

WASHINGTON COUNTY AUDITOR/RECORDER'S  
INDEXING FORM (Cover Sheet)



200607110046

Skagit County Auditor

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**RETURN ADDRESS:**

Employment Security Dept.  
Attn: April Dorris – Office Services  
P O Box 9046  
Olympia, WA 98507-9046

**Document Title(s)** or transactions contained herein:

1. Delegated State Rental Agreement SRA DEL 06-0014
- 2.
- 3.
- 4.

**Reference Number(s) of Documents assigned or released:** SRA DEL 06-0014  
(on each page of document(s))

**Lessor(s)** (Last name first, then first name and initials)

1. Employment Security Department
  - 2.
  - 3.
  - 4.
- ☐ Additional names on page 6 of document

**Lessee(s)** (Last name first, then first name and initials)

1. Northwest Services Council d/b/a Northwest WorkForce Development Council
  - 2.
  - 3.
  - 4.
- ☐ Additional names on page 6 of document.

**Legal Description** (abbreviated: i.e. lot, block, plat or section, township, range)

17-34-04

☐ Additional legal is on page      of document

**Assessor's Property Tax Parcel/Account Number**

340417-0-0S3-0106 P25681

☐ Additional legal is on page      of document

STATE OF WASHINGTON

AGENCY: EMPLOYMENT SECURITY DEPARTMENT

DELEGATED STATE RENTAL AGREEMENT

Effective 1/9/03

1. This RENTAL AGREEMENT is made and entered into between Northwest Services Council d/b/a Northwest Workforce Development Council whose address is P O Box 2009 Bellingham, WA 98227 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: 340417-0-083-0106 P 25681

Common Street Address: 2005 East College Way, Mount Vernon, WA 98273

Approximately 666 square feet of classroom space located on the second floor, Room #201, at the facility located at 2005 East College Way, Mount Vernon, WA 98273.

USE

3. The premises shall be used jointly by the Employment Security Department and Skagit Valley College for the following purpose(s): providing employment preparation services. Employment Security Department shall have use of the classroom one day per week (or 20%) and Skagit Valley College shall have use of the classroom four days per week (or 80%).



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**TERM**

4. This Rental Agreement, which **CANNOT EXCEED TWO YEARS**, shall be effective from January 13, 2006 through January 12, 2008.

**RENTAL RATE**

5. The Tenant shall pay rent to the Landlord for the premises at the following rate: **One Hundred Ninety Nine Dollars and 00/100\*\*\* (\$199.00)** 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 natural gas, electricity, elevator service, landscape and irrigation water, janitor service, carpet cleaning, office cleaning and trash removal.

**MAINTENANCE AND REPAIR**

7. The Landlord shall maintain the premises in good repair and tenantable condition during the continuance of this Rental Agreement, 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; 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 an architecturally barrier-free premises for people with disabilities, etc.).



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**TERMINATION**

8. This Rental Agreement may be terminated by either party giving written notice not less than ninety (90) days prior to the effective date of termination.

**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.



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**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 rented premises are destroyed or injured by fire, earthquake or other casualty so as to render the premises unfit for occupancy, and the Landlord 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 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. Any amendment or modification of this Agreement must be in writing and signed by both parties.

**HAZARDOUS SUBSTANCES**

16. 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. Any violation of this property would subject the owner or user to any damages, penalty.



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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**

17. 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**

18. All building systems controls which are time or date sensitive shall operate correctly with dates in the 20<sup>th</sup> or 21<sup>st</sup> 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**

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.



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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: Northwest WorkForce Development Council  
P O Box 2009  
Bellingham, WA 98227-2009

TENANT: Employment Security Department  
Office Services Branch  
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:  
Northwest WorkForce Development Council

By: [Signature]

Title: Executive Director

Date: 02/21/06

TENANT:  
State of Washington  
Employment Security Department

By: [Signature]  
Katherine Randall-Duffy

Title: Facilities Manager

Date: 3/13/06

APPROVED AS TO FORM:

By: APPROVAL ON FILE  
Assistant Attorney General  
Date: 11/25/06



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**CORPORATE JURAT:**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known to be the \_\_\_\_\_ of the corporation that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ was authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

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

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_



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**MULTI JURAT:**

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally appeared \_\_\_\_\_ and said person(s) acknowledged that \_\_\_\_\_ signed this instrument, and on oath stated that \_\_\_\_\_ was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ 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.

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_



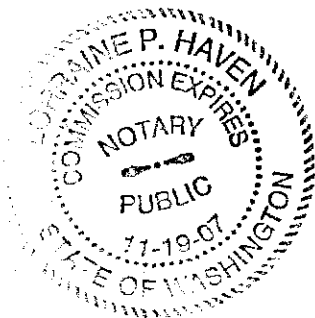
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INDIVIDUAL JURAT:

STATE OF WA )  
County of SKAGIT ) ss.

I, the undersigned, a Notary Public, do hereby certify that on this 2/5/7 day of FEBRUARY, 2006, personally appeared before me GAY DUBICK to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that SHE signed and sealed the same as HER 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.



Lorraine P. Haven  
Notary Public in and for the State of Washington,  
Residing at BURLINGTON WA  
My commission expires 11-19-07



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STATE OF WASHINGTON )  
 ) ss.  
County of Thurston )

I, the undersigned, a Notary Public, do hereby certify that on this 13<sup>th</sup> day of March 2006, personally appeared before me Katherine Randall-Duffy, 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~~he~~<sup>she</sup> 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~~he~~<sup>she</sup> 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

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