

Return Address:

Skamania County Commissioners
PO Box 790
Stevenson, WA 98648

<i>Document Title(s) or transactions contained herein:</i>	
1. Rental Agreement	
<i>GRANTOR(S) (Last name, first name, middle initial)</i>	
1. Skamania County	
<input type="checkbox"/> Additional names on page _____ of document.	
<i>GRANTEE(S) (Last name, first name, middle initial)</i>	
1. State of Washington Employment Security Department	
<input type="checkbox"/> Additional names on page _____ of document.	
<i>LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)</i>	
Section 1 of Township 2 North, Range 7 East, W.M.	
<input checked="" type="checkbox"/> Complete legal on page 8 of document.	
<i>REFERENCE NUMBER(S) of Documents assigned or released:</i>	
<input type="checkbox"/> Additional numbers on page 8 of document.	
<i>ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER</i>	
02-07-01-2-0-1200	
<input type="checkbox"/> Property Tax Parcel ID is not yet assigned	
<input type="checkbox"/> Additional parcel numbers on page _____ of document.	
The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.	

STATE OF WASHINGTON

EMPLOYMENT SECURITY DEPARTMENT

DELEGATED STATE RENTAL AGREEMENT

1. This RENTAL AGREEMENT is made and entered into between County of Skamania, Board of Commissioners whose address is P O Box 790, Stevenson, WA 98648 for its heirs, executors, administrators, successors, and assigns, hereinafter called the Landlord; and the State of Washington, Employment Security Department, hereinafter called the Tenant, acting under a delegation of authority from the Department of General Administration, in accordance with RCW 43.82.010.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

2. The Landlord hereby rents to the Tenant the following described premises:

Tax Parcel Number: 2-7-1-B-1200

Common Street Address: 704 S.W. Rock Creek Drive, Stevenson, Washington

Approximately 1,240 square feet of office space located at 704 S.W. Rock Creek Drive, Stevenson, Washington.

USE

3. The premises shall be used by the Employment Security Department and/or other state agencies for the following purpose(s): Delivery of employment services. Landlord acknowledges that Tenant houses state and local business partners within said premises under Resource sharing Agreements and Subleases.

TERM

4. This Rental Agreement, which CANNOT EXCEED TWO YEARS, shall be effective from August 1, 2003 through July 31, 2005.

RENTAL RATE

5. The Tenant shall pay rent to the Landlord for the premises at the following rate:

August 1, 2003 to July 31, 2004:

Six Hundred and Two Dollars and fifty-five Cents: \$602.55 per month

August 1, 2004 to July 31, 2005:

Six Hundred Twenty Dollars and Sixty-three Cents: \$620.63 per month

Payment shall be made at the end of each month upon submission of properly executed vouchers.

EXPENSES

6. During the term of this Rental Agreement, Landlord shall pay all real estate taxes, all property assessments, insurance, storm water, water, sewer, garbage collection, and maintenance and repair as described below, together with one and one half hours per week of janitorial services to include restroom supplies and light bulbs.

6A. Tenant shall pay for electrical utilities in their demised space.

MAINTENANCE AND REPAIR

7. The Landlord shall maintain the premises in good repair, tenantable condition, and in a sanitary condition during the continuance of this Rental Agreement at all times to the mutual satisfaction of the Landlord and Tenant, except in case of damage arising from the act or the negligence of the tenant's clients, agents or employees. For the purposes of maintenance and repair, the Landlord reserves the right at reasonable times to enter and inspect the premises and to do any necessary maintenance and repairs to the building. Landlord's maintenance and repair obligations under Paragraph 6 shall include, but not be limited to, the mechanical, electrical, interior lighting (including replacement of ballasts, starters and fluorescent tubes as required), plumbing, heating, ventilating and air-conditioning systems (including replacement of filters as recommended in equipment service manual); floor coverings; window coverings; inside and outside walls (including windows and entrance and exit doors); all structural portions of the building (including the roof and the watertight integrity of same); porches, stairways; sidewalks; exterior lighting; parking lot (including snow removal, cleaning and restriping as required); parking bumpers; drainage; landscaping and continuous satisfaction of all governmental requirements generally applicable to similar office buildings in the area (example: fire, building, energy codes, indoor air quality and requirements to provide an architecturally barrier-free premises for people with disabilities, etc.). The Tenant will maintain and protect the facility from damages, i.e., provide protective casters or feet on furniture, provide chair mats where necessary, and immediately notify the Buildings and Grounds Department of any needed repairs.

TERMINATION

8. This Rental Agreement may be terminated by either party giving written notice not less than thirty (30) days prior to the effective date of termination. The premises will be restored to the same condition as when Tenant took possession, reasonable wear and tear and authorized improvements excepted.

ASSIGNMENT/SUBLEASE

9. The Tenant may assign this Rental Agreement or sublet the premises with the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Tenant shall not permit the use of the premises by anyone other than the Tenant, such assignee or sublessee, and the employees, agents and servants of the Tenant, assignee, or sublessee.

FIXTURES

10. The Tenant shall have the right during the existence of this Rental Agreement with the written permission of the Landlord (such permission shall not be unreasonably withheld), to make alterations, attach fixtures, and erect additions, structures or signs, in or upon the premises hereby rented. Performance of any of the rights authorized above shall be conducted in compliance with all applicable governmental regulations, building codes, including obtaining any necessary permits. Any fixtures, additions, or structures so placed in or upon or attached to the said premises shall be and remain the property of the Tenant and may be removed therefrom by the Tenant upon the termination of this Rental Agreement. Any damage caused by the removal of any of the above items shall be repaired by the tenant.

PREVAILING WAGE

11. Landlord agrees to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this Agreement when required by state law to do so, and to comply with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Rental Agreement will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this Rental Agreement as though fully set forth herein.

PAYMENT

12. Any and all payments provided for herein when made to the Landlord by the Tenant shall release the Tenant from any obligation therefore to any other party or assignee.

COMPLIANCE WITH STATE/FEDERAL LAWS

13. Landlord is responsible for complying with all applicable provisions of the Americans With Disabilities Act of 1990 (42 U.S.C. 12101- 12213) and the Washington State Law Against Discrimination, Chapter 49.60 RCW, as well as the regulations adopted thereunder, with respect to the Leased Premises.

NO GUARANTEES

14. It is understood that no guarantees, express or implied, representations, promises or statements have been made by the Tenant unless endorsed herein in writing and it is further understood that the Tenant, a State agency, is acting in compliance with a delegated authority from the Department of General Administration in accordance with RCW 43.82.010.

HAZARDOUS SUBSTANCES

15. Landlord warrants that no hazardous substance, toxic waste, or other toxic substance has been produced, disposed of, or is or has been kept on the premises hereby rented which if found on the property would subject the owner or user to any damages, penalty, or liability under an applicable local, state or federal law or regulation. Landlord shall indemnify and hold harmless the Tenant with respect to

any and all damages, costs, attorney fees, and penalties arising from the presence of such substances on the premises, except for such substances as may be placed on the premises by the Tenant.

BINDING AUTHORITY

16. It is further understood that this Rental Agreement shall not be binding upon the State of Washington, Employment Security Department, unless signed by the Tenant's Director, Commissioner, or his/her designee.

DATE COMPLIANCE

17. All building systems controls which are time or date sensitive shall operate correctly with dates in the 20th or 21st century, so that the functions, calculations, and other computing processes of the systems controls perform in a consistent manner regardless of the date in time on which the systems controls are actually performed and regardless of the Date Data input to the systems controls, whether before, during or after the year 2000, and whether or not the Date Data is affected by leap years.

"Date Data" means any data, formula, algorithm, process, input or output which includes, calculates, or represents a date, a reference to a date, or a representation of a date; including, but not limited to the following:

- a) No value for current date will cause any interruption in operation. Current date means today's date as known to the equipment or product.
- b) Date-based functionality will behave consistently for dates prior to, during, and after year 2000.
- c) In all interfaces and data storage, the century in any date will be specified either explicitly or by unambiguous algorithms or a suitable interface rule.

CAPTIONS

18. The captions and paragraph headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any paragraph.

NOTICES

19. Wherever in this Rental Agreement written notices are to be given or made, they will be sent by certified mail to the address listed below unless a different address shall be designated in writing and delivered to the other party.

LANDLORD:

County of Skamania
Board of Commissioners
P O Box 790
Stevenson, WA 98648

TENANT: Employment Security Department
P O Box 9046
Olympia, WA 98507-9046

AND: Department of General Administration
Division of State Services
General Administration Bldg.
Post Office Box 41015
Olympia, Washington 98504-1015

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names.

LANDLORD:

County of Skamania, Board of Commissioners

By: Albert E. McKee
Albert E. McKee
Title: Chair of the Board of
County Commissioners
Date: January 12, 2004

APPROVED AS TO FORM:

[Signature]
Skamania County Prosecutor

TENANT:

State of Washington, Employment Security Dept

By: Jackie Campbell
Jackie Campbell
Title: Deputy Assistant Commissioner
Date: 2-5-04

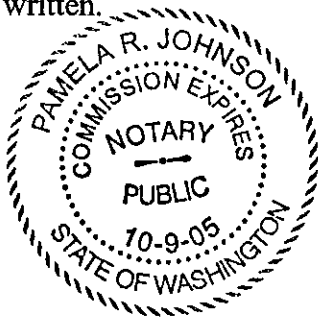
APPROVED AS TO FORM:

By: APPROVAL ON FILE
Assistant Attorney General
Date: 11/25/02

STATE OF Washington)
) ss.
County of Skamania)

I, the undersigned, a Notary Public, do hereby certify that on this 12th day of January, 20 04, personally appeared before me Albert E. McKee to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the purposes and uses therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

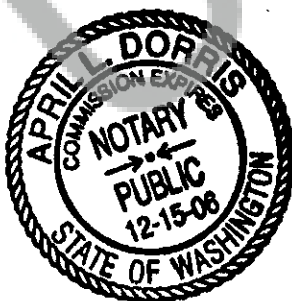


Pamela R. Johnson
Notary Public in and for the State of Washington,
Residing at Carson
My commission expires 10/9/05

STATE OF WASHINGTON)
) ss.
County of Thurston)

I, the undersigned, a Notary Public, do hereby certify that on this 5th day of February, 20 04, personally appeared before me Jackie Campbell, EMPLOYMENT SECURITY DEPARTMENT, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that he/she signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that he/she was duly authorized to execute said document.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



April Dorris
Notary Public in and for the State of Washington,
Residing at Thurston County
My commission expires 12-15-06

Beginning at a point 300 feet west of the southeast corner of Lot 8, Section 1-2-7; thence north to a point 560 feet southerly, when measured at right angles of centerline of county road (formerly State Road 8); thence north 63 degrees, 24 minutes east parallel to and 560 feet from the centerline of said road to the centerline of Rock Creek; thence north on the centerline of Rock Creek to the centerline of said road; thence westerly along the centerline of county road to a point north of the point of beginning; thence south to the point of beginning.

Unofficial
Copy