

Return Address:

Skamania County Commissioners
PO Box 790
Stevenson, WA 98648

<i>Document Title(s) or transactions contained herein:</i>	
1. Lease 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, Township 2 North, Range 7 East, W.M. 704 SW Rock Creek Drive, Stevenson, WA	
<input type="checkbox"/> Complete legal on page _____ of document.	
<i>REFERENCE NUMBER(S) of Documents assigned or released:</i>	
<input type="checkbox"/> Additional numbers on page _____ of document.	
<i>ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER</i>	
6.S. 2-7-1-B-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.	

RENTAL AGREEMENT

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

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

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): office space for 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 Agreement, which CANNOT EXCEED ONE YEAR, shall be effective from August 1, 2005 through July 31, 2006.

RENTAL RATE

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

Six Hundred Thirty-nine Dollars and Twenty-five Cents

\$639.25 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.

6.1. Tenant shall pay for only electrical utilities in their demised space.



MAINTENANCE AND REPAIR

7. The Landlord shall maintain the premises in good repair and tenantable 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 maintaining and repairing the premises, the Landlord reserves the right at reasonable times to enter and inspect the premises and to make 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; elevators; 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); wheel 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 architecturally barrier-free premises for persons 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 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, upon the written authorization of the Department of General Administration, 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 leased. Such alterations, fixtures, additions, structures and signs shall be authorized only by the Department of General Administration. 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 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.

DISASTER

14. In the event the premises are destroyed or injured by fire, earthquake or other casualty so as to render the premises unfit for occupancy, and the Landlord(s) neglects and/or refuses to restore said premises to their former condition, then the Tenant may terminate this Rental Agreement and shall be reimbursed for any unearned rent that has been paid. In the event said premises are partially destroyed by any of the aforesaid means, the rent herein agreed to be paid shall be abated from the time of occurrence of such destruction or injury until the premises are again restored to their former condition, and any rent paid by the Tenant during the period of abatement shall be credited upon the next installment(s) of rent to be paid. It is understood that the terms "abated" and "abatement" mean a pro rata reduction of area unsuitable for occupancy due to casualty loss in relation to the total rented area.

NO GUARANTEES

15. 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 this Rental Agreement shall not be valid and binding upon the State of Washington, unless same has been approved by the Director of the Department of General Administration of the State of Washington or his or her designee and approved as to form by the Office of the Attorney General. Any amendment or modification of this Agreement must be in writing and signed by both parties.

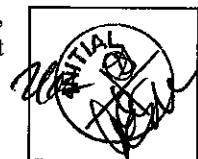
HAZARDOUS SUBSTANCES

16. Landlord warrants to his/her knowledge 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 leased 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, attorneys' fees, and penalties arising from the presence of any hazardous or toxic substances on the premises, except for such substances as may be placed on the premises by the Tenant.

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.

CANCELLATION/SUPERSESSION

18. This Rental Agreement cancels, supersedes, or replaces DEL 03-0067 dated September 12, 2003, and all modifications thereto effective August 1, 2005.

CAPTIONS

19. 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

20. 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
Post Office Box 790
Stevenson, Washington 98648

TENANT:

Employment Security Department
Post Office Box 46000
Olympia, Washington 98504-6000

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 subscribe their names.

County of Skamania, Board of Commissioners

By: Albert E. McKee
Title: Chairman
Date: 9-19-05

Approved As To Form Only

Peter S. Banks
Peter S. Banks
Skamania County Prosecutor

STATE OF WASHINGTON

Employment Security Department

Acting through the Department
of General Administration

Robert A. Bippert for
Robert A. Bippert, Director
Real Estate Services

Date: 9-23-05

RECOMMENDED FOR APPROVAL:

Neil Tuggle
Neil Tuggle, Real Estate Agent
Real Estate Services

Date: 9-21-05

APPROVED AS TO FORM:

By: [Signature]
Assistant Attorney General

Date: 9/22/05

