

**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 **SnoCope Credit Union, a Washington State corporation** (herein referred to as the "Licensee").

WITNESSETH

1. PREMISES. Approximately 6 square feet of space located on the first floor lobby of the Snohomish County Administration West Building, 3000 Rockefeller Avenue, Everett, Washington 98201 (the "Premises"), which is legally described as:

Account Number: 00439071500100

LOTS 1 THROUGH 30, INCLUSIVE, BLOCK 715, EVERETT LAND COMPANY'S FIRST ADDITION TO EVERETT, AS PER PLAT RECORDED IN VOLUME 3 OF PLATS ON PAGE 20, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; TOGETHER WITH VACATED NORTH-SOUTH ALLEY IN SAID BLOCK 715, AS VACATED BY CITY OF EVERETT ORDINANCE NO. 4163, RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NO. 1959238; AND TOGETHER WITH THE VACATED EAST-WEST ALLEY IN SAID BLOCK 715, AS VACATED BY CITY OF EVERETT ORDINANCE NO. 139-71, RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NO. 2197954.

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.

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

2. CONSIDERATION. The Licensee shall provide 24/7 public access to an automated teller machine (ATM) on the Premises.

3. TERM. The term of this Agreement shall be for a period of four (4) years, beginning January 1, 2022, and ending December 31, 2025 unless earlier terminated as provided in paragraph 12.

4. SCOPE OF LICENSE. The Premises shall be used solely for installation, operation, and maintenance of an automated teller machine (ATM). 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 as available between 8:00am and 5:00pm, Monday through Friday, exclusive of holidays.

6. CARE AND CONDITION. The Licensee shall be responsible for the acquisition, care, maintenance, and security of the ATM and related equipment located on the Premises during the term of this Agreement. The Licensee shall maintain the Premises in a neat and clean condition during the term of this Agreement and shall return the same after each use and 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 will pay for and provide sufficient electrical power for normal operation of the ATM, but the County shall in no event be held responsible for electrical power outages, interruptions, surges, spikes or similar phenomenon regardless of the cause.

The County will provide a dedicated phone line. The Licensee will pay for any repair fees to the phone line and be responsible for the monthly phone line fees.

8. HOLD HARMLESS. The Licensee agrees, to the maximum extent permitted by law, to indemnify and hold harmless 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, in connection with, or incidental to its use of the Premises. 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 its 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 or its Subcontractors, 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 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.

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 the event of litigation between the parties to enforce the rights under this subsection, reasonable attorney fees shall be allowed to the substantially prevailing party. In the event the County incurs attorney fees and/or costs in the defense of claims under this provision such attorney fees and costs shall be recoverable from the Licensee.

In addition, the County shall be entitled to recover from the Licensee its attorney fees and costs incurred to enforce the provisions of this section.

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.

9. INSURANCE. Licensee shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with exercise of the rights and privileges granted by this Agreement, by the Licensee, his agents, representatives, employees/subcontractors. The cost of such insurance shall be paid by the Licensee.

A. Minimum Scope and Limits of Insurance:

Lessee shall obtain insurance of the types described below.

- 1, Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover Premises and contractual liability with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
2. Property insurance: Licensee acknowledges the County maintains no property insurance on Licensee's property and improvements.

B. Other Insurance Provisions:

The insurance policies required in this Licensee are to contain to be endorsed to contain the following provisions for Commercial General Liability insurance.

1. Snohomish County, its officers, officials, agents and employees as additional insureds as respects liability arising out of activities performed by or on behalf of the Licensee in connection with this Agreement. Additional Insured Endorsement shall be CG 20 11, or its equivalent, shall be submitted as an attachment to the Certificate of Insurance.

C. Verification of Coverage

Licensee shall furnish the County with a Certificate(s) of Insurance and endorsement(s) required by this Agreement.

The Licensee's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Licensee to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available by law or in equity.

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

11. NOTICES. Notice as required by any term of this Agreement, or by law, 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. Such notice or communication shall be given as follows:

If to the County: **Snohomish County Property Management
Attention: Cherie Hutchins, Property Officer
3000 Rockefeller Avenue M/S 404
Everett, WA 98201
Telephone: 425.388.3400
Fax: 425.388.7008**

If to the Licensee: **SnoCope Federal Credit Union
Attention: Chad Seabury, VP of Operations/IS
3130 Rockefeller Avenue
Everett, WA 98206-0839
Telephone: 425.405.9973 ext. 135**

12. 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.
- B. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.
- C. Termination shall not affect the rights of the County under any other paragraph in this Agreement.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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 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.


18. 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.


19. 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.

20. 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 Date
Property Officer 7-28-2021

 6/23/21
SnoCope Credit Union Date

Approved as to form:

Insurance approval:

Rebecca J. Guadamud 06-28-2021
Deputy Prosecuting Attorney Date

Sheila Barker
Digitally signed by Sheila Barker
Date: 2021.06.28 12:46:33
-07'00'
Risk Management Date