

AFTER RECORDING RETURN TO:

Department of Enterprise Services  
Real Estate Services  
Post Office Box 41468  
Olympia, WA 98504-1468

Sublease No. SSL 12-0066A  
SR 374-10-14

(Stevenson) SEW/cns  
Page 1 of 6  
Date: February 3, 2015

SUBLEASE

1. This SUBLEASE, made and entered into by and between State of Washington, Department of Social and Health Services, whose interest in subject property is that of Lessee, acting through the Department of Enterprise Services for its successors, and assigns, hereinafter called the Sublessor, and People for People, whose address is 304 W. Lincoln Avenue, Yakima, Washington 98902, hereinafter called the Sublessee. Sublessor, entered into a lease with Vine Street Investors, LLC whose address is Post Office Box 430, Arlington, Washington 98223-0430, as Lessor, dated May 14, 2012, to which lease reference is hereby made as if the same were herein set forth at length, which lease is hereinafter referred to as the Master Lease. The parties covenant and agree as follows:

WHEREAS, the Department of Enterprise Services is granted authority to lease property under RCW 43.82.010;

WHEREAS, the Sublessor and Sublessee deem it to be in the best public interest to enter into this Sublease;

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

**LEASED PREMISES**

2. The Sublessor hereby subleases to the Sublessee the following described premises:

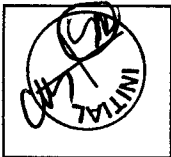
**Tax Parcel Number: 02-07-01-1-1-4190-00 and 02-07-01-1-1-4000-00.**

**Common Street Address: 266 Second Avenue, Stevenson, Washington.**

Approximately 99 square feet of office space in the building located on Parcels No. 02-07-01-1-1-4190-99 and No. 02-07-01-1-1-4000-00 commonly known as 266 Second Avenue, in the City of Stevenson, Washington; together with exclusive use of thirty (30) designated parking stalls, twenty-four (24) of which are covered, including parking designated for persons with disabilities per code, all situate on property legally described as: Lots 22, 23, and 24, Block 7, "Town of Stevenson," situated in the Northeast quarter of Section 1, Skamania County, Washington.

**USE**

3. The premises shall be used by the People for People for the following purpose(s):  
office space.



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**TERM**

4. TO HAVE AND TO HOLD the premises with their appurtenances for the term beginning November 1, 2014 and ending June 30, 2017.

4.1 It is mutually understood and agreed by and between the Sublessor and the Sublessee that this Sublease may be cancelled and terminated by either party provided that written notice of such cancellation and termination shall have been given at least one hundred twenty (120) days prior to the effective date thereof, in which event rent shall be prorated to the date of termination.

**RENTAL RATE**

5. The Sublessee shall pay the Sublessor for the premises rent at the following rate:

One Hundred Fifty Dollars and Eighty-nine Cents

\$150.89 per month

Payment shall be made on or before the last day of each month by submitting a properly executed state approved voucher from to Sublessor at the following address: RBC Region 3, 2121 S. State Street, Tacoma, Washington 98405.

**EXPENSES**

6. The Sublessor shall furnish as part of the rental consideration, the following: water, sewer, storm water, garbage collection, maintenance as described below, together with all utilities and services as normally required in the operation of an office building and including, but not limited to adequate heat, light, electricity, air-conditioning, elevator service, restroom facilities, and janitor service and supplies.

**MASTER LEASE**

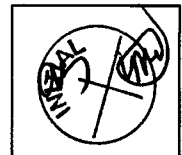
7. This Sublease is subject and subordinate to the Master Lease. Except as may be inconsistent with the terms hereof, all the terms, covenants and conditions contained in the Master Lease shall be applicable to this Sublease with the same force and effect as if Sublessor were the Lessor under the Master Lease and Sublessee were the Lessee thereunder; and in case of any breach hereof by Sublessee, Sublessor shall have all the rights against Sublessee as would be available to the Lessor against the Lessee under the Master Lease if such breach were by the Lessee thereunder. If the Master Lease terminates prior to the end of the Sublease term, the Sublease shall, if approved by the Master Lessor, continue to the end of the term of the Sublease, provided that if the Master Lease terminates the Sublessee shall attorn to the Master Lessor, who shall otherwise substitute for the Sublessor.

**LIMITATION**

8. Notwithstanding anything herein contained, the only services or rights to which Sublessee is entitled hereunder are those to which Sublessor is entitled under the Master Lease and that for all such services and rights Sublessee will look to the Lessor under the Master Lease.

**REPRESENTATION**

9. Sublessee represents that it has read and is familiar with the terms of the Master Lease which is attached as (Exhibit "A") and incorporated herein.



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**ENTIRE AGREEMENT**

10. All prior understandings and agreements between the parties are merged within this Sublease, which alone fully and completely sets forth the understanding of the parties; and this Sublease may not be changed or terminated orally or in any manner other than by written agreement. Any amendment or modification of this Sublease must be in writing and signed by both parties.

**INSURANCE**

11. Sublessee shall, at all times during the term of the Sublease, at its sole cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the Sublease at the Sublessor's discretion.

All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by Department of Social and Health Service's Risk Manager, or the Risk Manager for the State of Washington, before the contract is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

Sublessee shall maintain general liability (CGL) insurance, and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall have products-completed aggregate limit of at least two times the "each occurrence" limit.

CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contracts, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation on insureds (cross liability) condition.

All policies required under the Sublease shall include and maintain the following provisions and the Sublessor shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

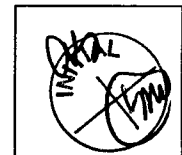
a. Sublessee is subject to 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the Sublessor shall be given ten (10) days advance notice of cancellation.

b. Sublessee subject to 48.15 RCW (Surplus lines): The Sublessor shall be given twenty (20) days advance notice of cancellation. If cancellation is due to non-payment of premium, the Sublessor shall be given 10 days advance notice of cancellation.

c. The Sublessor, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies.

d. All insurance provided in compliance with this sublease shall be primary as to any other insurance or self-insurance programs afforded to or maintained by Sublessor.

e. By requiring insurance herein, Sublessor does not represent that coverage and limits will be adequate to protect Sublessee, and such coverage and limits shall not limit Sublessee's liability under the indemnities and reimbursements granted to Sublessor in this Sublease.



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**INDEMNITY**

12. Sublessee shall neither do nor permit anything to be done which would cause the Master Lease to be terminated or forfeited by reason of any right of termination or forfeiture reserved or vested in the Lessor under the Master Lease, and Sublessee shall indemnify and hold Sublessor harmless from and against all claims of any kind whatsoever by reason of any breach or default on the part of Sublessee by reason of which the Master Lease may be terminated or forfeited.

**HOLD HARMLESS**

13. To the extent authorized by law, the Sublessee, its successors or assigns, will protect, save and hold harmless the Sublessor, its authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever arising out of or in connection with any acts or activities authorized by this Sublease. The Sublessee further agrees to defend the Sublessor, its agents, or employees, in any litigation, including the payment of any costs or attorneys' fees, for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Sublease. This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Sublessor or its authorized agents or employees; Provided, that if the claims or damages are caused by or result from the concurrent negligence of (a) the Sublessor, its agents or employees, and (b) the Sublessee, its agents or employees and involves actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Sublessee or Sublessee's agents or employees.

**MONTH TO MONTH TENANCY**

14. If Sublessee remains in possession of the premises after the expiration or termination of the Sublease term, or any extension thereof, such possession by Sublessee shall be deemed to be a month-to-month tenancy, terminable as provided by law. During such month-to-month tenancy, Sublessee shall pay all rent provided in this Sublease or such other rent as the parties mutually agree in writing and all provisions of this Sublease shall apply to the month-to-month tenancy, except those pertaining to term and option to extend

**NOTICES**

15. Wherever in this Sublease 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.

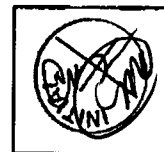
SUBLESSOR: State of Washington  
Department of Social and Health Services  
Acting through the Department of  
Enterprise Services  
Post Office Box 41468  
Olympia, Washington 98504-1468

SUBLESSEE: People for People  
Attention: Juliette Macias  
304 W. Lincoln Avenue  
Yakima, Washington 989024

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**CANCELLATION/SUPERSESSION**

16. This Sublease cancels, supersedes, or replaces DE1 13-0048, and all  
modifications thereto effective November 1, 2014.



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**CAPTIONS**

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

IN WITNESS WHEREOF, the parties subscribe their names.

**People for People**

By: *Madelyn Carlson*  
 Printed Name: MADelyn CARLSON  
 Title: CEO  
 Date: 6-24-15

**STATE OF WASHINGTON**

Department of Social and Health Services

Acting through the Department  
 of Enterprise Services

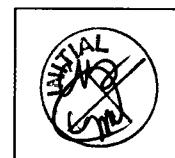
*John Nichols*  
 John Nichols, Acting Real Estate Manager  
 Real Estate Services *Seth Wallace*  
 Acting Assistant  
 Director  
 Date: 6/22/15

RECOMMENDED FOR APPROVAL:

*Seth Wallace*  
 Seth Wallace, Property and Acquisition Specialist  
 Real Estate Services  
 Date: 6/22/15

APPROVED AS TO FORM:

By: *MAA* W 331  
 Assistant Attorney General # 67407  
 Date: 6/19/15



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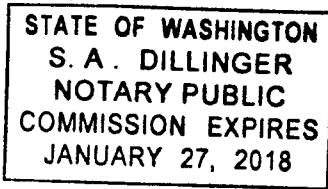
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STATE OF WA )  
County of Yakima ) ss.

On this 4th day of June, 2015 before me personally appeared Madeya Carlson and said person(s) acknowledged that she signed this instrument, and on oath stated that she was authorized to execute the instrument and acknowledged it as the CEO of People for people to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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

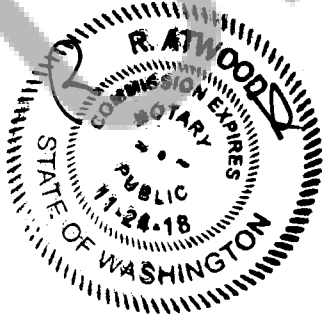


[Signature]  
Notary Public in and for the State of Washington,  
Residing at Yakima  
My commission expires 12/29/18

STATE OF WASHINGTON )  
County of Thurston ) ss.

I, the undersigned, a Notary Public, do hereby certify that on this 22nd day of June, 2015, personally appeared before me JOHN NICHOLS, Acting Real Estate, Manager, Real Estate Services, Department of Enterprise Services, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that he 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 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.



[Signature]  
Notary Public in and for the State of Washington,  
Residing at Thurston Co  
My commission expires 11-24-18

