



Diana Dupuis
Director

STATE OF WASHINGTON

WASHINGTON STATE PARKS AND RECREATION COMMISSION

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April 17, 2025

Item E-1: Headquarters' Lease

EXECUTIVE SUMMARY: This item asks the Washington State Parks and Recreation Commission to authorize a five-year lease for office, storage, and warehouse space located in the Department of Ecology building for Parks' headquarters relocation. This item advances the Commission's strategic goal: "Ensure effective, efficient services."

SIGNIFICANT BACKGROUND INFORMATION: State Parks headquarters is currently located at 1111 Israel Road SW in Tumwater. This is a leased facility of 47,000 square feet of office, storage, and warehouse space that Parks has occupied since November 1, 2008. This lease was a 15-year lease that ended November 30, 2023. After this date, the lease continued month-to-month with the same terms as the former lease agreement. Parks currently pays \$31.49 per square foot per year, or about \$1,500,000 annually for use of this space.

In early 2022, the Department of Enterprise Services (DES) and Office of Financial Management (OFM) identified that State Parks' paid a higher price per square foot compared to other state agencies. Additionally, with post-pandemic increases in telework, fewer staff were utilizing the building. Relocating Parks was the most efficient use of facility and funding resources.

Facility assessments calculated the space needed at 33,516 square feet, which is a 30% reduction in the agency's footprint. OFM and DES identified opportunities for facilities that would work for Parks' relocation. The Department of Ecology was quickly identified as a state-owned building that meets the space needs for Parks. The Ecology building is located at 300 Desmond Drive in Lacey. The distance between the current headquarters location in Tumwater and the new Ecology location in Lacey is 9.4 miles.

In June 2023 the collocation was formalized. The Department of Ecology quickly partnered with State Parks to determine the best location in the building and prepare the space. Ecology and State Parks worked closely with DES Real Estate Services

(DES-RES) to develop the floor plan and project plans. DES-RES delegated lease drafting and execution to State Parks and Department of Ecology. The lease rate for State Parks is the same as Ecology's rate to their own regions and programs in the building. This rate includes utilities, restroom supplies, and janitorial services. Expense reconciliation will occur at the end of each fiscal year to adjust to actual expenses incurred during the previous calendar year. The lease rate is still being finalized but should be close to the drafted estimate of \$13.15 per square foot, or about \$440,800 annually. This creates a total savings of about \$1,000,000 per year.

An additional rate can be charged for capital improvements, major repairs, and building enhancements that benefit users of the building (for example, replacing the roof). These costs will be estimated annually and prior notification will be provided to Parks for planning expense rate adjustments.

Parks will be in the west wing of the first floor, in a space accessible by key card and identified by the agency name and logo on the entrance. There will be a number of reservable workstations and drop-in spaces. Conference rooms are located within Parks' space, as well as Ecology's conference rooms can be reserved when needed. Parks will also have a designated space at the welcome center near the main front entrance and will continue to provide customer service.

RESTRICTIONS: Under Policy 25-07-1 Delegations of Authority for Real Estate Transactions & Service, staff do not have delegated authority from the Commission to enter into new leases, except to implement State Park projects or to continue current management activities or partnerships.

LEGAL AUTHORITY:

RCW 79A.05.030 – Powers and duties – Mandatory
RCW 79A.05.070 – Further Powers (9)

STAFF RECOMMENDATION: Staff recommends that the Commission delegate authority to the Director to execute a five year lease with the Department of Ecology for the State Parks Headquarters. A draft lease is shown in Appendix 1.

ACTION REQUESTED OF COMMISSION:

That the Washington State Parks and Recreation Commission

1. Authorize the Director or designee to enter into a lease agreement with the Washington State Department of Ecology that is substantially in the form of that in Appendix 1.

Author/Contact (s): Laura Holmes, Business Support Services
Laura.holmes@parks.wa.gov

Reviewer(s):

Brian Considine, Policy and Governmental Affairs Director

Van Church, Fiscal Impact Statement: The requested action will result in a significant reduction in annual leasing costs of roughly \$1,000,000. Future fiscal impacts may occur and will be determined when agreements with the Department of Ecology are finalized.

Chris Gourley, SEPA Review: Pursuant to WAC 197-11-704, staff have determined that this Commission agenda item is a report and therefore is not subject to State Environmental Policy Act (SEPA) review.

Andy Woo, Assistant Attorney General:

Approved for Transmittal to Commission



Diana Dupuis, Director

APPENDIX 1: ECOLOGY-PARKS LEASE (DRAFT)

Ecology-Parks Lease Number: -

Date: Month DD, YYY

LEASE

THIS LEASE is made and entered into between STATE OF WASHINGTON Department of Ecology, a governmental entity whose address is 300 Desmond Dr. SE, Lacey, Washington 98513, for its heirs, executors, administrators, successors, and assigns, hereinafter called the Lessor, through delegated authority from Washington State Department of Enterprise Services, and the STATE OF WASHINGTON, Washington State Parks and Recreation Commission, hereinafter called the Lessee.

WHEREAS, the Lessor and Lessee deem it to be in the best public interest to enter into this Lease;

WHEREAS, the Office of Financial Management (OFM) has directed and authorized the Lessee to relocate its headquarters to the space owned by the Lessor, in alignment with efforts to reduce leased space and promote efficient use of state-owned facilities;

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

LEASED PREMISES

The Lessor hereby leases to the Lessee the following described premises:

Tax Parcel Number: 11816130201

Common Street Address: 300 Desmond Dr. SE, Lacey, WA 98503

Approximately 22,013 square feet of office space, approximately 11,503 square feet of storage/utility space, and commons spaces that the lessor and lessee will share, all legally described herein.

USE

1 The premises shall be used by the Lessee for the following purpose(s): Office, storage, and warehouse space. Office use includes activities customarily associated with office environments, such as administrative tasks, meetings, trainings, conferences, employee retreats, open public meetings, health and wellness programs, and office-related social events, including but not limited to celebrations, team-building activities, and holiday gatherings.

TERM

2 TO HAVE AND TO HOLD the premises with their appurtenances for the term beginning March 1, 2025, and ending April 30, 2030.

EXPENSE AND CAPITAL IMPROVEMENT AND MAJOR REPAIRS RATES

3 The Lessee shall pay their pro-rational share of property expenses to the Lessor for the premises at the following rates:

Expense Rate:

Twenty Seven Thousand Seven Hundred Twenty Four

\$27,724.00 per month

Capital Improvements and Major Repairs Rate:

Eight Thousand Seven Hundred Ninety Seven

\$8,797.00.00 per month

Total:

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

3.1 Expense cost shall be prorated to the actual date of occupancy if a period of cost is not a complete month.

3.2 The base year of expenses will be 2024 (January 1, 2024 to December 31, 2024). If expenses increase or decrease over a two-year time period, the expense reimbursement provided in this agreement will be adjusted accordingly and memorialized through an amendment mutually agreed upon by Lessor and Lessee.

3.3 Expense Rate: The Expense Rate is calculated by dividing the Lessor's total annual expenditures for the building by the Lessee's proportionate square footage. These expenditures include all costs described in the Expense and Maintenance and Repair sections of this lease.

3.4 Capital Improvements and Major Repairs Rate: The Capital Improvements and Major Repairs Rate covers significant upgrades and repairs to building systems and infrastructure. This may include, but is not limited to, modernization or replacement of mechanical, electrical, plumbing, and HVAC systems, as well as structural repairs or enhancements to the building envelope, roof, parking areas, or common spaces. The rate is based on an estimated annual cost. If it becomes apparent that actual expenses will exceed the estimate, the Lessor will notify the Lessee as soon as possible. Additionally, the Lessor will make reasonable efforts to inform the Lessee of planned capital improvements or major repairs by April of the year prior to project commencement, allowing the Lessee time to plan for potential expense rate adjustments.

3.5 C.

EXPENSES

4 During the term of this Lease, Lessor shall pay all real estate taxes, all property assessments, insurance, certificate(s) of participation (COP), exterior and interior window washing, landscape and irrigation water, and maintenance, and repair, as described below, together with natural gas, electricity, stormwater, water, sewer, garbage collection, recycling, security, janitorial services, restroom supplies and light bulb replacement.

Lessor shall provide Lessee with a reconciliation of expenses three (3) months prior to the end of each fiscal year, based on actual expenses incurred during the previous calendar year. If actual expenses for the previous calendar year are lower than the projected annual expenses used to determine the monthly rate, Lessor shall issue a credit to Lessee. If actual expenses exceed the projected annual expenses, Lessor shall issue an updated invoice reflecting the difference, which Lessee shall pay within sixty (60) days of receipt

MAINTENANCE AND REPAIR

5 The Lessor shall maintain the premises in good repair and tenantable condition during the continuance of this Lease, except in case of damage arising from the negligence of the Lessee's agents or employees. For the purposes of maintaining and repairing the premises, the Lessor reserves the right at reasonable times upon reasonable notice to enter and inspect the premises and to make any necessary repairs to the building. Lessor's maintenance and repair obligations shall include, but not be limited to, the mechanical, electrical, interior lighting (including replacement of ballasts, starters, fluorescent tubes, light bulbs, LED fixtures and lighting elements, as required), plumbing, heating, ventilating and air-conditioning systems (including replacement of filters as recommended in equipment service manual or higher quality); floor coverings; window coverings; 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.).

5.1 Lessor shall provide a reasonable program for the control of infestation of insects, rodents, and other pests on the Premises.

5.2 Should Lessor fail to maintain the Premises in good condition and repair, Lessee shall give Lessor written notice to take corrective action. If corrective action is not taken within 30 working days, Lessee shall make arrangements for the maintenance or repairs and bill the lessor, and Lessor shall reimburse Lessee for these costs.

5.3 Lessee shall coordinate any maintenance issues with the Lessor Facilities Manager or assignee..

5.4 Lessor shall as part of maintenance provide de-icing and snow removal service. At a minimum, Lessor shall treat or remove snow and/or ice from priority roads, parking lot and all sidewalks and entrances. Without prior notice, Lessor shall apply de-icer and/or sand as necessary to any sidewalks and entrances to avoid unsafe conditions; snow removal in parking lots shall take place when 1-4 inches or more of snow occurs; provided, any icy or dangerous conditions must be addressed first. This provision does not create any third-party 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

6 The Lessee may not assign this Lease or sublet the premises without the prior written consent of the Lessor, which consent shall not be unreasonably withheld or delayed. Lessor shall respond to approve or disapprove a request for consent within thirty (30) days of receipt of the request. Lessee shall not permit the use of the premises by anyone other than the Lessee, such assignee or sublessee, and the employees, agents and servants of the Lessee, assignee, or sublessee.

RENEWAL/CANCELLATION

7 As authorized by the Washington State Department of Enterprise Services, Lessee shall have the option to renew this lease for up to three (3) additional terms of five (5) years each, under the same terms and conditions, except for adjustments to rent or other terms as agreed upon in writing by both parties prior to the commencement of each renewal term

PAYMENT

8 Any and all payments provided for herein when made to the Lessor by the Lessee shall release the Lessee from any obligation therefore to any other party or assignee.

COMPLIANCE WITH STATE/FEDERAL LAWS

9 Lessor 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 Leased Premises.

FIXTURES

10 Subject to prior written approval and any conditions by Lessor, which approval shall not be unreasonably withheld, Lessee shall have the right to install in the agreed occupied area only. such equipment as is customarily used in the type of business conducted by Lessee from the Premises; provided, however, that such equipment and fixtures shall be compatible with the original building specifications and shall not in any way diminish or alter building features that contribute to the building's LEED Certification. Upon vacating the Premises, Lessee, at its sole cost and expense, shall remove all such equipment and property from the Premises and restore the Premises to their prior condition, unless Lessor has provided written approval authorizing such fixtures to remain. Lessee shall complete said removal by the date of termination unless the parties otherwise agree in writing.

10.1 For any installations that impact the building's structure, systems, or finishes—such as the installation of whiteboards—the Lessee must request that the Lessor perform the installation. The Lessor will provide a cost estimate for the work. If the Lessee does not agree to the proposed cost, the Lessee may choose to engage another vendor, provided the alternate vendor and installation plans are approved in advance by the Lessor.

ALTERATIONS/IMPROVEMENTS

11 During the Term of this Lease, the Lessee shall not make any alterations or install improvements in the Leased Premises (the "Alterations") without the prior written approval of the Lessor. The Lessor may, at its sole discretion, approve or deny such requests.

11.1 The Lessee shall submit plans and specifications for any desired alterations or improvements to the Lessor, specifically addressed to Ecology's Lacey Facilities Manager. Upon receipt of the plans, the Lessor will determine whether the project will be managed by the Lessor or the Lessee. All costs associated with the project, including design, permitting, construction, and any related fees, will be the responsibility of the Lessee. The Lessor will charge an appropriate project management fee for any oversight or involvement in the project.

11.2 Said alterations shall be limited by the building's utility systems' capacity, its structural capability, and compliance with LEED requirements, and shall also be limited to appropriate and prudent uses and occupancy as reasonably determined by Lessor. The Lessor shall have the first right to provide such services.

11.3 At Lessor's option, Lessee shall remove said alterations upon expiration or earlier termination of this Lease, at Lessee's sole cost and expense.

11.4 In providing said alterations, Lessee agrees to comply with all applicable local, state, and federal regulations including but not limited to, compliance with building codes, public works requirements and obtaining appropriate permits and inspections.

PREVAILING WAGE

12 Lessor and Lessee agrees to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this Lease 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 Lease will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this Lease as though fully set forth herein.

12.1 Pursuant to RCW 39.04.260, the prevailing rate of wage is statutorily required to be paid to workers on the project for all work, construction, alteration, repair, or improvement, other than ordinary maintenance, that the state causes to be performed by a private party through a contract to lease at least 50% of the project by a state agency. Lessor and Lessee acknowledges and agrees that a contract to lease is only created by this mutually acceptable written Lease, and any written amendments thereto, being executed by Lessor, and approved as to form by the Office of the Attorney General.

DISASTER

13 Lessor reserves the right to limit Lessee's access to the Leased Premises during natural disasters, fire, or other emergencies as necessary for Lessee's health and safety and will consult with Lessee about any biohazard risks. In the event that the Leased Premises are destroyed or injured by fire, earthquake or other casualty so as to render the Leased Premises unfit for occupancy, and the Lessor neglects and/or refuses to restore said Leased Premises to their former condition, then the Lessee may terminate this Lease and shall be reimbursed for any unearned expenses that has been paid. In the event said Leased Premises are partially destroyed by any of the aforesaid means, the expenses herein agreed to be paid shall be abated from the time of occurrence of such destruction or injury until the Leased Premises are again restored to their former condition, and any expenses paid by the Lessee during the period of abatement shall be credited upon the next installment(s) of expenses to be paid. It is understood that the terms "abated" and "abatement" mean a prorata reduction of area unsuitable for occupancy due to casualty loss in relation to the total area of the Leased Premises.

AMENDMENTS OR MODIFICATIONS

14 This Agreement may not be amended or modified except by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

ENERGY CONSERVATION

15 Lessee agrees to participate in all energy conservation actions and LEED requirements necessary to maintain the LEED certifications throughout the term of this lease.

REIMBURSEMENT FOR DAMAGE TO PREMISES

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

HAZARDOUS SUBSTANCES

17 The Lessor, as part of its business operations, performs environmental cleanup of hazardous and toxic waste. Any toxic or hazardous materials temporarily stored on the premises are contained within secure, well-marked locations, accessible only to trained and authorized individuals. These materials are managed in alignment with applicable local, state, and federal requirements, with ongoing efforts to ensure continued compliance. The Lessor further warrants, to the best of their knowledge, that no hazardous substances, toxic waste, or other toxic materials are present on the premises outside of these designated secure locations.

17.1 The Lessee shall not store, handle, or dispose of hazardous or toxic waste on the premises. For the purposes of this lease, hazardous or toxic waste is defined as any material classified as such under applicable federal, state, or local laws and regulations. This restriction applies to all areas within the leased premises, including office, storage, and common spaces. Any exception to this provision must be requested in writing by the Lessee and approved by the Lessor, subject to compliance with all applicable laws and regulations.

ADDITIONAL LEASE PROVISIONS

18 **COMPLIANCE WITH LESSOR FACILITIES AND OPERATIONS POLICIES.** The Lessee shall comply with all official policies of the Department of Ecology (the Lessor) that pertain to the leased premises and its operations. These include, but are not limited to, policies related to facilities management, security, energy use, building access and use, fleet management, emergency management, and safety. The Lessor shall ensure that the Lessee has continuous access to these policies through electronic or other readily accessible means and will notify the Lessee of any updates or changes. The Lessee is not required to adhere to any Ecology policies outside the scope of facilities, operations, or the management of the leased premises.

19 **FIREARMS AND WEAPONS:** The Lessee agrees that all Parks staff shall adhere to Parks' internal policies regarding the carrying, storage, and use of firearms or other weapons while on the premises. To the extent reasonably practicable, the Lessee shall limit the presence of firearms or other weapons in common spaces shared with Lessor staff and visitors. The Lessee shall provide guidance to its staff to ensure compliance with these provisions and to promote a safe and respectful environment for all building occupants.

19.1 **SPACE ALLOCATION REQUIREMENTS:** By May 1 of each even-numbered year, the Lessee shall notify the Lessor of any changes to its space allocation requirements for the upcoming biennium, as mandated by the Office of Financial Management (OFM) or federal legislation. The Lessor and Lessee agree to cooperate, to the extent reasonably practicable, to implement such changes where possible.

19.2 **ACCEPTANCE OF PREMISES.** By the act of moving into the leased premises, the Lessee acknowledges and agrees that the Premises have been constructed in accordance with the approved construction drawing specifications. Furthermore, the Lessor and Lessee commit to continuing to work in good faith to address operational needs and meet any necessary ISO accreditation requirement.

DISPUTES

20 In the event a dispute arises, the Parties shall attempt to resolve any such dispute as expeditiously as possible and, in so doing, shall cooperate fully and in good faith. Accordingly, in the event of such dispute, each party shall notify the other party's Administrative Services Director in writing and specify the nature of the dispute; the party's position regarding the dispute; prior efforts to resolve the dispute; and their preferred dispute resolution outcome. If, within ninety (90) days, the Parties' Administrative Services Directors are not able to resolve the dispute, they shall cooperate to prepare a memorandum regarding the same and, within five (5) business days, forward the same to the Lessor's Director's Office and the Lessee's Director's Office for resolution. The Directors of Lessor and

Lessee shall attempt to resolve any such dispute efficiently and as expeditiously as possible. In the event that the Directors are not able to resolve the dispute within five (5) business days, parties may agree to resolve the dispute through a mutually agreeable alternative dispute resolution process including the Governor's process (RCW 43.17.320 – .340), provided, however, that such resolution is agreed to be final and binding. In no event shall the Parties resolve disputes between the Parties in court.

CONDEMNATION

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

MONTH TO MONTH TENANCY

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

ACCESS AND SECURITY

23 LESSOR ACCESS. Except for access to Lessee's designated high security areas, which access shall be coordinated and scheduled with reasonable notice in advance between Lessor and Lessee, Lessor reserves the right, at reasonable times, to enter and inspect the Premises and to make any necessary repairs.

23.1 LESSEE HIGH SECURITY AREAS. Lessee shall coordinate with Lessor to identify and designate Lessee's high security areas, if any, within the Premises. To the extent practicable, the Parties shall cooperate to keep such areas secure and minimize unscheduled access. In addition, to the extent practicable, in the event of disaster or other event that substantially interferes with Lessee's high security areas, the Parties shall cooperate to facilitate Lessor's access to such areas and relocation of the materials therein by Lessee.

23.2 EMERGENCY OR CRITICAL ACCESS TO PREMISES. Notwithstanding the provisions of Sections 22 and 22.1, the Lessor shall have the right to access the Premises, including Lessee's designated high-security areas, without prior notice in the event of an emergency or when the Lessor's business operations are disrupted, and the only means to restore them is located within the Lessee's area. Additionally, the Lessor may access the Premises immediately if there is a risk of significant damage to the facility or its systems that requires prompt action. The Lessor shall use reasonable efforts to notify the Lessee as soon as practicable before or after such access and shall limit its actions to those necessary to address the emergency, restore operations, or prevent damage

23.3 LESSEE COMPLIANCE WITH SECURITY PROTOCOLS. The Lessee shall ensure that its leased premises comply with all of the Lessor's security protocols and policies. This includes, but is not limited to, ensuring that all access doors to the leased premises remain closed and secure, requiring each staff member to use their individually assigned key card for building access, and ensuring all guests and vendors check in at the Lessor's designated front desk upon arrival. The Lessee further authorizes the Lessor's security personnel to perform regular security rounds within the Lessee's leased premises to ensure compliance with security policies and to maintain the overall safety and integrity of the facility.

23.4 JANITORIAL SERVICES AND VENDOR SCHEDULES: The Lessor shall provide the Lessee with the schedule of janitorial services and other vendors who perform regular maintenance and services within the facility. The Lessee shall ensure that these vendors have appropriate access to the leased premises as necessary to perform their duties. The Lessee must promptly communicate any issues related to vendor activities to the Lessor. The Lessor reserves the right to update the schedule as needed and will communicate any changes to the Lessee in a timely manner.

23.5 MODIFICATIONS TO LOCKS AND ACCESS SYSTEMS. The Lessee shall not install, change, or add any locks, physical keys, or key card access systems within the leased premises without the prior written approval of the Lessor. Any approved modifications must be coordinated with the Lessor to ensure compatibility with the facility's existing security systems and policies. All costs associated with such modifications shall be the responsibility of the Lessee.

23.6 NON-STANDARD BUSSINESS HOURS ACCESS: The premise shall have adequate lighting and heating in all areas occupied by Lessee during non-standard business hours.

23.7 UNASSIGNED SPACE. Lessee shall not have access to unassigned areas of the Premises.

ASSUMPTION OF RISK

24 Lessee assumes sole responsibility and all risks of personal injury or property damage to itself and its employees, volunteers, agents, clients, vendors, contractors, licensees, and guests caused by Lessee's use and occupancy of the Premises. Lessee shall pay for all damage to Lessor's property resulting directly or indirectly from its acts or omissions, even if not attributable to negligence by Lessee or its agents.

REIMBURSEMENT FOR DAMAGE TO PREMISES

25 VACATING THE PREMISES. Upon vacating the Premises, Lessee shall leave the Premises in as good order, condition, and repair as same was entered upon, subject to normal wear. Lessee shall participate with Lessor in joint inspections of the Premises by Lessor: pre-move-out inspection, within 5 days prior to the Lessee vacating the Premises; post-move-out inspection on the day of vacation or such other mutually agreed time. Lessee shall return to Lessor all keys, key cards, and other access devices and remove all phone and data wiring installed by Lessee, unless Lessor agrees otherwise in writing.

CAPTIONS

26 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.

INTEGRATED DOCUMENT

27 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.

NOTICES

28 Wherever in this Lease written notices are to be given or made, except for alternative means of notice, the notices shall sent by certified mail to the address listed below unless a different address shall be designated in writing and delivered to the other party.

LESSOR: Department of Ecology
Administrative Services Director
300 Desmond Dr. SE
Lacey, WA 98503

LESSEE: Parks and Recreation Commission
Business Support Services Director
300 Desmond Dr. SE
Lacey, WA 98503

EXHIBITS

29 The following exhibits described herein and attached hereto, are fully incorporated into this Lease by this reference:

- a) Exhibit A: Map of leased space

IN WITNESS WHEREOF, the parties subscribe their names.

STATE OF WASHINGTON

STATE OF WASHINGTON

Department of Ecology

Parks and Recreation Commission

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

RECOMMENDED FOR APPROVAL:

Date: _____

APPROVED AS TO FORM:

By: _____

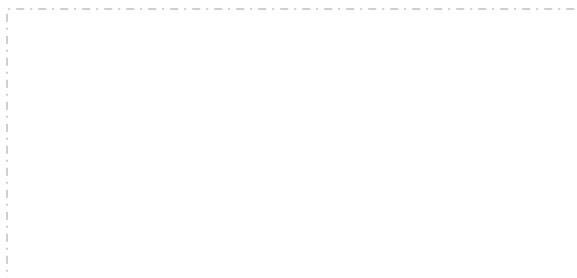
Assistant Attorney General

Date: _____

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 _____

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 _____

EXHIBIT A: MAP OF LEASED SPACE
Areas in color are assigned to State Parks.

First Floor: Office Workspace

