

After Recording Return To:
Snohomish County Property Management
3000 Rockefeller Avenue M/S #404
Everett, WA 98201

LEASE – BEHAVIORAL HEALTH INPATIENT TREATMENT CENTER
902 Pine Street
Everett, WA 98201-1101

This Lease is made this 3rd day of May, 2021, between Snohomish County, a political subdivision of the State of Washington, hereinafter referred to as the “County”, and Pioneer Human Services, a Washington public benefit corporation, hereinafter referred to as “Pioneer.”

1. **PREMISES.** County does hereby lease to Pioneer, and Pioneer does hereby lease from County, a 19,400 square feet behavioral health facility as depicted on **Exhibit A (the “Premises”)** located within a building commonly known as the Denney Juvenile Justice Center (**the “Building”**), which is located on County-owned real property at 2801 – 10th Street, Everett, Washington (**the “Property”**). The property address for the Premises is 902 Pine Street in Everett, Washington 98201. The Property is legally described as:

Account Number: A portion of 29051700102000

**SECTION 17, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M. DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE
NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 29
NORTH, RANGE 5 EAST, W.M. THENCE ON A BEARING NORTH 98°19’08” EAST 191.07
FEET, THENCE SOUTH 230 FEET, THENCE SOUTH 98°19’08” WEST 191.07 FEET, THENCE
NORTH 230 FEET TO THE TRUE POINT OF BEGINNING.**

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

In addition to the Premises, this Lease includes a grant of license for use of parking spaces as described in Section 32 below.

2. **TERM.** The term of this Lease shall commence on **July 1, 2021** and end at midnight **December 31, 2030.**

If the term of this Lease extends beyond the current fiscal year of Pioneer, the obligations of Pioneer in succeeding fiscal years are contingent upon receipt by Pioneer of State or Federal funds for the purpose set out in Section 4 below in accordance with law. If State or Federal funds for such purpose in accordance with law are not negotiated successfully with Medicaid Managed Care Organizations, then Pioneer will have the option to terminate this lease without penalty or further obligation to the County and will provide the County with 180 days advance written notice of its need to terminate this Lease.

If the term of this Lease extends beyond the current County fiscal year, the obligations of the County in succeeding fiscal years are contingent upon legislative appropriation for the specific purpose of funding this Lease in accordance with law. In the event funds are not so appropriated, the County may terminate this

Lease without penalty or further obligation and will provide Pioneer with 30 days advance written notice of its need to terminate this Lease.

3. LEASE RENT AND LEASEHOLD TAX. Pioneer leases said Premises for said term and agrees to pay a monthly gross lease rent in addition to payment of the leasehold excise tax payment on or before the first business day of each month as shown below. Leasehold excise tax will only be due and payable if Pioneer is unable to receive a leasehold excise tax exemption.

Term	Total Gross Monthly Lease Rent and Leasehold Tax	Gross Monthly Lease Rent	Monthly Leasehold Tax
July 1, 2021 – December 31, 2021	\$23,040.24	\$20,418.50	\$2,621.74
January 1, 2022 – December 31, 2022	\$23,040.24	\$20,418.50	\$2,621.74
January 1, 2023 – December 31, 2023	\$23,040.24	\$20,418.50	\$2,621.74
January 1, 2024 – December 31, 2024	\$23,040.24	\$20,418.50	\$2,621.74
January 1, 2025 – December 31, 2025	\$23,040.24	\$20,418.50	\$2,621.74
January 1, 2026 – December 31, 2026	\$23,731.45	\$21,031.06	\$2,700.39
January 1, 2027 – December 31, 2027	\$23,731.45	\$21,031.06	\$2,700.39
January 1, 2028 – December 31, 2028	\$23,731.45	\$21,031.06	\$2,700.39
January 1, 2029 – December 31, 2029	\$23,731.45	\$21,031.06	\$2,700.39
January 1, 2030 – December 31, 2030	\$23,731.45	\$21,031.06	\$2,700.39

***The Monthly Leasehold Tax is subject to change during the term of this Lease based upon rates established by the Washington State Department of Revenue. The County shall notify Pioneer in writing if Washington State Department of Revenue implements any change in the leasehold tax rate.**

The total monthly payment will be sent to the following address or such other place as the County may from time to time designate in writing:

**Snohomish County Facilities Management
Attention: Property Officer
3000 Rockefeller Avenue M/S 404
Everett, WA 98201**

If any payment is, at any time, fifteen (15) or more days past due, Pioneer will be charged a one-time late charge equal to a total of five (5) percent of the monthly payment past due.

4. USE. Pioneer will use and occupy the Premises to operate a mental health and/or substance use disorder inpatient treatment center for adults with alcohol and other drug addictions. County warrants the Premises as structurally fit for this purpose.

Pioneer agrees that in the operation of the business to be conducted on said Premises, the management of the facility and in any occupancy thereof, Pioneer must comply with chapter 246-341 WAC regarding residential substance use disorder treatment services and comply with all the laws, rules and regulations of the governments of the United States, State of Washington, Snohomish County and the City in which the Premises are located.

Pioneer agrees not to use any machinery or equipment on the Premises that might be injurious to the Building or that might cause noise or vibration that would be objectionable to neighboring occupants. Pioneer will be allowed within reasonable limits, to hang pictures, whiteboards, smartboards, corkboards, and install shelving and work-station components to earthquake standards within the Premises. Pioneer shall be required to neatly store in file cabinets all paperwork related to its use and operations in the Premises and not allow the accumulation of paper and/or debris of any kind within the Premises.

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Upon termination of the Lease, Pioneer shall quit and surrender the Premises in as good a state and condition as at the commencement of this Lease, reasonable use and wear and tear, damage by the elements, damage resulting from structural unfitness of the Premises for the allowed Premises' use or other conditions not caused by Pioneer or its employees, agents, customers or invitees excepted.

Pioneer has inspected the Premises, including any structure, grounds, and access thereto, and accepts the Premises in its present condition as of the commencement date of this Lease. It is agreed that the County shall not be bound by any warranty, representation, or condition regarding the Premises except as stated in this Lease.

5. ALTERATIONS AND FIXTURES. County agrees to make at its expense, any alterations that are required to keep the Premises in compliance with any Federal, State, County or City laws and regulations required for occupancy of the Premises, including all building and fire codes. County agrees that in performing the alterations specified in this Paragraph 5, it shall comply with all provisions of the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*) and any associated regulations, and shall keep the Building in continuous compliance with such act and regulations throughout the term of this Lease, including any option or holdover term.

If any alterations are generated specifically for Pioneer's use or to benefit residents or customers and not for the legal occupancy of the Premises, Pioneer shall pay for such alterations at its sole cost and expense. Pioneer agrees to make no alterations of the Premises without County's prior written consent, which consent shall not be unreasonably withheld. The County will be responsible for the alterations on behalf of Pioneer. Any such alterations to the Premises shall become the property of the County, with the exception, of all furnishings placed therein by Pioneer that can be removed without material injury to the Premises upon termination of this Lease. Pioneer will repair at its sole cost and expense any damage to the Premises caused by such removal.

6. LIENS. In the event the Premises shall at any time during the term of this Lease become subject to any suit brought to enforce a lien or any statement or claim of lien filed to enforce a lien resulting from the furnishing of materials or labor to Pioneer on the Premises that are or were expressly contracted for or agreed to by Pioneer, Pioneer may contest such lien by legal proceedings but shall, in the event, cause such lien, at its sole cost, to be discharged within thirty (30) days after notice thereof by the substitution therefore of a mechanic's lien release bond, by posting of adequate security for the payment thereof (including all expenses incident thereto), or by such other method as shall be reasonably satisfactory to County.

7. INDEMNIFICATION. The County shall not be liable for, and Pioneer shall defend (unless the County waives its right to such defense, and in any event with counsel reasonably satisfactory to the County), indemnify, hold harmless and protect the County and its officers, officials, employees and agents from any claim, demand, liability, judgment, award, fine, mechanics' lien or other lien, loss, damage, expense, penalty, charge or cost of any kind or character (including actual attorney fees and court costs) which may be made, incurred or asserted by Pioneer, Pioneer's agents or employees, contractors, or any third parties (including but not limited to the County's agents, servants or employees), arising directly or indirectly from: (a) any labor dispute involving Pioneer or its agents or contractors (but excluding labor disputes involving the County or its contractors, subcontractors, or agents); (b) the construction, repair, alteration, improvement, use, occupancy or enjoyment of the Premises by Pioneer, its contractors, agents, employees and/or customers, licensees, or invitees; (c) injury to, or death of, any person or persons or damage to, or destruction of, any property (including without limitation the costs of investigation, removal or remedial action and disposal of any hazardous or toxic substances, as such terms may be defined under any applicable federal, state, or municipal law, statute, rule or regulation) occurring in, on or about the Premises, unless it is the result of the County's gross negligence; or (d) Pioneer's breach of this Lease or the acts or omissions of Pioneer or its officers, directors, employees, contractors, subcontractors, or agents (the "Claims"). Notwithstanding anything to the contrary in this Section 7, nothing in this Section 7 shall relieve the County from responsibility for its proportionate share of its fault attributable to its negligence or willful misconduct in causing any such Claims. PIONEER HEREBY WAIVES ITS IMMUNITY WITH RESPECT TO THE

COUNTY UNDER THE INDUSTRIAL INSURANCE ACT (RCW TITLE 51) AND/OR ANY EQUIVALENT ACTS AND PIONEER EXPRESSLY AGREES TO ASSUME POTENTIAL LIABILITY FOR ACTIONS BROUGHT AGAINST THE COUNTY BY PIONEER'S EMPLOYEES. THIS WAIVER HAS BEEN SPECIFICALLY NEGOTIATED BY THE PARTIES TO THIS LEASE AND PIONEER HAS HAD THE OPPORTUNITY TO, AND HAS BEEN ENCOURAGED TO, CONSULT WITH INDEPENDENT COUNSEL REGARDING THIS WAIVER.

Pioneer shall not be liable for, and the County shall defend (unless Pioneer waives its rights to defense, and in any event with counsel reasonably satisfactory to Pioneer), indemnify, hold harmless and protect Pioneer and its employees and agents from any claim, demand, liability, judgment, award, fine, mechanics lien or other lien, loss, damage, expense, penalty, charge or cost of any kind of character (including reasonable attorneys' fees and court costs) which may be made, incurred by or asserted against Pioneer by third parties arising or resulting from damage to property or injury to persons to the extent caused by the negligence or willful misconduct of the County, its officers, officials, employees, and agents.

8. INSURANCE.

8.1 Pioneer Furnished Coverages and Limits of Liability: Pioneer shall, at no expense to the County, maintain, and cause its subtenant(s), if any, to maintain in full force and effect the following minimum limits of insurance, and adhere to all terms and conditions below, at all times beginning on the Commencement Date and ending on the Expiration Date of this Lease.

- a) **Commercial General Liability (CGL)** written on an occurrence form at least as broad as ISO CG 00 01, with Minimum Limits of Liability:
- \$1,000,000 per Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal/Advertising Injury Liability
 - \$ 1,000,000 Damage to Premises Rented to You

Employers Liability / Washington Stop Gap
\$1,000,000 Each Accident / Each Disease / Policy Limit

Alternatively, may be evidenced as Employer's Liability insurance under Part B of a Workers Compensation insurance policy.

Coverage shall include: Premises and Operations; Broad Form Property Damage (Including Completed Operations); Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract); Personal Injury and Advertising Liability; Independent Contractors; Severability of Interest Clause; Waiver of Subrogation endorsement in favor of Owner as required by contract; General Aggregate Limits of Insurance shall apply separately; "Claims Made" and "Modified Occurrence" policy forms are not acceptable.

The limits of liability described above are minimum limits of liability only. Regardless of provisions to the contrary under the terms of any insurance policy maintained by Pioneer, the specification of any such minimum limits shall neither be (1) intended to establish a maximum limit of liability to be maintained by Pioneer regarding this Lease, nor (2) construed as limiting the liability of any of Pioneer's insurers, which must continue to be governed by the stated limits of liability of the relevant insurance policies.

- b) **Automobile Liability insurance** at least as broad as ISO CA 00 01 including coverage for owned, non-owned, leased or hired vehicles as applicable, with a minimum limit of \$1,000,000 each accident for bodily injury and property damage.

- c) **Umbrella or Excess Liability** insurance if and as necessary to maintain total CGL and Automobile Liability insurance limits of \$5,000,000 Each Occurrence and be no less broad than coverages described above.
- d) **Workers' Compensation** insurance securing Pioneer's liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington.
- e) **Property Insurance** under which Pioneer's furniture, trade fixtures, equipment and inventory ("Business Personal Property") and all alterations, additions and improvements that Pioneer makes to the Premises are insured throughout the Lease Term in an amount not less than the replacement cost new thereof, against the following hazards: (i) loss from the perils of fire and other risks of direct physical loss (earthquake optional), not less broad than provided by the insurance industry standard "Causes of Loss - Special Form" (ISO form CP 1030 or equivalent); (ii) loss or damage from water leakage or sprinkler systems now or hereafter installed in or on the Premises; (iii) loss or damage by explosion of steam boilers, pressure vessels, or above-ground oil or gasoline storage tanks or similar apparatus now or hereafter installed on the Premises; (iv) loss from business interruption or extra expense, with sufficient coverage to provide for the payment of Rent and Additional Charge and other fixed costs during any interruption of Pioneer's business. Coverage shall contain a waiver of coinsurance or agreed amount endorsement(s). County shall be named as a loss payee, as its interest may appear, as respects property insurance covering the alterations, additions and improvements under such policy.
- f) **Pollution Legal Liability** –N/A
- g) In the event that the County deems insurance to be inadequate to protect Pioneer and the County, Pioneer shall increase coverages and/or liability limits as the County shall deem reasonably adequate within sixty (60) days after the date of written notice.

8.2. Terms and Conditions for Pioneer' Insurance.

- a) **Snohomish County as Additional Insured:** The CGL insurance and, in addition, Excess and/or Umbrella liability insurance, if any, shall include "Snohomish County, its officers, officials, employees, agents and volunteers" as additional insureds. Pioneer's insurance shall be primary and non-contributory to any insurance maintained by or available to the County. The term "insurance" in this paragraph shall include insurance, self-insurance (whether funded or unfunded), alternative risk transfer techniques, capital market solutions or any other form of risk financing.
- b) **Required Separation of Insured Provision; Cross-Liability Exclusion and other Endorsements Prohibited:** Pioneer's insurance policy shall include a "separation of insureds" or "severability" clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer's liability. Pioneer's insurance policy shall not contain any provision, exclusion or endorsement that limits, bars, or effectively precludes Snohomish County from coverage or asserting a claim under Pioneer's insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. Pioneer's failure to comply with any of the requisite insurance provisions shall be a material breach of, and grounds for, the immediate termination of the Lease with Snohomish County; or if applicable, and at the discretion of Snohomish County, shall serve as grounds for the County to procure or renew insurance coverage with any related costs of premiums to be repaid by Pioneer or reduced and/or offset against the Lease.
- c) **Cancellation Notice:** Coverage shall not be cancelled without forty-five (45) day written notice of such cancellation, except ten (10) day written notice as respects cancellation for non-payment of premium, to the County at its notice address except as may otherwise be specified in Revised Code of Washington (RCW) 48.18.290 (Cancellation by insurer.). The County and Pioneer

mutually agree that for the purpose of RCW 48.18.290, for both liability and property insurance the County is deemed to be a “mortgagee, pledge, or other person shown by (the required insurance policies) to have an interest in any loss which may occur thereunder.”

- d) **Minimum Security Requirements:** Each insurance policy required hereunder shall be (1) subject to reasonable approval by the County that it conforms with the requirements of this Section, and (2) be issued by an insurer rated A–:VIII or higher in the then-current A. M. Best's Key Rating Guide and licensed to do business in the State of Washington unless procured under the provisions of chapter 48.15 RCW (Unauthorized insurers).
- e) **Deductible or Self-Insured Retention:** Any deductible or self-insured retention (“S.I.R.”) must be disclosed to, and shall be subject to reasonable approval by, the County. The cost of any claim falling within a deductible or S.I.R. shall be the responsibility of Pioneer. If a deductible or S.I.R. for CGL or equivalent insurance is not “fronted” by an insurer but is funded and/or administered by Pioneer or a contracted third party claims administrator, Pioneer agrees to defend and indemnify the County to the same extent as the County would be protected as an additional insured for primary and non-contributory limits of liability as required herein by an insurer.

8.3 Evidence of Insurance. On or before the Commencement Date, and thereafter not later than the last business day prior to the expiration date of each such policy, the following documents must be delivered to County at its notice address as evidence of the insurance coverage required to be maintained by Pioneer:

- a) Certification of insurance documenting compliance with the coverage, minimum limits and general requirements specified herein; and a copy of the policy’s declarations pages, showing the insuring company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements specifying all endorsements listed on the policy including any company-specific or manuscript endorsements;
- b) A copy of the CGL insurance policy provision(s) and endorsements expressly including Snohomish County and its officers, elected officials, employees, agents and volunteers as additional insureds (whether on ISO Form CG 20 26 or an equivalent additional insured or blanket additional insured policy wording), showing the policy number, and the original signature and printed name of the representative of the insurance company authorized to sign such endorsement;
- c) Pending receipt of the documentation specified in this Section 8, Pioneer may provide a copy of a current complete binder. An ACORD certificate of insurance will not be accepted in lieu thereof.
- d) Evidence of Insurance as set forth above, shall be issued electronically to:

**Snohomish County
c/o Property Management
Attention: Property Officer
3000 Rockefeller Avenue M/S 404
Everett, WA 98201**

The certificate holder shall be:
**Snohomish County
c/o Property Management
Attention: Property Officer
3000 Rockefeller Avenue M/S 404
Everett, WA 98201**

9. ASSUMPTION OF PROPERTY RISK. The placement and storage of Pioneer's Business Personal Property in or about the Premises shall be the responsibility, and at the sole risk, of Pioneer.

10. ADJUSTMENTS OF CLAIMS. Pioneer shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the activities of the Pioneer under this Lease.

11. PIONEER'S RESPONSIBILITY. The procuring of the policies of insurance required by this Lease shall not be construed to limit Pioneer's liability hereunder. Notwithstanding said insurance, Pioneer shall be obligated for the full and total amount of any damage, injury or loss caused by negligence of Pioneer, or any of its agents, officers and employees or through use or occupancy of the Premises.

12. HAZARDOUS WASTE. Pioneer covenants that it shall protect, hold harmless, indemnify and defend the County, its elected and appointed officials, officers, employees, and agents, from any and all claims, losses, damages, response costs, and expenses arising out of or in any way relating to the generation, treatment, storage, release or disposal of contaminants such as: "any hazardous or toxic substance, material or waste regulated under any 'Environmental Law,' as that term is defined below, including, but not limited to, those substances, materials, and wastes (i) listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. § 172.10), (ii) categorized by the United States Environmental Protection Agency as hazardous substances (40 C.F.R. pt. 302), (iii) listed in the Washington Hazardous Waste Management Act (Ch. 70.105.RCW), or (iv) listed in the Model Toxics Control Act (Chs. 70.105D, 82.21 (RCW))." Pioneer covenants that it shall protect, hold harmless, indemnify and defend County, its elected and appointed officials, officers, employees, and agents, from any and all claims, losses, damages, response costs, and expenses arising out of or in any way relating to the generation, treatment, storage, release or disposal of Contaminants upon the Premises by Pioneer during the term of this Lease, including, but not limited to:

- a) claims of third parties, including governmental agencies, for damages, response costs, injunctive or other relief.
- b) the cost, expense, or loss to County of any injunctive relief, including preliminary or temporary injunctive relief, applicable to the County or the Premises.
- c) the expense of reporting the existence of contaminants to any agency of the State of Washington or the United States as required by applicable laws or regulations, before and after any trial or appeal therefrom whether or not taxable as costs; all of which shall be paid by County when accrued.
- d) any generation, treatment, storage, release or disposal of contaminants by County, its employees or agents shall not fall within the scope of the foregoing indemnity.

13. SUBLETTING AND ASSIGNMENT. Pioneer shall not sublet the whole or any part of said Premises, nor assign this Lease, or any part thereof, without the written consent of the County which consent shall not be unreasonably withheld. If consent is once given by the County to the assignment of this Lease, or any interest therein, the County shall not be barred from afterward refusing to consent any further assignment. This Lease shall not be assignable by operation of law.

Any assignment made by Pioneer shall not become effective until the assignee, in writing, shall assume this Lease and agree to perform and be bound by all of the obligations of the County accruing under this Lease from and after the date of such assignment. In the event of such an assignment and assumption, the County shall remain bound by all obligations of the County accruing under this Lease. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting.

14. CASUALTY REBUILDING CONDEMNATION. In the event the Building of which the Premises are a part shall be destroyed or damaged by fire or other causes (and regardless of the extent of the

damage to the Premises) to such an extent that the County shall decide to discontinue the operation of the Premises as a residential mental health and/or substance use disorder treatment facility, which decision shall be communicated to Pioneer within thirty (30) days after such damage or destruction, then this Lease shall be terminated as of the date of such damage or destruction. In the event of damage to the Premises by fire or other causes, other than under the circumstances described in the preceding sentence, County shall repair the Premises within a reasonable time and as quickly as circumstances will permit upon the same plan as immediately before the damage or destruction. Until the Premises are repaired and put in a good and tenable order, the rents herein provided for, or a fair and just proportion thereof according to the nature and extent of the damage sustained, shall be abated until the Premises shall have been restored to the same condition as they were before such damage or destruction.

In the event the Premises are not useable as contemplated in this Lease for over ninety (90) days due to the damage, Pioneer shall have the right to terminate the Lease.

If the Property or any part thereof wherein the Premises are located shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, this Lease, at the option of the County shall forthwith terminate and Pioneer shall have no claim or interest in or to any award of damages for such taking.

15. WAIVER OF SUBROGATION. County and Pioneer each mutually release the other from every right, claim and demand which may hereafter arise, either arising out of or in connection with any loss occasioned by fire and such other perils as are included in the provisions of the normal extended coverage clauses of fire insurance policies, and do hereby waive all rights of subrogation in favor of insurance carriers arising out of any such losses and sustained by either the County or Pioneer in or to the Premises or any property therein. Provided, however, that if at any time either County or Pioneer can obtain a waiver of subrogation clause only upon payment of an additional premium, such clause shall be obtained only if the party in whose favor it runs pays such additional premium. If such waiver of subrogation can be obtained only for upon payment of an additional premium by either County or Pioneer, and either party elects not to obtain a waiver of subrogation, this entire clause shall be null and void.

16. NOTICES. All notices to be given by the parties hereto shall be in writing and may either be served personally or may be deposited in the United States mail, postage prepaid, by either registered or certified mail, and if to be given to County, shall be addressed to County at:

**Snohomish County Property Management
Attention: Property Officer
3000 Rockefeller Avenue M/S 404
Everett, WA 98201
425-388-3400**

or if to be given to Pioneer, shall be addressed to Pioneer at:

**Pioneer Human Services
Attention: Contracts Administrator
7440 W. Marginal Way S.
Seattle, WA 98108**

All notices shall be effective upon the earlier of personal delivery or three (3) days after being mailed.

17. MAINTENANCE, MANAGEMENT AND SERVICES. County covenants and agrees the Premises is used by Pioneer on a twenty-four hour, seven days a week (24/7) operation.

County agrees to provide the following maintenance, management and repairs, services and utilities to the Premises during the term of this Lease:

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- a. Routine management, maintenance and repair of the Building's exterior and interior structure, Building components and operating equipment.
- b. Painting of the Building's interior and exterior.
- c. Routine maintenance and repair of the Building's interior and exterior lighting fixtures and bathroom fixtures and hot water tanks for the Premises.
- d. Maintenance, cleaning, stripping, and re-surfacing of parking lot.
- e. Repair and replacement of flooring and carpeting when and where necessary.
- f. Repair, maintenance, and monitoring of fire alarm system and extinguishers.
- g. Repair and maintenance of keyless entry system.
- h. Routine maintenance of landscaping and planting of landscape around the Premises.
- i. Water
- j. Power
- k. Sewer
- l. HVAC
- m. Stormwater
- n. Garbage
- o. Recycling

County shall pay for all cost associated with the maintenance, management and services shown as items (a) through (o) above in this Section 17, and if applicable any property assessments with the collection of the monthly lease rent received from Pioneer and as specified in Section 3 of this Lease.

County shall not be liable for any loss, injury, or damaged property caused by or resulting from any variation, interruption, or failure of service discussed in this Section 17 beyond County's reasonable control. No temporary interruption or failure of such service incident to the making of repairs, alterations, or improvements, or due to accident or strike, or conditions or events beyond County's reasonable control shall be deemed an eviction of Pioneer or shall release Pioneer from any of Pioneer's obligations under this Lease.

Pioneer will provide the following services to the Premises during the term of this Lease:

- a. Routine removal of garbage, recyclables, excessive paper, damaged or broken furnishings and debris from the Premises to eliminate accumulation.
- b. Security and/or security alarm systems and monitoring to and within the Premises.
- c. Computer data cabling and operating systems and monitoring.
- d. Repairs and maintenance to and replacement of any kitchen equipment, appliances, shelving, and cabinetry and fixtures.
- e. Routine light bulb replacement.
- f. Routine sink and toilet unplugging and plunging.
- g. Routine maintenance, repair, and replacement of resident and office furniture and cabinetry, medical equipment and medical furniture.
- h. Repairs resulting from damage and the actions of Pioneer, its officers, employees, contractors, agents, and/or its residents.
- i. Repairs, maintenance, and replacement of washer and dryer units in the Premises.
- j. Keyless system monitoring and administering of front door, medical rooms, internal doors within the Premises and assignment and replacement of keycards.
- k. Pest control.

Pioneer shall pay directly to the appropriate provider for the following services to the Premises during the term of the Lease:

- a. Janitorial services, janitorial supplies and janitorial equipment.
- b. Building security and/or security alarm system and monitoring.
- c. Computer data cabling and operating systems repair, replacement, maintenance and monitoring.
- d. Repairs, maintenance, and replacement of kitchen equipment, appliances, shelving and cabinetry, and fixtures.

- e. Repairs, maintenance, and replacement of resident and office furniture and cabinetry, medical equipment and medical furniture.
- f. Repairs resulting from damage and the actions of Pioneer, its officer, employees, contractors, agents, and/or its residents.
- g. Repairs, maintenance, and replacement of washer and dryer units in the Premises.
- h. Repairs resulting from the actions of Pioneer, its officers, employees, contractors, agents and/or its residents.
- i. Replacement keycards.
- j. Laundry Services to outside contractors and/or service providers.
- k. Food Services to outside contractors and/or service providers.
- l. Pest Control.

Pioneer covenants and agrees to operate and keep the Premises in a clean, sanitary, and safe condition as required under WAC 246-341-1108 for a residential substance use disorder treatment facility including any other applicable Federal, State, County, and local statutes, laws, regulations, and rules. Pioneer will ensure that the general office areas will be kept neat and clean free from the accumulation of paper and debris. Any excess paperwork and office equipment will be stored away in appropriate office furnishings. All resident units will have adequate furnishings to appropriately store away all clothing and personal belongings of each occupant. All linens, pillows, mattresses, and bedding will be kept in a clean, usable, and sanitary condition. All soiled, damaged linens, pillows, mattresses, and bedding must be disposed of in the appropriate manner.

Any furnishings used by the occupants of the Premises must be kept in a clean, safe, usable and sanitary condition. Any broken, torn, or damaged furnishings must be disposed of in the appropriate manner. All restrooms and plumbing fixtures must be kept in a clean and sanitary condition and free from mold. Janitorial services to the Premises must be conducted on a daily basis and in such a manner to eliminate the accumulation of mold, and bodily fluids on the floors, ceilings, walls and fixtures.

All medical supplies and hazardous medical waste must be properly stored and deposited in a manner that is required by law.

The County will be allowed to regularly inspect the Premises to ensure that the facility is kept in a neat, clean and sanitary condition in order to minimize costs for repairs and maintenance to the Premises resulting from neglect and improper care of the Premises.

Pioneer will notify the County immediately of any repairs and/or maintenance needed to the Premises as required by the County under this Section 17.

18. ACCESS REPAIRS. No compensation shall be made to or claimed by Pioneer from County by reasons of inconvenience, annoyance or other concerns arising from the making of repairs to or maintenance or alteration of the Building or appurtenances of the Premises covered hereby. The County will be allowed access to the Premises to perform the Building repairs and maintenance as required under Section 17 of this Lease with 24 hour prior notice to Pioneer except in the event such repairs and maintenance are determined to be an emergency impacting the operations of the facility in which no prior notice is required. County reserves the right to make repairs, alterations, connections or extensions when and where the same may be deemed by County to be necessary. However, any repairs, maintenance or alteration of the Building or appurtenances shall not render the Building unusable for the purposes of this Lease because of any action arising from the making of the repairs, maintenance or alteration to the Building or appurtenances. Nothing herein contained shall be construed as an agreement on the part of the County to make any repairs, alterations, connections or extensions becoming necessary, in the reasonable opinion of County, due to negligence of Pioneer, its appointed or elected officials, officers, employees, or agents.

19. SIGNS. Pioneer shall have the right to place identifying signage on an about the Premises with the County's prior written consent, which consent shall not be unreasonably withheld, subject to compliance with all applicable laws and County and building standards.

20. INSOLVENCY. In the event that Pioneer shall make an assignment for the benefit of creditors, or shall be adjudicated as bankrupt, or if a receiver is appointed for Pioneer or if the property of Pioneer upon the Premises shall be seized by any enforcement officer by reason of an attachment, execution or other process, County shall have the option to terminate this Lease.

21. DEFAULT AND TERMINATION. Upon either party's failure to observe or perform any term or condition of this Lease, that failure having continued for thirty (30) days after the non-defaulting party gives written notice to cure such failure to the other party, and the party receiving notice having failed to cure, such party shall be deemed in default. In the event of default and upon thirty (30) days written notice of termination to the party in default, the non-defaulting party may terminate this Lease.

22. GOVERNING LAW AND VENUE. This Lease shall be governed by the laws of the State of Washington and any lawsuit regarding this Lease must be brought in Snohomish County, Washington.

23. ATTORNEY'S FEES. In the event of any action at law or in equity between County and Pioneer to enforce any of the provisions, rights or obligations hereunder, the non-prevailing party to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorney's fees incurred therein by the prevailing party, and if such prevailing party shall recover judgment in any such action or proceeding, such costs and expenses and attorney's fees shall be included in and as a part of such judgment.

24. NO WAIVER OF COVENANTS. No waiver shall be implied from an omission by either party to take any action related to breach of any covenant, term, or condition of this Lease. The acceptance by County of rent with knowledge of the breach of any of the terms, conditions, or covenants of this Lease by Pioneer shall not be deemed a waiver of any such breach. One or more waivers of any breach of any covenant, term, or condition of this Lease shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

25. DELAYED POSSESSION. In the event of the inability of County to deliver possession of the Premises for any reason whatsoever at the time of the commencement of the term of this Lease, neither County or its agents shall be liable for any damage caused thereby, nor shall this Lease thereby become void or voidable, nor shall the term herein specified be in any way extended, but in such event Pioneer shall not be liable for any rent until such time as County can deliver possession, and in the event that possession is delayed over ninety (90) days, Pioneer shall have the right to terminate this Lease .

26. HOLDING OVER. If Pioneer, with the consent, express or implied, of the County, shall hold over after the expiration of the term of this Lease, County and Pioneer shall remain bound by all the terms, covenants, and agreements hereof, except that the tenancy shall be from month to month.

27. SUCCESSORS AND ASSIGNS. The rights, liabilities, and remedies provided for herein shall extend to the heirs, legal representatives, successors and, so far as the terms of this Lease permit, assigns of the parties hereto; and the words "County" and "Pioneer" and their accompanying verbs or pronouns, wherever used in this Lease, shall apply equally to all persons, firms or corporations which may be or become parties to this Lease.

28. RULES. Pioneer agrees to abide by the rules and regulations governing the operation of the Building which may be made by County from time to time, and will use reasonable methods to induce customers, clients and all persons invited by Pioneer into said Building to observe the same.

29. TAXES. County shall be responsible for all real property taxes and assessments levied or assessed against the Premises by any governmental entity, including any special assessments imposed on or against the Premises for the construction or improvement of public works in, on or about the Premises; provided, however, that Pioneer shall conduct no activity on the Premises nor place any articles on the Premises that will increase the real property taxes levied or assessed against the Premises.

30. RECORDING. Pioneer or the County may record a Memorandum of this Lease with the County Auditor, Recording Division, Snohomish County, Washington. If a Memorandum of the Lease is filed for recording, each party agrees to execute and return same promptly.

31. TIME. Time is of the essence of this Lease.

32. PARKING. County licenses to Pioneer, its employees, contractors, clients, and/or providers the use of non-assigned parking spaces on the Property. Any assigned parking spaces for the use of the County, its employees, contractors, clients, and/or providers are restricted and may not be used by Pioneer, its employees, contractors, clients, and/or providers. Vehicles parked in any such assigned parking spaces by Pioneer, its employees, contractors, clients, and/or providers will be subject to towing. County reserves the right to implement, charge, and collect parking fees to Pioneer at any time during the term of this Lease. The County will provide Pioneer with sixty (60) days prior written notice of any planned parking fees. The County also reserves the right to designate, if it so chooses, assigned parking spaces to Pioneer on the Property during the term of this Lease.

33. NON-DISCRIMINATION. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

Pioneer shall comply with Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this Lease constitutes a certification by Pioneer of Pioneer's compliance with the requirements of Chapter 2.460 SCC with respect to this Lease. If Pioneer is found to have violated this provision or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this Lease may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect Pioneer's obligations under other federal, state, or local laws against discrimination.

34. INTERPRETATION. This Lease and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Lease shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Lease are used only for convenience and are not intended to affect the interpretation of the provisions of this Lease. This Lease shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

35. SURVIVAL. Those provisions of this Lease that by their sense and purpose should survive expiration or termination of the Lease shall so survive.

36. WARRANTY OF AUTHORITY. Each signatory to this Lease represents that he or she has full and sufficient authority to execute this Lease on behalf of the County or Pioneer, as the case may be, and that upon execution of this Lease it shall constitute a binding obligation of the County or Pioneer, as the case may be.

37. SEVERABILITY. Should any clause, phrase, sentence or paragraph of this Lease be declared invalid or void, the remaining provisions of this Lease shall remain in full force and effect.

38. EXECUTION IN COUNTERPARTS. This Lease may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Lease.

39. PUBLIC RECORDS. This Lease and all records in the possession of the County associated with this Lease shall be required to be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of Pioneer are needed for the County to respond to a request under the Act, as determined by the County, Pioneer agrees to make them promptly available to the County. If Pioneer considers any portion of any record provided to the County under this Lease, whether in electronic or hard copy form, to be protected from disclosure under law, Pioneer shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by Pioneer and the County determines that release of the information is required by the Act or is otherwise appropriate, the County's sole obligations shall be to notify Pioneer (a) of the request and (b) of the date that such information will be released to the requester unless Pioneer obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If Pioneer fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of Pioneer to claim any exemption from disclosure under the Act. The County shall not be liable to Pioneer for releasing records not clearly identified by Pioneer as confidential or proprietary. The County shall not be liable to Pioneer for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

40. EXHIBITS. Attached and hereby incorporated as a part of this Lease are the following exhibits:

Exhibit A: Floor Plans of the Premises

41. ENTIRE AGREEMENT AND AMENDMENTS. This Lease contains all the agreements between the parties with respect to any matter covered or mentioned in the Lease, and no prior agreement, letter of intent, or understanding relating to any such matter will be effective for any purpose. No provision in this Lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest and using the same formalities as are required by the execution of this Lease.

[The remainder of this page left intentionally blank]

IN WITNESS WHEREOF THE PARTIES hereto have executed this Lease the day and year first above written.

SNOHOMISH COUNTY:

_____ **Date**

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Cherie Hutchins**, to me known to be the **Property Officer** of Snohomish County and acknowledged to me the said instrument to be for the uses and purposes therein mentioned, and signed said instrument on behalf of Snohomish County as its free and voluntary act and deed.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington residing at _____
My commission expires _____

Approved as to Form:

Approved: Risk Management

Rebecca J. Guadamud 04-22-2021

Deputy Prosecuting Attorney Date

Sheila Barker, Risk Manager Date

PIONEER HUMAN SERVICES:

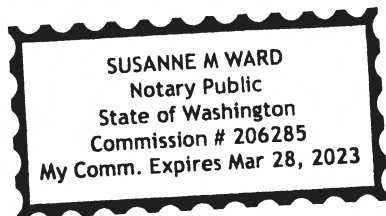
Karen Lee
Its: Chief Executive Officer

May 3, 2021
Date

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this 3rd day of May, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Karen Lee, to me known to be the individual described in and who acknowledged to me the said instrument to be for the uses and purposes therein mentioned, and signed said instrument on behalf of Pioneer Human Services, as its free and voluntary act and deed.

WITNESS my hand and official seal hereto affixed the day and year first above written.

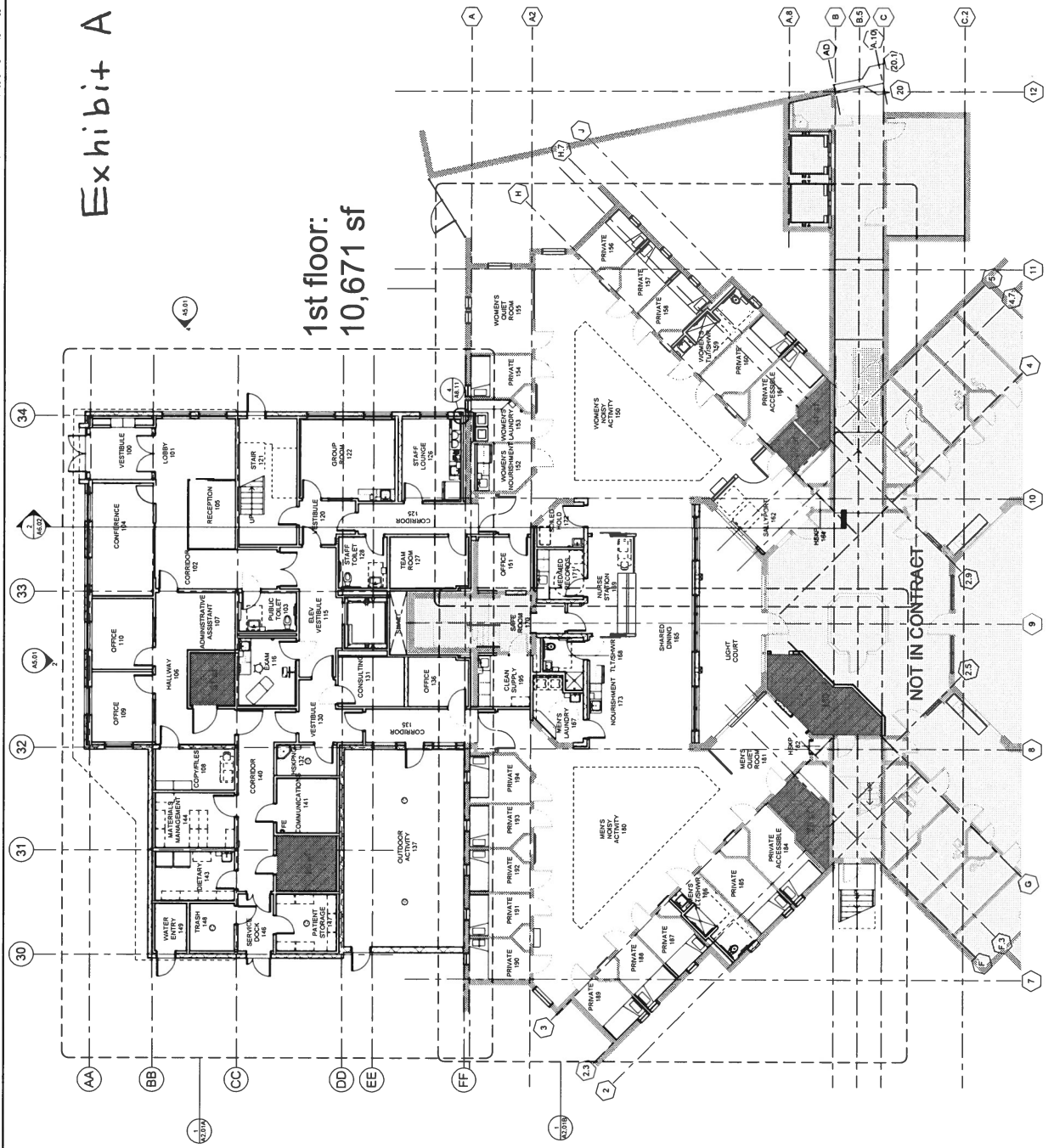


Susanne M Ward
NOTARY PUBLIC in and for the State of
Washington residing at Seattle
My commission expires Mar 28, 2023



Exhibit A

1st floor: 10,671 sf



1 LEVEL 1 - OVERALL PLAN
SCALE 1/8" = 1'-0"

NO.	DESCRIPTION	DATE

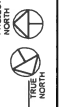


kmd
KIMMEL DESIGN ARCHITECTS
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PH: 520.325.5000
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**SNOHOMISH COUNTY
FACILITIES MANAGEMENT**

**NORTH SOUND
BEHAVIORAL HEALTH
TREATMENT CENTER**
2881 10TH ST. EVERETT, WA 98201-1414

PROJECT NO. 468-204	DRAWN BY	CHKD BY	DATE
BUILDING			
PROJECT NORTH			
DRAWING NORTH			
TITLE	LEVEL 1 - OVERALL PLAN		
NUMBER	A2.01		

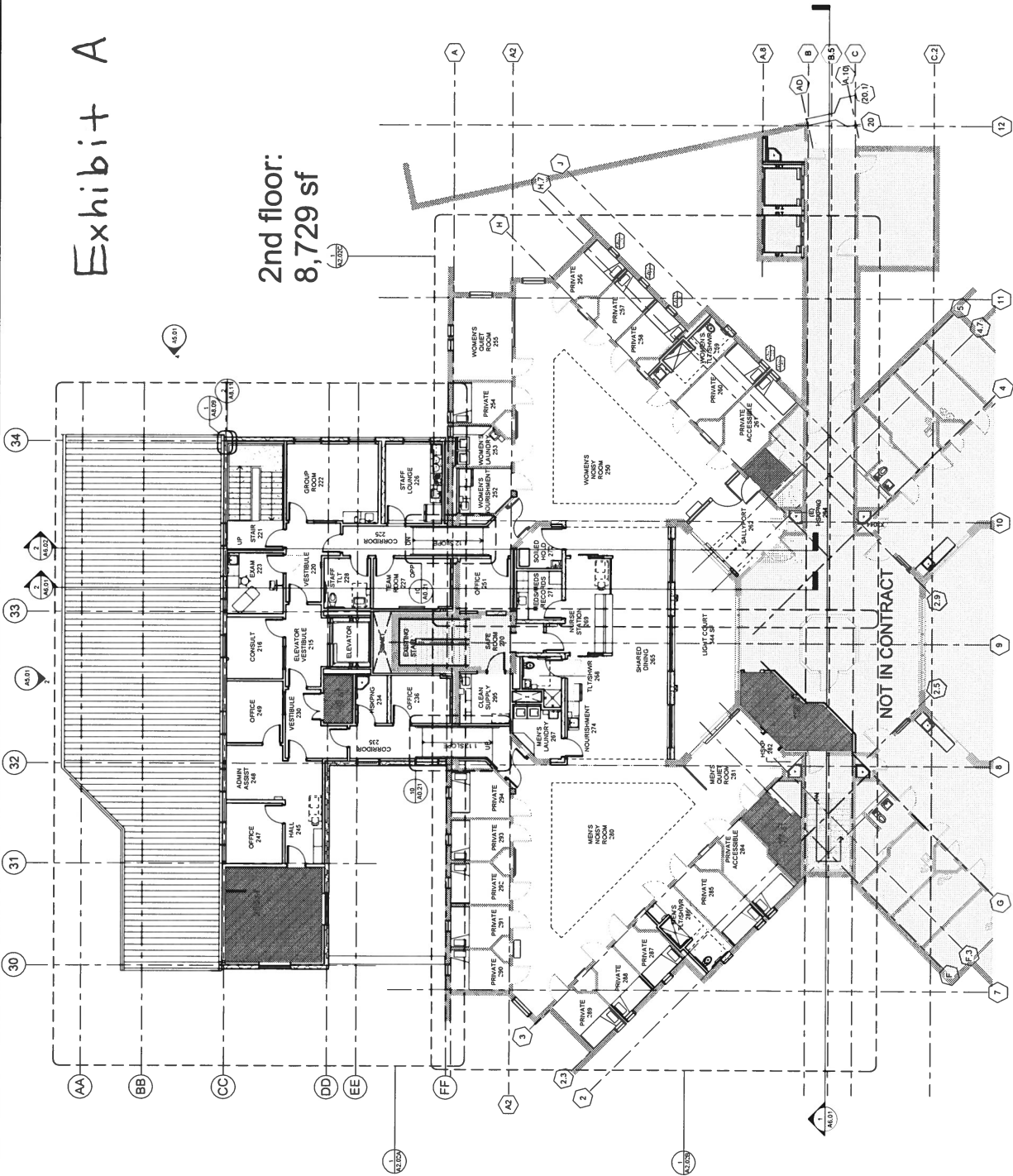


IF THIS SHEET IS NOT 11" x 17" IT IS A REDUCED
SIZED PRINT - SCALE ACCORDINGLY



Exhibit A

2nd floor:
8,729 sf



1 LEVEL 2 - OVERALL PLAN
SCALE 1/8" = 1'-0"



PROJECT NUMBER
DRAWING NUMBER

PROJECT NO.	488-204
DRAWN BY	[initials]
DATE	07/31/2020
SCALE	1/8" = 1'-0"
TITLE	LEVEL 2 - OVERALL PLAN
NUMBER	A2.02

**NORTH SOUND
BEHAVIORAL HEALTH
TREATMENT CENTER**
2801 107th ST. EVERETT, WA 98201-4114

**SNOHOMISH COUNTY
FACILITIES MANAGEMENT**

kmd
1325 Pacific Avenue
Everett, WA 98201
206.442.1004
www.kmdinc.com



NO.	DESCRIPTION	DATE
1	CITY COMMENTS #1	04/25/2020
2		04/25/2020
3		07/20/2020

PLOTTED: 8/19/2020 10:03:37 AM
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