

Lease No. SRL: 21-0119
Project No: 20-06-137

**LICENSE AGREEMENT
OFFICE SPACE
SNOHOMISH COUNTY**

This Office Space License Agreement (the "Agreement") is between **Snohomish County, a political subdivision of the State of Washington**, (herein referred to as the "**County**" or "**Licensor**") and the **State of Washington, Department of Children, Youth and Families, acting through the Department of Enterprise Services**, (herein referred to as the "**Licensee**").

WITNESSETH

1. PREMISES. Office space amounting to approximately 378 rentable square feet located on the 1st floor of the Snohomish County Juvenile Justice Center, 2801 10th St., Everett, Washington 98201, (the "Premises") legally described as:

**Account Number: 29051700102000
SEC 17 TWP 29 RGE 5 EWM SW1/4 NW1/4 NE1/4 LY N OF 10TH ST**

along with ingress and egress to the Premises through the main security front entrance, use of restrooms, and use of parking stalls for staff vehicles.

The parties may mutually agree to relocate, decrease or increase the total amount of licensed space by providing 30 days written notice. If the County desires to reasonably relocate, decrease or increase the licensed space, the County will present a letter and exhibits to Licensee and Licensee will review and provide written acceptance or denial. If the Licensee desires to decrease, or increase the licensed space, Licensee will present a letter and exhibits to the County and the County will review and provide a written acceptance or denial. The increase or decrease in the license fee shall be based on the change in licensed square feet.

It is agreed by the approval of this Agreement that the Snohomish County Facilities Management Property Officer has the authority to accept, deny, sign and execute on behalf of the County any relocation, decrease or increase in the licensed space by amendment to this Agreement.

2. CONSIDERATION. The Licensee shall pay an annual license fee of \$4,857.30 (\$12.85 per square foot, per year) due on January 1, of each year as follows:

Year	Rate	Square Feet	Annual License Fee
2022	\$ 12.85	378	\$4,857.30
2023	\$ 12.85	378	\$4,857.30
2024	\$ 12.85	378	\$4,857.30
2025	\$ 12.85	378	\$4,857.30

If payment is more than ten (10) days past due, a 10% late penalty shall apply to the balance owing. If any payment is more than sixty (60) days past due, this Agreement shall terminate, and the Licensee shall not be allowed use of the space. The license fee shall be paid to:

**Snohomish County
Property Management
3000 Rockefeller M/S 404
Everett, WA 98201**

Please Initial
AD ST

3. TERM. The term of this Agreement shall be for a period of two years, beginning January 1, 2022 and ending December 31, 2025 unless earlier terminated as provided in paragraph 13.

4. SCOPE OF LICENSE. The Premises shall be used solely for office use. No illegal use shall be made thereof, nor shall any property that creates any nuisance or fire, explosive, or other hazard be stored therein. Licensee's authority to use the Premises shall not be considered exclusive possession or control. The County may enter the Premises at any time to determine whether improper or hazardous use is being made of the Premises; however, the County shall not have access to any files or papers, computers, electronic storage, or data in whatever form that may be kept in the office.

5. ACCESS. The Licensee will be granted access to the Premises between 8:00am and 5:00pm, Monday through Friday, exclusive of holidays.

6. CARE AND CONDITION. The Licensee shall be responsible for the Premises herein described, shall maintain in a neat and clean condition, and shall return the same upon termination in as good condition and repair as the same now are or may be put into, normal wear and tear, casualty loss not the fault of the Licensee, and damage solely caused by the County and its employees acting within the scope of their employment excepted. If any property of Licensee is not removed by the date of termination, the County shall have the right to take possession of and store, use and/or sell the property in such a manner as it deems appropriate, and collect all unpaid fees, storage fees, costs of sale, reasonable attorney's fees, and other expenses from the proceeds of such sale. Licensee expressly agrees that any sale, public or private, may occur not less than thirty (30) days after the date of termination, and may occur with or without notice from the County.

The County shall not be liable to the Licensee for any loss or damage to the Licensee's property or any other property from theft, fire, or any other cause either before or after termination. By entering this License, the County does not undertake any obligation to maintain, replace or repair any of its facilities.

Licensee has examined the Premises and accepts the same in its present condition. It is agreed that the County shall not be bound by any warranty or representation as to the condition of the Premises, or in any other manner except as stated herein.

7. UTILITIES. The County agrees to pay for all utilities except telephones and any leased equipment costs.

8. MAINTENANCE. The County shall provide routine maintenance and services at the Premises. The County shall not be called upon to make any repairs occasioned by the negligence of the Licensee, its agents or employees.

9. HOLD HARMLESS. The Licensee agrees, to the maximum extent permitted by law, to indemnify and hold harmless and defend the County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or natures arising out of the negligence of Licensee or any persons for which it is vicariously liable; in connection with, or incidental to its use of the Premises.

This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Licensee or its Subcontractors, and the Licensee. The Licensee expressly waives all immunity and limitation on liability, as respects to the County only, under any industrial insurance act, including Title 51 RCW, other Workers' Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim; provided such waiver only applies as against any liability that may be allocated against the County and there are no third party beneficiaries to this waiver. This indemnification provision has been mutually negotiated.

Please Initial
AD, [Signature]

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

10. INSURANCE. Licensee shall maintain for the duration of the Agreement self-insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Licensee's use of the Premises. Licensee and its officers, employees, and agents, while acting in good faith within the scope of their official duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 et seq.), and to the extent permitted by law, successful claims against Licensee and its employees, officers, volunteers and agents in the performance of their official duties in good faith under this Agreement will be paid from the tort claims liability account as provided in RCW 4.92.130.

11. ASSIGNMENT OR SUBLETING. This Agreement may not be assigned, sublet, or possession thereof transferred voluntarily or involuntarily by the Licensee.

12. NOTICES. Notice as required by any term of this Agreement shall be given by registered or certified mail. Such communication or notice shall be deemed to have been given and received when deposited in the United States Mail, property addressed, with postage prepaid or upon receipt by the sender of a facsimile transmission report. Such notice or communication shall be given as follows:

If to the County: **Snohomish County Property Management**
 Attention: Property Officer
 3000 Rockefeller Avenue M/S 404
 Everett, WA 98201
 Telephone: 425-388-3400
 Fax: 425-388-7008

If to the Licensee: **State of Washington**
 Department of Children, Youth, and Families
 Acting through the Department of Enterprise Services
 Attention: Amber Dixon
 1500 Jefferson Street S.E. 2nd Floor
 PO Box 41468
 Olympia, WA 98504-1468
 Telephone: 360-407-9298

13. TERMINATION.

A. If Licensee breaches any term of this Agreement and fails to cure the same within five (5) days of written notice to do so by the County, the County may terminate this Agreement by providing written notice to Licensee. A pro rata portion of the license fee shall be refunded or credited toward amounts owing the County if the Agreement is terminated by the County for any reason except for license payment being late as stated in Paragraph 2.

B. Termination shall not affect the rights of the County under any other paragraph in this Agreement.

14. MODIFICATION. This Agreement may only be modified in writing and such modification shall take effect only after such modification is duly executed by both parties.

15. POSSESSORY LIEN. In the event of default in payment, or breach of any other condition of this Agreement, or for any and all damages caused to the property of the County by Licensee, its agents, employees, or invitees, the County shall have a possessory lien upon any and all property stored, used or located on any property of the County and upon any sums of money advanced to or otherwise in the possession of the County.

Please Initial
AD / ST

16. CONFLICTS BETWEEN ATTACHMENTS AND TEXT. Should any conflict exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

17. GOVERNING LAW, STIPULATION OF VENUE, AND ATTORNEY FEES. This Agreement shall be governed by the laws of the State of Washington and the parties stipulate that any lawsuit regarding this Agreement must be brought in Snohomish County, Washington. The prevailing party in any lawsuit brought to enforce the terms of this Agreement shall be entitled to reasonable attorney fees and costs.

18. 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.

The Licensee shall comply with Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Licensee of the Licensee's compliance with the requirements of Chapter 2.460 SCC with respect to this Agreement. If the Licensee 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 Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Licensee's obligations under other federal, state, or local laws against discrimination.

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

20. PUBLIC RECORDS. This Agreement and all public records associated with this Agreement shall 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 the Contractor are needed for the County to respond to a request under the Act, as determined by the County, Licensee agrees to make them promptly available to the County. If Licensee considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, Licensee 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 Licensee and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify Licensee (a) of the request and (b) of the date that such information will be released to the requester unless Licensee obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If Licensee 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 Licensee to claim any exemption from disclosure under the Act. The County shall not be liable to Licensee for releasing records not clearly identified by Licensee as confidential or proprietary. The County shall not be liable to Licensee for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

21. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein.

Please Initial

AD, ST

STATE OF WASHINGTON:
Department of Children, Youths, and Families
Acting through the Department of Enterprises Services

Seth Wallace, Assistant Director

Date: _____

RECOMMENDED FOR APPROVAL:

AD

Amber Dixon, Property & Acquisition Specialist

Date: _____

APPROVED AS TO FORM:

Assistant Attorney General

Date: _____

Date: _____

Date: _____

STATE OF WASHINGTON)
) ss.
County of Thurston)

I, the undersigned, a Notary Public, do hereby certify that on this ____ day of _____, 20_____, personally appeared before me SETH WALLACE, Assistant Director, Real Estate Services, Department of Enterprise Services, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that he was duly authorized to execute said document .

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____

Please Initial
AD *SW*