hereafter, on demand, execute any instruments, releases, or other documents that may be required:

- By any beneficiary, mortgage, or mortgagor, for the purpose of subjecting and subordinating this Lease to the lien of any such deed of trust, mortgage, or mortgages, or underlying lease; or
- Alternatively, if any such beneficiary, mortgagee or mortgagor elects to have this Lease made a prior lien to its mortgage or deed of trust. The failure of Tenant to execute any such instruments, releases or documents shall constitute a default hereunder. In the case of the failure of Tenant to execute said papers on demand, Landlord is hereby authorized, as the attorney and agent of Tenant, to execute such releases, instruments, of other documents, and in such event Tenant hereby confirms and ratifies any such instruments so executed by virtue of this power of attorney.

9.03 Entire Agreement – Changes, Waivers

This agreement supersedes all or any other prior agreements and understandings between the parties or any prior Landlord and may not be changed or terminated orally, and no change, termination or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by the parties against whom the same is sought.

9.04 Notices

Any notice or demand which under the terms of this Lease or any statute must be given or made by the parties hereto, shall be in writing and given or made by mailing the same by registered or certified mail, addressed to the other party as follows:

Landlord: City of Wasilla
290 E. Herning Avenue
Wasilla, AK 99654

Tenant: Matanuska-Susitna Borough
Emergency Management Services
350 E. Dahlia Avenue
Palmer, AK 99645

Either party may, however, designate in writing such new or other address to which such notice or demand shall thereafter be so given, made or mailed. Any notice given hereunder by mail shall be deemed delivered when deposited in the United States general or branch post office, enclosed in a registered or certified prepaid wrapper addressed as provided herein.

9.05 Rights Reserved to Landlord

Landlord reserves the following rights:

- Building Name – to name the building and the property and to change the name or street address of the building and the property
- Install Signs – To install and maintain a sign or signs on the exterior or interior of the building and the property
- Pass Keys – to constantly have pass keys to the Space Leased.
- Show Premises – On reasonable prior notice to Tenant, to exhibit the Space Leased to prospective tenants during the last six (6) months of the term of this Lease, and upon one (1) day advance notice to any prospective purchaser, mortgagee, or assignee of any mortgage on the property and to others having a legitimate interest at any time during the term of this Lease.
- Emergency Repairs – At any time in the event of any emergency and otherwise at reasonable times, to take any and all measures, including inspections, repairs, alterations, additions or improvements to the Space Leased or to the building, as may be necessary or desirable for the safety, protection or preservation of the Space Leased or the building or Landlord's interest, or as may be necessary or desirable in the operation or improvement of the building or in order to comply with all laws, orders and requirements of governmental or other authority.
- Rules and Regulations – Landlord may from time to time issue in writing rules and regulations deemed by Landlord to be for the benefit of Landlord, Tenant, and other Tenants, which shall become as incorporated in the Lease.

ARTICLE X

MISCELLANEOUS PROVISIONS

10.01 All Agreements – Amendments

This Lease contains all the agreements of the parties and cannot be amended or modified except by a written agreement signed by the parties hereto.

10.02 Negotiated and Mutually Drafted Lease

The Tenant also agrees that the lease was mutually created and negotiated by himself and the City of Wasilla. Therefore, if there is a question of interpretation of the drafted language herein, the interpretation should not be construed against either author.

LANDLORD:

**Bert L. Cottle, Mayor
City of Wasilla**

Date

TENANT:

**Ken Barkley, Director
Matanuska-Susitna Borough
Emergency Management Services**

Date