



202311160045

11/18/2023 03:09 PM Pages: 1 of 10 Fees: \$212.50
Skagit County Auditor

AFTER RECORDING RETURN TO:

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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 16 2023

Amount Paid \$
By Skagit Co. Treasurer Deputy

Sublease No. SSL 21-0097
Project No. 19-08-257

NOT AN ORIGINAL
-SCANNED COPY

(Mount Vernon) AVD/ams
Page 1 of 10
Date: March 22, 2022

SUBLEASE

This SUBLEASE, made and entered into by and between Northwest Services Council, DBA Northwest Workforce Council, a non-profit entity having a 501(c)(3) status, whose interest in subject property is that of Lessor, whose address is Post Office Box 2009, Bellingham, Washington 98227 for its successors, and assigns, hereinafter called the Sublessor, and the State of Washington, Department of Labor and Industries, acting through the Department of Enterprise Services (DES), in accordance with RCW 43.82.010., hereinafter called the Sublessee. Sublessor, entered into a lease with NW Family, LLC whose address is 1500 E. College Way, Suite 562, Mount Vernon, Washington 98273, as Lessor, dated July 1, 2021.

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;

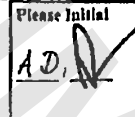
SUBLEASED PREMISES

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

Tax Parcel Number: 340417-0-083-0106 (P 25681)

Common Street Address: 2005 East College Way, Mount Vernon, Washington

Approximately 212 BOMA Rentable square feet of office space in the building located at 2005 East College Way, Mount Vernon, Washington legally described as follows: Lot 1, of Short Plat No. MV-11-80, approved November 21, 1980, recorded November 21, 1980, in Volume 5 of Short Plats, Page 6, under Auditor's File No. 8011210021, being a portion of Southeast 1/4 of the Northeast 1/4 of Section 17, Township 34 North, Range 4, East, W.M., Skagit County, Washington.



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MASTER LEASE

2. Lessor hereby approves this sublease and the following sublease provision: Sublessee is a governmental entity that cannot indemnify a private party, nor can it assume the debts of a private party. Therefore, notwithstanding any provisions to the contrary in the Lease between Lessor, NW Family, and Lessee, Lessor waives any requirement, expectation and claims against Sublessee to assume the financial obligations of Lessee or to indemnify Lessor as a condition of this sublease. Sublessee is expected to conform in compliance with the terms, covenants, conditions and agreements set forth in this sublease.

LESSOR NAME:

By: Steven ShumanPrinted Name: STEVEN SHUMAN**USE**

3. The premises shall be used by the Department of Labor and Industries and/or other state agencies for the following purpose(s): Office space. Office use includes associated office activities, such as trainings, conferences, retreats, open public meetings, health and wellness a activities, and office related parties and social events.

TERM

4. TO HAVE AND TO HOLD the premises with their appurtenances for the term beginning July 1, 2021 and ending June 30, 2026.

RENTAL RATE

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

Four Hundred Thirty-five Dollars and Forty-eight Cents\$435.48 per month

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

EXPENSES

6. During the term of this Sublease, Sublessor 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, exterior and interior window washing, landscape and irrigation water, and janitor service. Janitor service includes exterior and interior window washing, restroom supplies and light bulb replacement and such other items as set forth in Exhibit "J" which is attached hereto and incorporated by reference

MAINTENANCE AND REPAIR

7. The Sublessor shall maintain the premises in good repair and tenantable condition during the continuance of this Sublease, except in case of damage arising from the negligence of the Sublessee's clients, agents or employees. For the purposes of maintaining and repairing the premises, the Sublessor reserves the right at reasonable times upon reasonable notice to enter and inspect the premises and to make any necessary repairs to the building. Sublessor's maintenance and repair obligations shall include, but not be limited to, the mechanical, electrical, interior lighting (including

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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, including communications systems; 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.).

7.1 Sublessor shall as part of maintenance provide de-icing and snow and debris removal service. At a minimum, Sublessor shall treat or remove, before normal business hours and at other times as soon as practical thereafter, debris, snow and/or ice from the parking lot and all sidewalks and entrances. Without prior notice, Sublessor shall apply de-icer and/or sand as necessary to any sidewalks and entrances to avoid unsafe conditions; snow removal in parking lots to take place when an excess of 2 inches of snow occurs; provided, any icy or dangerous conditions must be addressed. This provision does not create any third parties beneficiary rights, including but not limited to rights in any member of the public or state employees, to enforce this provision, rely upon it, or to reference it in any legal action.

ASSIGNMENT/SUBLEASE

8. Except for sublet for use by other State agencies per section 2 (Use), the Sublessee may not assign this Sublease or sublet the premises without the prior written consent of the Sublessor, which consent shall not be unreasonably withheld or delayed. Sublessor shall respond to approve or disapprove a request for consent within thirty (30) days of receipt of the request. If such response is not received within thirty days, it will be considered approved and Sublessee will proceed with sub-sublease. Sublessee shall not permit the use of the premises by anyone other than the Sublessee, such assignee or sub-sublessee, and the employees, agents and servants of the Sublessee, assignee, or sub-sublessee.

PAYMENT

9. Any and all payments provided for herein when made to the Sublessor by the Sublessee shall release the Sublessee from any obligation therefore to any other party or assignee.

RENEWAL/CANCELLATION

10. The Sublease may, at the option of the Sublessee, be renegotiated for an additional five (5) years contingent upon renewal of the master lease.

10.1 It is provided that should funds be reduced or not be allocated, there is expressly reserved to the Sublessor the right and option to terminate its lease with the Lessor, thus terminating this Sublease. Sublessee has the right to renegotiate a lease directly with the Lessor. In the event that the Sublessor exercises its right of termination, written notice will be given to the Sublessee at least ninety (90) days prior to the date of termination in which event rent shall be prorated to the date of the termination.

ENTIRE AGREEMENT

11. 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.

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COMPLIANCE WITH STATE/FEDERAL LAWS

12. Sublessor is responsible for complying with all applicable provisions of the Americans With Disabilities Act of 1990 and all amendments and regulations thereto and the Washington State Law Against Discrimination, Chapter 49.60 RCW, as well as the regulations adopted thereunder, with respect to the subleased premises.

FIXTURES

13. The Sublessee, upon the written authorization of the Department of Enterprise Services, shall have the right during the existence of this Sublease with the written permission of the Sublessor (such permission shall not be unreasonably withheld), to make alterations, attach fixtures, and erect additions, structures or signs, in or upon the premises hereby subleased. Such alterations, fixtures, additions, structures and signs shall be authorized only by the Department of Enterprise Services. 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 Sublessee and may be removed therefrom by the Sublessee upon the termination of this sublease. Any damage caused by Sublessee's removal of any of the above items shall be repaired by the Sublessee. Any improvements that the Sublessee does not remove within 30 days after the termination of the Sublease shall become the property of the Sublessor, and the Sublessee shall have no responsibility to remove them, pay for removal, or repair any damage caused by their removal by another. This provision shall survive termination of the Sublease.

ALTERATIONS/IMPROVEMENTS

14. In the event the Sublessee requires alterations/improvements during the term of this Sublease, any renewals and/or modifications thereof, the Sublessor shall have the right to provide such services. If required by state law, the Sublessor shall pay prevailing rate of wage to all workers, laborers or mechanics employed to perform such work as well as comply with the rules and regulations of the Department of Labor & Industries. If the Sublessee considers Sublessor's proposed costs for alterations/ improvements excessive, Sublessee shall have the right, but not the obligation, to request and receive at least two independent bids; and the Sublessee shall have the right at its option to select one alternative contractor whom the Sublessor shall allow to provide such services for the Sublessee in compliance with the Sublessor's building standards and operation procedures.

PREVAILING WAGE

15. Sublessor agrees to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this Sublease 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 and the schedule of prevailing wage rates for the locality or localities where this Sublease will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this Sublease as though fully set forth herein.

DISASTER

16. In the event the subleased premises are destroyed or injured by fire, earthquake or other casualty so as to render the premises unfit for occupancy, and the Sublessor(s) neglects and/or refuses to restore said premises to their former condition, then the Sublessee may terminate this sublease 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 Sublessee 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.

Please Initial

A.D. [Signature]

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NO GUARANTEES

17. It is understood that no guarantees, express or implied, representations, promises or statements have been made by the Sublessee unless endorsed herein in writing. And it is further understood that this Sublease shall not be valid and binding upon the State of Washington, unless same has been approved by the Director of the Department of Enterprise Services 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 Sublease must be in writing and signed by both parties.

ENERGY CONSERVATION

18. Sublessor has conducted an energy walk-through survey of the subleased premises using the DES walk-through survey and energy consumption form. The survey is for the purpose of identifying improvements to maintenance and operating conditions and procedures that would conserve energy. The Sublessor shall provide DES with a copy of the completed walk-through form and as soon as practicable thereafter, implement identified improvements to energy conservation maintenance and operating procedures.

REIMBURSEMENT FOR DAMAGE TO PREMISES

19. The Sublessee hereby agrees to reimburse the Sublessor for damages caused by the negligence of its employees, clients and agents, but in no event shall this section be construed as diminishing the Sublessor's duty to make repairs as set forth in preceding sections of this sublease, or as making Sublessee responsible for the repair of normal wear and tear.

HAZARDOUS SUBSTANCES

20. Sublessor 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 subleased 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.

Sublessor shall indemnify and hold harmless the Sublessee 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 Sublessee.

CANCELLATION/SUPERSESSION

21. This Sublease cancels, supersedes, or replaces SSL 17-0060 dated June 14, 2017, and all modifications thereto effective July 1, 2021.

DUTY TO CURE

22. Upon receiving notice of a condition requiring a cure, the party obligated to effect the cure shall initiate and complete cure or repair of such condition within a reasonable time. A condition requiring cure includes, without limitation: (1) a condition for which the Sublease requires either party to undertake repair/ replacement and/or other maintenance of the Premises, (2) a condition where either has failed to maintain a service or utility account in good standing as required by the Sublease, and (3) any other condition resulting from a party's failure to carry out any obligation under the Sublease, including without limitation obligations for rent, charges, improvements, alterations, and/or deferred maintenance, and remediation of damages for which a party is responsible under the Sublease. Premises include all fixtures and equipment provided within the Premises by the Sublessor.

Please Initial
AD, [Signature]

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The term "reasonable time" as used within this section of the Sublease shall mean as soon as reasonably possible but no longer than thirty (30) days, unless either (1) an emergency condition exists requiring an immediate cure to promptly begin without delay, usually within hours and to be complete within 24 hours to the extent reasonably possible in light of the nature of the condition and circumstances, or (2) a non-emergency condition exists that is not reasonably possible to cure within 30 days with due diligence and the breaching party provides the level of cure or preparation for cure that is reasonably possible to do with due diligence within 30 days.

If an emergency or non-emergency condition exists that is not reasonably possible to completely cure within 24 hours or 30 days, respectively, the party obligated to cure shall so notify the other party within 24 hours or 30 days, respectively. Such notice shall explain why the cure is not reasonably possible with due diligence to complete within 24 hours (if an emergency) or 30 days (if a non-emergency) and provide the earliest date that the work can be completed as soon as reasonably possible. It is not a justifiable ground for delay that the party obligated to effect the cure does not have available funding to accomplish the cure or that a preferred contractor has limited availability if other contractors can satisfactorily perform the work sooner at reasonable cost.

The term "emergency condition" shall mean a condition requiring a cure that (i) prevents or substantially disrupts the Lessee from using all or a substantial part of the premises, or (ii) causes or substantially threatens to cause injury to persons or damage to property or raises a substantial danger to the health or safety of any persons on or using the premises.

Notice under the Duty to Cure may be by the means allowed in the Notice section, but in addition includes actual notice/awareness that Sublessor or Sublessee has of a condition independent of any such notice. In addition to the above, when an emergency condition exists, notice may be in-person, oral, email, telephone, or through other means that places the information before the Sublessor or Sublessee of which he or she would reasonably be expected to learn or notice.

SELF HELP

23. If the party obligated to effect the cure does not cure within the time required by this Sublease, the other party may cure all or part of the default after providing notice to the party obligated to effect the cure of its intent to perform such cure, and, if applicable, recover the costs incurred in curing the default. If the nonbreaching party is the Lessee, the Lessee may deduct all reasonable costs incurred from rent or other charges owed to Sublessor. If the nonbreaching party is the Sublessor, Sublessor will submit properly executed vouchers and proof of payment to Lessee and Lessee shall remit payment to Sublessor within thirty (30) days or as soon as is practicable. A party's costs incurred to cure include, but are not limited to, all reasonable out-of-pocket expenses, payment of unpaid utility or services charges for which the other party is responsible, and all administrative costs the non-breaching party reasonably incurs and documents in performing or arranging for performance of the cure.

The nonbreaching party is under no obligation to cure some or all of the default of the breaching party. To the extent that the nonbreaching party does not cure the default, the nonbreaching party may pursue its legal and contractual remedies against the breaching party. The nonbreaching party's failure to cure the breaching party's default does not waive the nonbreaching party's rights to relief. Nothing herein removes or lessens either party's obligation to mitigate damages.

If the Lessee elects to cure using self-help in part or whole, the Sublessor shall defend, save, and hold harmless the Sublessee, its authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever arising out of or in connection with such cure, except where RCW 4.24.115 is applicable and injuries and/or damages are caused by the sole negligence of the Sublessee, its agents, or employees. If RCW 4.24.115 is applicable and liability for damages arises out of bodily injury to persons or damages to property and is caused by or results from the concurrent negligence of the Sublessee, its agents, or employees, Sublessor's liability, including the duty and cost to defend, hereunder shall apply only to the extent of the negligence of Sublessor, its agents, or employees.

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A.D. ✓

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DEFAULT LEADING TO TERMINATION

24. If either party fails to initiate and complete cure of a condition requiring cure within a reasonable time after receiving notice of such condition, the nonbreaching party may initiate a default leading to termination of the Sublease by providing written notice to the breaching party of the continuing breach. If the breaching party does not complete the cure of the breach within 60 days after receiving such written notice initiating default leading to termination, the nonbreaching party may at such time, or at a later date if the cure has still not been completed, declare a termination by default by so notifying the breaching party. Cure of a condition after a valid notice of termination by default is provided, but before termination, shall void a valid notice of termination of the Sublease.

If a termination by default is declared or a court so orders, the date of termination shall be determined based on the earliest reasonable date that the Sublessee may move and relocate from premises or as agreed by the parties. The determination shall be made in light of available funding for the move, the date at which suitable replacement premises can be fully available, and the time reasonably needed to plan and complete the move.

CONDEMNATION

25. If all the premises or such portions of the Building as may be required for the reasonable use of the premises, are taken by eminent domain, this Sublease shall automatically terminate as of the date Sublessee is required to vacate the premises and all rentals shall be paid to that date. In case of a taking of a part of the premises, or a portion of the Building not required for the reasonable use of the premises, at Sublessee's determination, then the Sublease shall continue in full force and effect and the rental shall be equitably reduced based on the proportion by which the floor area of the premises is reduced, such rent reduction to be effective as of the date possession of such portion is delivered to the condemning authority. Sublessor reserves all rights to damages and awards in connection therewith, except Sublessee shall have the right to claim from the condemning authority the value of its leasehold interest and any relocation benefits.

MONTH TO MONTH TENANCY

26. 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.

SUBORDINATION

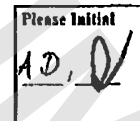
27. So long as Sublessor has fully performed under the terms of this Sublease, Sublessee agrees to execute, within ten (10) days of written request by Sublessor, the state's standard Tenant Estoppel and Subordination Agreements which have been approved as to form by the Office of the Attorney General. A \$400.00 processing fee will be assessed for processing these documents.

INTEGRATED DOCUMENT

28. This Lease and the exhibits hereto constitute the entire agreement between the parties with respect to the lease of Premises and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.

CAPTIONS

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



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INSURANCE

30. It is recognized that the State of Washington, including all its agencies and departments (which includes the Sublessee), is self-insured for all exposure to general liability and vehicle liability as provided in the Risk Management Act, Revised Code of Washington (RCW) 43.19.766. The Self-Insurance Liability Program provides first dollar coverage up to \$10 million per incident. The Self-Insurance Liability Program is continuous unless abolished by the Washington State Legislature. It is further recognized that the Tort Claims Act, RCW 4.92 et seq., provides the fundamental remedy for all liability claims against the state, its agencies and departments and/or the actions of its officers, employees and volunteers while engaged in the performance of their official duties. Such claims must be filed with the Office of Financial Management, Office of Risk Management for processing according to statute.

LEGAL RELATIONS

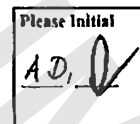
31. A state agency does not have authority to enter into a contract that agrees to hold another party harmless and to indemnify the other party for its loss. No party shall be liable for damage or claims which arise from or relate to the performance or non-performance of this agreement by any other party. Each party shall be responsible only for the negligent acts and omissions of its own officers, employees, and agents, and no party shall be considered the agent of the other.

NOTICES

32. Wherever in this Sublease written notices are to be given or made, except with respect to the Notice under Duty to Cure clause, the notices shall 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: Northwest Services Council,
dba Northwest Workforce Council
Post Office Box 2009
Bellingham, Washington 98227

SUBLESSEE: Department of Enterprise Services
Real Estate Services
1500 Jefferson Street S.E., 2nd Floor
Post Office Box 41468
Olympia, Washington 98504-1468

SSL 21-0097**Rest of page left intentionally blank**

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IN WITNESS WHEREOF, the parties subscribe their names.

Northwest Services Council
dba Northwest Workforce CouncilBy: Alex HoanideTitle: Deputy DirectorDate: 8-12-2022

STATE OF WASHINGTON

Department of Labor and IndustriesActing through the Department
of Enterprise ServicesSeth Wallace for
Seth Wallace, Assistant Director
Real Estate ServicesDate: 10-4-2022

RECOMMENDED FOR APPROVAL:

Amber DixonAmber Dixon, Property and Acquisition Specialist
Real Estate ServicesDate: 7/19/2022

APPROVED AS TO FORM:

By: Brin K. TTV

Assistant Attorney General

Date: 4 Oct 22

Please Initial

AD, M

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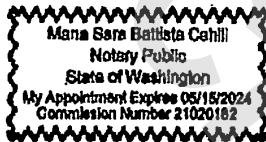
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STATE OF Washington)
 County of Whitman) ss.

On this 12th day of August, 2022 before me personally appeared Alex Kosmides and said person(s) acknowledged that HE signed this instrument, and on oath stated that HE was authorized to execute the instrument and acknowledged it as the Duty Director of NORTHWEST WASHINGTON COUNCIL 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.



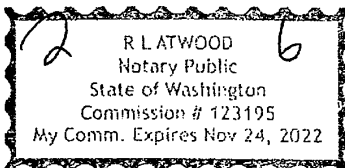
Maria Sara Battista Cahill
 Notary Public in and for the State of Washington,
 Residing at 5000 LINDEN TERRACE BLVD, WA 98250
 My commission expires 05/15/2024

STATE OF WASHINGTON)
 County of Thurston) ss.

Richard S. Bushnell

I, the undersigned, a Notary Public, do hereby certify that on this 1st day of October, 2022, personally appeared before me SETH WALLACE, 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.



R L LATWOOD
 Notary Public in and for the State of Washington,
 Residing at Hansen 44
 My commission expires 11-24-22

