

AMENDMENT NO. 1
STATE OF WASHINGTON
AGENCY: South Puget Sound Community College
DELEGATED STATE RENTAL AGREEMENT

THIS AMENDMENT is effective as of the date of the last authorizing signature affixed hereto by and between the **CITY OF OLYMPIA**, a Washington municipal corporation (the “Landlord”), and the **STATE OF WASHINGTON, SOUTH PUGET SOUND COMMUNITY COLLEGE**, acting under a delegation of authority from the Department of Enterprise Services or its successor Washington state government entity, in accordance with RCW 43.82.010 (the “Tenant”).

RECITALS

1. On June 10, 2020 the Landlord and the Tenant entered into a Delegated State Rental Agreement (“Rental Agreement”) for real property at 112 4th Ave W, Olympia, WA for a workforce development and education program associated with culinary/catering and craft brewing and distilling, as well as a location to showcase the College’s fine arts programs.
2. The term of the Rental Agreement was to run for one year until June 10, 2021.
3. The Rental Agreement also provided that its terms could be “extended for additional one-year terms upon mutual written agreement” of the Landlord and the Tenant, and that modification of its terms need to be in writing and signed by both parties.
4. The Landlord and the Tenant desire to amend the Rental Agreement to extend the term for one year.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Section 4 of the Rental Agreement, TERM, is hereby amended to read as follows:
 4. This Rental Agreement shall be effective for a period of one-year from the date of last signature to the Amendment No. 1 below. This Rental Agreement may be extended for additional one-year terms upon mutual written agreement.
2. Section 21 of the Rental Agreement, COUNTERPARTS, is hereby added to read as follows:

21. This Rental Agreement may be executed in a number of identical counterparts which, taken together, constitute collectively one Rental Agreement; but in making proof of this Rental Agreement, it is not necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Rental Agreement may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature or an electronically scanned signature, or an electronic or digital signature, where permitted by law, must be deemed to be an original signature for all purposes. All executed counterparts of this Rental Agreement are originals, but all such counterparts, when taken together, constitute one and the same Rental Agreement.

3. All remaining provisions of the Delegated State Rental Agreement dated June 10, 2020 and not here amended or supplemented shall remain as written in said Rental Agreement and shall continue in full force and effect.

IN WITNESS WHEREOF, the Landlord and the Tenant have executed this **Amendment No. 1** of the Rental Agreement as of the date and year written above.

LANDLORD – CITY OF OLYMPIA

I hereby declare under penalty of perjury pursuant to the laws of the State of Washington that I have read the foregoing Rental Agreement, I am authorized to execute the same, I know the contents thereof, and I sign the same as my free act and deed.

Steven J. Burney, City Manager
jburney@ci.olympia.wa.us

Date

APPROVED AS TO FORM:



Annaliese Harksen, Deputy City Attorney

TENANT – STATE OF WASHINGTON, SPSCC

I hereby declare under penalty of perjury pursuant to the laws of the State of Washington that I have read the foregoing Rental Agreement, I am authorized to execute the same, I know the contents thereof, and I sign the same as my free act and deed.

Al Brown
Al Brown, VP Administrative Services
abrown@spscc.edu

05/20/2021
Date