

# **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**" and **Economic Alliance Snohomish County, a Washington nonprofit corporation**, herein referred to as the "**Licensee**".

**WITNESSETH**

**1. PREMISES.** Office space amounting to approximately 4,000 rentable square feet located on the 3<sup>rd</sup> floor of the building commonly known as the Snohomish County Health Department located at 3020 Rucker Avenue, Everett, Washington 98201, as depicted on Exhibit "A" attached and which is legally described as:

**Account Number: 00437572002200**

**EVERETT DIV H PLAT OF BLK 720 D-00 - LOTS 22-23-24-25-26-27-28-29 BLK 720 TGW TH PTN LOT 21 BLK 720 SD PLAT DAF BEG NW COR SD LOT 21 TH S00\*00 07E ALGWLY LN THOF 0.37FT TH S89\*47 16E 91.39FT TO N LN SD LOT 21 TH N89\*58 55W ALG SD N LN 91.38FT TO POB EXC TH PTN LOT 22 BLK 720 SD PLAT DAF BEG SE COR SD LOT 22 TH N00\*00 00W ALG ELY LN THOF 0.11FT THS89\*47 16W 28.50FT TO S LN SD LOT 22 TH S89\*58 55E ALG SD LN 28.50FT TO TPB PER BDY LN AGRMNT REC AFN 201811070134 & SURV REC AFN 201811075001.**

**SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.**

along with ingress and egress to the Premises through the main front entrance and use of restrooms.

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.** Rent for the Premises shall be as follows:

|       |             |             |              |             | Monthly                 | Annual                  |
|-------|-------------|-------------|--------------|-------------|-------------------------|-------------------------|
|       | Per SF Rate | Square Feet | Monthly Rate | Annual Cost | Rate with Leasehold Tax | Rate with Leasehold Tax |
| Rates | 12.5        | 4,000       | \$4,167      | \$50,000    | \$4,701.67              | \$56,420.00             |

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**

**3. TERM.** The term of this Agreement shall commence upon full execution of all parties and will terminate \_\_\_\_\_, 2030. This Agreement may be terminated by either party with 30 days written notice. If Licensee breaches any term of this Agreement and fails to cure the same within five (5) business days of written notice to do so by the County, the County may terminate this Agreement by providing a written notice to Licensee. Termination shall not affect the rights of either party under any other paragraph in this Agreement.

**4. SCOPE OF LICENSE.** The Premises shall be used solely for office space. 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.

**5. ACCESS.** The Licensee will be granted access to the Premises between 6:30 a.m. and 9:00 p.m., Monday through Friday, exclusive of holidays. The County will issue keycards to the Licensee to allow access to the Premises. The Licensee will pay an amount of \$25.00 to the County to replace any lost or damaged keycards.

**6. CARE AND CONDITION.** The Licensee shall be responsible for the Premises herein described, shall maintain the same in a neat and clean condition and shall return the same upon termination in as good a 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. The County is under no obligation to maintain, replace or repair any of its facilities or any other obligation not stated in this Agreement.

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.

This Agreement shall not limit any legal remedies of the County not stated herein. If the County is required to expend any money to enforce any of its rights, or to clean or renovate the Premises, such sum, including reasonable attorney's fees, shall be immediately due and payable to the County.

**7. UTILITIES.** The County agrees to pay for all utilities to the Premises. The County will provide phone and computer/data connections to the Premises for use by the Licensee. The Licensee will be responsible for all cost associated with phones, computer/data, and any Licensed equipment or other equipment for use by the Licensee.

**8. FURNISHINGS.** The County shall provide two (2) modular workstations for use by the Licensee, and the Licensee shall maintain the same in a neat and clean condition and shall return the same upon termination in as good a condition and repair as the same now are or may be put into, except for normal wear and tear.

**9. SIGNAGE.** County shall provide and place identifying signage on and about the Premises in accordance with County standards.

**10. 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.

**11. HOLD HARMLESS.** To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Licensee shall indemnify and hold harmless the County, its officers, officials, agents, volunteers and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to use of the Premises by the Licensee. In addition, the Licensee shall assume the defense of the County and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such use of the Premises: shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims.

This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Licensee, and the Licensee, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any Industrial Insurance act, including Title 51 RCW, other Worker's Compensation Act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County incurs any judgment, award and/or cost including attorney's fees arising from the provisions of this subsection, or to enforce the provisions of this subsection, any such judgment, award, fees, expenses and costs shall be recoverable from the Licensee.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

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.

## **12. INSURANCE**

**12.1. Licensee Furnished Coverages and Limits of Liability:** Licensee 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 License.~~

- 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 Licensee, the specification of any such minimum limits shall neither be (1) intended to establish a maximum limit of liability to be maintained by Licensee regarding this Agreement, nor (2) construed as limiting the liability of any of Licensee'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, Licensed 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 insurance limits of \$5,000,000 Each Occurrence and be no less broad than coverages described above.
- D. **Workers' Compensation** insurance securing Licensee'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 the Licensee's furniture, trade fixtures, equipment and inventory ("Business Personal Property") and all alterations, additions and improvements that Licensee makes to the Premises are insured throughout the License 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 Licensee'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.

#### **12.2. Terms and Conditions for Licensee's 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, and agents" as additional insureds. Licensee'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: Licensee'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. Licensee'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 the Licensee'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.
- C.** Licensee'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 Agreement 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 Licensee or reduced and/or offset against the Agreement.
- D.** 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 the Licensee 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."
- E. 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).
- F. 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 Licensee. 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 Licensee or a contracted third party claims administrator, Licensee 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.

### **12.3 Property Insurance Coverage and Limits.**

- A.** County will maintain at its expense Property Insurance or self-insurance under which the Premises, excluding Licensee's Business Personal Property and Tenant Improvements, ~~are insured throughout the License 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 (not including earthquake), 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. County's Property Insurance currently is subject to a \$100,000 deductible for most claims for which Licensee shall be responsible only to the proportional extent to which the loss or damage is attributable to Licensee's negligent acts that are, or should be, covered by Tenant's Fire/Tenant Legal Liability insurance.

- B. During such time as Licensee is engaged in the performance of the Improvements or other renovation of the Premises, the Licensee shall maintain in full force and effect "All Risks" Builder's Risk Property insurance or equivalent for the portion of the Premises under renovation, including fire and flood, on a replacement cost new basis subject to a deductible of no more than \$50,000 each loss. In the event of a claim under the builder's risk policy, Licensee or its contractor(s) shall be responsible for paying any deductible under the policy if Licensee or any of its agents, employees, or contractors is responsible for the loss or damage. It shall be Licensee's responsibility to properly coordinate with County Risk Management on the placement of Builder's Risk Property insurance prior to any new construction on, or structural alteration of, the Premises.

**12.4 Waiver of Subrogation.** Unless such waiver would void the property insurance coverage to be provided pursuant to this section, the County and Licensee waive all subrogation rights each may have against the other, or any subtenant, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the Premises, except such rights as they have to proceeds of such insurance held by the County or the Licensee or both as fiduciary. This waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, whether or not the person or entity paid the insurance premium directly or indirectly, and whether or not the person or entity has an insurable interest in the property damaged

**12.5 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 Licensee:

- A. Certification of insurance documenting compliance with the coverage, minimum limits and general requirements specified herein; and
- B. 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;
- C. A copy of the CGL insurance policy provision(s) and endorsements expressly including Snohomish County and its officers, elected officials, employees, and agents 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;
- D. The certificate holder shall be:  
**Snohomish County**  
**3000 Rockefeller Avenue, M/S 404**  
**Everett, WA 98201**

**12.6 Assumption of Property Risk.** The placement and storage of Licensee's Business Personal Property in or about the Premises shall be the responsibility, and at the sole risk, of Licensee.

**12.7 Adjustments of Claims:** The Licensee 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 Licensee under this Agreement.

**12.8 Licensee's Responsibility:** The procuring of the policies of insurance required by this Agreement shall not be construed to limit the Licensee's liability hereunder. Notwithstanding said

insurance, the Licensee shall be obligated for the full and total amount of any damage, injury or loss caused by negligence of the Licensee, or any of its agents, officers and employees or through use or occupancy of the Premises.

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

**14. NOTICES.** Notice as required by any term of this license agreement shall be given by registered or certified mail or electronic mail. Such communication or notice shall be deemed to have been given and received read receipt is received from electronic mail or when deposited in the United States Mail, property addressed, with postage prepaid. Such notice or communication shall be given as follows:

If to the County:                   **Snohomish County Property Management**  
                                                 **Attention: Carl Jorgensen**  
                                                 **3000 Rockefeller Avenue M/S 404**  
                                                 **Everett, WA 98201**  
                                                 **Telephone: 425.388.3400**  
                                                 **Fax: 425.388.7008**  
                                                 **Email: Carl.Jorgensen@snoco.org**

If to the Licensee:               Economic Alliance of Snohomish County  
                                                 **Attention: Olivia Maigel**  
                                                 **808 134<sup>th</sup> Street SW, Suite 101**  
                                                 **Everett, WA 98204**  
                                                 **Telephone: 425-743-4567**  
                                                 **Email: OliviaM@economicalliancesc.org**

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

**16. MODIFICATION.** This license agreement may only be modified in writing and such modification shall take effect only after such modification is duly executed by both parties.

**17. POSSESSORY LIEN.** In the event of default in payment, or breach of any other condition of this license 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.

**18. CONFLICTS BETWEEN ATTACHMENTS AND TEXT.** Should any conflict exist between any attached exhibit or schedule and the text of this license agreement, the text shall prevail.

**19. GOVERNING LAW, STIPULATION OF VENUE, AND ATTORNEY FEES.** This license 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.

**20. 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 contract constitutes a certification by the Licensee of the Licensee's compliance with the requirements of Chapter 2.460 SCC with respect to this license 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 license 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.

**21. 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.

**22. 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.

**23. 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.

County:

Licensee:

County Executive Ken Klein Date  
Executive Director

Ray Stephansen 7-15-2025  
Date

Approved as to form:

Insurance approval:

Guadamud, Rebecca  
Digitally signed by  
Guadamud, Rebecca  
Date: 2025.06.25 10:13:54  
-07'00'

Barker, Sheila  
Digitally signed by Barker, Sheila  
Date: 2025.06.25 10:21:07 -07'00'

Deputy Prosecuting Attorney

Risk Management