

**OKANOGAN COUNTY COMMISSIONERS**

**RESOLUTION 98-2021**

*A resolution adopting a lease agreement between Economic Alliance and Okanogan County for lease of the County's Hancock building pursuant to RCW 36.34*

**WHEREAS**, Okanogan Board of County Commissioners (BOCC), in their best judgement, finds it desirable to lease the Hancock Building located at 238 Oak Street Okanogan WA; and

**WHEREAS**, notice of the BOCC's intent to lease the Hancock property was first published in the legal newspaper once per week for three weeks and posted at the county courthouse for the same amount of time. The notice provided the date, time and place that the BOCC will meet applicants on the courthouse steps for the purpose of leasing the property pursuant to RCW 36.34.160; and

**WHEREAS**, pursuant to RCW 36.34.180 no lease shall be for a longer term in any one instance than ten years, and no renewal of a lease once executed and delivered shall be had, except by a re-leasing and re-letting of the property according to the terms and conditions of this chapter. No lease shall be assigned without the assignment being first authorized by resolution of the board of county commissioners and the consent in writing of at least two members of the board endorsed on the lease. All leases when drawn shall contain this provision; and


**WHEREAS**, pursuant to RCW 36.34.150, one application, accompanied by a \$10 deposit, was submitted by the Economic Alliance to the BOCC on the date and at the time in the notice;

**NOW, THEREFORE, BE IT RESOLVED**, the Okanogan Board of County Commissioners hereby directs, authorizes and orders the attached 5- year lease agreement between Okanogan County and Economic Alliance for lease of the Hancock Building located at 238 Oak Street Okanogan.

**DATED** at Okanogan, Washington this 9<sup>th</sup> day of August, 2021.



**ATTEST:**

  
Laleña Johns, Clerk of the Board

**BOARD OF COUNTY COMMISSIONERS  
OKANOGAN, WASHINGTON**

  
Chris Branch, Chairman

  
Andy Hover, Member

  
Jim DeTro, Member

**OKANOGAN COUNTY COMMISSIONERS'  
AGREEMENT TO LEASE HANCOCK BUILDING TO  
ALLIANCE 2005 DBA ECONOMIC ALLIANCE**

This Lease agreement, hereinafter "Lease", is made and entered into August 9<sup>th</sup>, 2021 by and between Okanogan County, a political subdivision of the State of Washington, hereinafter "County", and Alliance 2005 dba Economic Alliance, hereinafter called "Lessee."

**RECITALS**

**WHEREAS**, Okanogan County owns the real property and improvements commonly known as the Hancock Building, hereinafter "HB", located at, Okanogan, Washington.

**WHEREAS**, Okanogan County and Lessee desire to enter into a formal lease agreement for rental of the main upper floor office space of the HB consisting of 1828 square feet of space located at 238 Oak St, Okanogan, WA. (Tax Parcel No. 1300010101)

**WHEREAS**, it is in Okanogan County's and the public's interest for Lessee to be allowed to lease the main upper floor office portion of the HB consisting of 1828 square feet of space located at 238 Oak St, Okanogan, WA.

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows.

**LEASE**

1. **PREMISES.** The County hereby leases to Lessee, upon the following terms and conditions, the HB located at, Okanogan, Washington, consisting of approximately square feet which has been termed as the old, and hereinafter referred to as the "Premises".
2. **TERM.** The term of this Lease shall be five (5) years, and shall begin on the 1st day of August 2021, and end on the last day of August, 2026. Okanogan County and Lessee may agree to extend the lease term for one (1) year periods by executing a written amendment hereto, and upon the same terms and conditions contained herein.
  - A. Termination Notwithstanding the foregoing, either party may terminate this Lease upon 60 days advance written notice to the other party, with or without cause.
3. **RENT.** Subject to the rent adjustment provisions set forth herein, Lessee shall pay to Okanogan County a total rent per month (calculated as 1828 sq. ft. at \$0.445 per square foot). Rent is due on or before the last working day of each and every month, for the following month or rental period. The Lessee may elect to pay in advance up to one (1) year. Okanogan County will invoice the Lessee one (1) month prior to the due date.
4. **RENT ADJUSTMENT.** Rental rates have been determined by Okanogan County Commissioners Resolution 82-2021 The rental rate identified by this lease may be adjusted if an amendment to resolution 82-2021 is approved by the Okanogan County Commissioners. Any such rental rate adjustment must be made no later than October 31 so that Lessee considers such rental adjustment in their budgeting process for the subsequent year. The adjusted rental amount shall become effective on January 1 of each year succeeding an

if an amendment to resolution 82-2021 is approved by the Okanogan County Commissioners. Any such rental rate adjustment must be made no later than October 31 so that Lessee considers such rental adjustment in their budgeting process for the subsequent year. The adjusted rental amount shall become effective on January 1 of each year succeeding an adjustment. Any such rental adjustment should be clarified by an amendment to this agreement signed by both parties.

5. **LATE PAYMENTS.** There will be a late collection charge of FIFTY DOLLARS (\$50.00) and interest imputed at the rate of one and one-half percent (1-1/2%) per month for any delinquent rental not delivered to Okanogan County within thirty (30) days of the due date.
6. **UTILITIES.** Okanogan County shall timely pay for all charges of all kinds for water, sewer, and garbage collection. Lessee shall timely pay for all charges of all kinds for electricity, phone, internet and all other utilities and expenses not paid by Okanogan County, as used by Lessee on said Premises so that the same shall not become a lien against the Premises.
7. **USE OF THE PREMISES.** The Lessee agrees that the HB may be used for professional business activities which are normal and customary to the objectives of their agency.
8. **MAINTENANCE.** Okanogan County shall throughout the term of this Lease without cost or expense to Lessee, keep and maintain the Premises and all improvements, landscaping, fixtures, and equipment which may now or hereafter exist thereon in good and safe repair. Upon the expiration or sooner termination of the Lease, Lessee shall forthwith return the same in as good a condition as existed at the commencement of occupancy (ordinary wear and tear excepted.)
  - A. The Lessee agrees to cover the cost of any damage as a result of lessee's negligence.
  - B. Lessee agrees to keep their leased portion of HB clean and clear of clutter and debris. The Lessee may determine whether professional janitorial services are necessary, at lessee's expense.
  - C. Lessee agrees to remove snow from entryways, as needed.
  - D. Any necessary maintenance issues will be reported promptly to Okanogan County for repair in a timely manner (in consideration of timelines associated with the County Maintenance Department, private contractors, etc.) to reduce impact to Lessee.
9. **IMPROVEMENTS AND ALTERATIONS.** Lessee shall make no permanent alterations or improvements to or upon the Premises, or install any fixtures (other than trade fixtures which can be removed without injury to the Premises) without first obtaining written approval from Okanogan County.
  - A. Unless otherwise stipulated in writing (email or other more formal documentation), all improvements or alterations erected or made on the Premises shall, upon expiration or earlier termination of this Lease, belong to Okanogan County without compensation to the Lessee.
10. **CONDITION OF PREMISES.** The Lessee has inspected and knows the condition of the premises and it is understood and agreed that the premises are leased on an "as is" and with all faults" basis without an obligation on the part of Okanogan County to make any changes, improvements, or to incur any expenses whatsoever for the maintenance or repair of the premises.

11. **CONSTRUCTION DEFECTS.** Okanogan County shall not be liable to the Lessee for claims or damages arising from any defect in the construction of or the present condition of the Premises, whether known or unknown, or for damage by storm, rain, or leakage or any other occurrence.
12. **INDEMNIFICATION.** The Lessee agrees to indemnify and hold Okanogan County harmless as provided herein to the maximum extent possible under law. Accordingly, the Lessee agrees for itself, its successors, and assigns, to defend, indemnify and hold harmless Okanogan County, its appointed and elected officials, and employees from and against liability for all claims, demands, and judgments, including costs of defense thereof for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Lessee's exercise of rights and privileges granted by this Lease, except to the extent of Okanogan County's sole negligence.
13. **ENTIRE AGREEMENT.** This agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them respecting the subject matter hereof. There are no other representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto or any of them, relating to the subject matter of this Agreement. No amendment of or supplement to this Agreement shall be valid or effective unless made in writing and executed by the parties hereto.
14. **SURRENDER OF PREMISES.** At the expiration or earlier termination of this Lease, Lessee shall promptly surrender possession of the Premises to Okanogan County, and shall deliver to Okanogan County all keys that it may have to any and all parts of the Premises.
15. **INSPECTION.** Okanogan County reserves the right to inspect the Premises at any and all reasonable times throughout the term of this Lease, provided that Okanogan County shall not interfere unduly with Lessee's operations. The right of inspection reserved to Okanogan County hereunder shall impose no obligation on Okanogan County to make inspections to ascertain the condition of the Premises, and shall impose no liability upon Okanogan County for failure to make such inspections.
16. **ASSIGNMENT OR SUBLEASE.** Lessee shall not assign or transfer this Lease without the written consent of Okanogan County. Lessee may not sublet any part of the Premises without the written consent of Okanogan County. Any agreement upon sublease shall require that any subtenant shall not violate any of the provisions of this Lease.
17. **AGREEMENT CONSTRUCTION.** The section headings throughout this Agreement are for convenience and reference only and the words contained in them shall not be held to expand, modify, amplify or aid in the interpretation, construction or meaning of this agreement. All parties hereto have reviewed this transaction and have participated in the drafting of this Agreement and accordingly hereby waive the general rule of construction that an agreement shall be construed against its drafter.

18. **ADDITIONAL DOCUMENTS.** Each party agrees to take such action and to execute, acknowledge and deliver any and all documents and instruments as may be reasonably requested by the other party in order to more effectively carry out the purpose of this Agreement.
19. **BINDING.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.
20. **APPLICABLE LAW AND VENUE.** This Agreement shall be construed and interpreted under the laws of the State of Washington. In any action arising out of this Agreement, proper venue shall be in Okanogan County, Washington State.
21. **SEVERABILITY.** If any term or provision of this Lease or the application of any term or provision to any person or circumstance is invalid or unenforceable, the remainder of this Lease, or the application of the term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and will continue in full force.

**DATED** at Okanogan, Washington this 9th day of August, 2021.

**BOARD OF COUNTY COMMISSIONERS  
OKANOGAN, WASHINGTON**



Chris Branch, Chairman



Andy Hover, Member



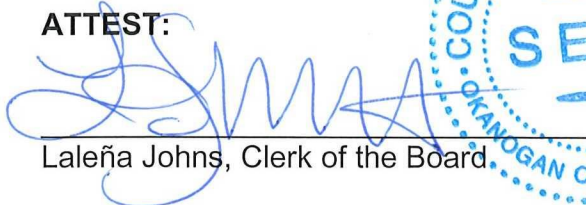
Jim DeTro, Member

**ALLIANCE 2005 DBA  
ECONOMIC ALLIANCE**



Roni Holder-Dieffenbach, Executive Director

**ATTEST:**



Laleña Johns, Clerk of the Board



**APPROVED TO FORM:**

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David Gecas, Chief Civil Deputy