

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



202006040301

LEASE Rec: \$111.50

6/4/2020 11:48 AM 9 PG

SNOHOMISH COUNTY, WA

**Lease – Child Advocacy Center
of Snohomish County at Dawson Place
1509 California Street
Everett, WA 98201**

This Lease is made this 27 day of May, 2020 between **Child Advocacy Center of Snohomish County at Dawson Place, a Washington non-profit coporation**, hereinafter referred to as the "Landlord", and **Snohomish County, a political subdivision of the State of Washington**, hereinafter referred to as "County".

WITNESS

1. PREMISES. Landlord does hereby lease to County, and County does hereby lease from Landlord, those certain premises known as the Child Advocacy Center of Snohomish County at Dawson Place located at 1509 California Street, Everett, WA 98201.

Account Numbers: 00439162401400

and legally described as: Lots 14, 15, and 16, Block 624, Plat of Everett, according to the plat thereof recorded in Volume 3 of Plats, page 32, records of the Auditor of the County of Snohomish, State of Washington.

Situate in the County of Snohomish, State of Washington.

Said leased premises are approximately **8,554** of the total 18,000 square feet of the entire building and as shown on the attached Exhibit A.

2. TERM. The term of this lease shall commence July 1, 2020, and end at midnight June 30, 2025.

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 that funds are not so appropriated, the County may terminate this lease without penalty or further obligation.

3. RENT. County leases said Premises for said period and agrees to pay a monthly rental on or before the first business day of each month as follows:

Term	Annual Square Foot Cost	Square Footage	Monthly Rent	Annual Rent
July 1, 2020 – June 30, 2021	\$18.42	8,554	\$13,130.39	\$157,564.68
July 1, 2021 – June 30, 2022	\$18.42	8,554	\$13,130.39	\$157,564.68
July 1, 2022 – June 30, 2023	\$18.79	8,554	\$ 13,394.14	\$160,729.66
July 1, 2023 – June 30, 2024	\$18.79	8,554	\$ 13,394.14	\$160,729.66
July 1, 2024 – June 30, 2025	\$19.17	8,554	\$13,665.02	\$ 163,980.18

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

Child Advocacy Center
of Snohomish County at Dawson Place
1509 California Street
Everett, WA 98201

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

4. USE. The County will occupy the Premises as general office use. The County and Landlord will share common areas including but not limited to meeting rooms, reception areas, lobbies, elevators, corridors, stairwells, kitchens, restrooms, and electrical and mechanical rooms, within the Premises. Landlord warrants the Premises as structurally fit for this purpose. County agrees that in the operation of the business to be conducted on said Premises and in any occupancy thereof, County shall comply with 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. County agrees not to use any machinery or equipment in the Premises that might be injurious to the building or that might cause noise or vibration that would be objectionable to other tenants. Upon termination of the lease, County shall quit and surrender the Premises in as good a state and condition as reasonable use and wear and tear thereof permit, damage by the elements, damage resulting from structural unfitness of the Premises for its intended use or other actions not caused by the County or its employees, agents, customers or invitees excepted.

5. ALTERATIONS AND FIXTURES. Landlord agrees to make, at Landlord's expense, any alterations that are necessary to keep in compliance with any Federal, State, County or City laws and regulations that are required for occupancy of the Premises, including all building and fire codes. Landlord agrees that in performing the tenant improvements 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 other alterations are generated for the use of the County only and not for the legal occupancy or to benefit other tenants or customers of the building, the County will pay for the alterations made within the leased space.

County agrees to make no alterations of the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld. Any such alterations to the Premises shall be made at the County's expense and shall become the property of the Landlord at the termination of the lease. Upon termination of this lease, County shall have the right to remove all movable improvements, furnishings and trade fixtures placed therein by the County that can be removed without material injury to the Premises, and will repair any damage to the Premises caused by such removal. The County will be allowed, within reasonable limits, to hang pictures, corkboards and install shelving to earthquake standards without being held responsible for damage to the Premises, and such damage shall be considered reasonable wear and tear.

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 County on the Premises and contracted for or agreed to by County, County 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 thereof 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 Landlord.

7. ADJUSTMENT OF TOTAL LEASED SPACE. The parties may mutually agree to reduce or increase the total amount of leased space. If Landlord desires to reasonably increase or decrease the leased space, Landlord will present a detailed letter and exhibits to County and County will review and provide written acceptance or denial. If the County desires to reasonably increase or decrease the leased space, County will present a detailed letter and exhibits to Landlord and Landlord will review and provide a written acceptance or denial. The increase or decrease in rent shall be based on the change in rented square feet. Any required tenant improvements or relocation expenses shall be paid for by the party requesting increase, decrease or relocation.

The signed letter and exhibits will be considered documents to generate an amendment to the lease and will be sent to the same parties as identified in paragraph 14.

8. HOLD HARMLESS CLAUSE. Each party hereto agrees to indemnify and hold harmless the other party, and its appointed and elected officials, officers, agents and employees, from any loss or claim for damages of any nature whatsoever, including claims by third parties or the indemnifying party's employee's from which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission on or about the premises or relating to this lease by the indemnifying party, its officers, assignees, agents, employees, invitees, contractors or subcontractors.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Landlord and the County or their respective elected or appointed officials, officers, employees, agents, or representatives, the County's liability hereunder shall only be to the extent of the County's negligence.

9. INSURANCE. The Landlord shall obtain, and maintain continuously for the term of this lease a) All-Risk Property Insurance covering the full value of the premises; and b) Primary Commercial General Liability Insurance with endorsements and/or other insurance to indemnify for all damage, loss, cost and expense arising out of the premises and/or actions by Landlord's officers, employees or agents. Minimum limit of coverage shall be for \$1,000,000 per occurrence for bodily injury and property damage. Claims-made policies will not be accepted and deductibles may require approval by the County Risk Manager. The Commercial General Liability insurance shall be endorsed to include Snohomish County, its officers, elected and appointed officials, officers, employees and agents as an additional insured, and shall not be reduced or canceled without thirty (30) days written prior notice to the County. The County is self-insured and will provide a letter signed and executed by an authorized agent indicating self-insurance limit, excess insurance and the limits thereof.

The Landlord shall provide a Certificate of Insurance and the additional insured endorsement to the County as evidence of coverage. Approval of insurance is a condition precedent to full execution of this lease.

10. HAZARDOUS WASTE. Landlord represents and warrants, to the best of its knowledge without special inquiry, that no hazardous wastes, hazardous substances, dangerous wastes or other contaminants, as defined in applicable federal, state and/or local statutes or

regulations ("Contaminants") are or have in the past been generated, treated or disposed on or at the Premises, and there have been no releases of Contaminants at the Premises. Landlord further represents and warrants that it has no reason to believe that Contaminants have in the past been generated, treated or disposed at the Premises. Landlord 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 or the Building, 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 Landlord when accrued.

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.

County covenants that it shall protect, hold harmless, indemnify and defend Landlord, 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 or the Building by the County 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 Landlord of any injunctive relief, including preliminary or temporary injunctive relief, applicable to the Landlord 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 Landlord when accrued.

Any generation, treatment, storage, release or disposal of Contaminants by Landlord, its employees or agents shall not fall within the scope of the foregoing indemnity.

11. SUBLETTING AND ASSIGNMENT. The County 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 Landlord which consent shall not be unreasonably withheld. If consent is once given by the Landlord to the assignment of this lease, or any interest therein, the Landlord 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 the County 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 of the 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.

12. 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 Landlord shall decide to discontinue the operation of the building as office space, which decision shall be communicated to the County 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,

Landlord 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 tenantable 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 that the Premises or any part thereof are not useable as contemplated in this agreement for over ninety (90) days due to the damage, County 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 Landlord shall forthwith terminate and County shall have no claim or interest in or to any award of damages for such taking.

13. WAIVER OF SUBROGATION. Landlord and County each mutually release the other from every right, claim and demand which may hereafter arise in favor of 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 Landlord or the County in or to the Premises or any property therein. Provided, however, that if at any time either Landlord or County can obtain a waiver of subrogation clause only for 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 an additional premium be either Landlord or County, and either party elects not to obtain a waiver of subrogation, this entire clause shall be null and void.

14. 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 Landlord, shall be addressed to Landlord at:

Child Advocacy Center of Snohomish County at Dawson Place
1509 California Street
Everett, WA. 98201
Attention: Lori Vanderburg, Executive Director
Phone: 425-789-3000
Email: Lori.Vanderburg@dawsonplace.org

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

Snohomish County
Property Management
3000 Rockefeller Ave. M/S 404
Everett, WA 98201
Attention: Cherie Hutchins, Property Officer
Telephone: 425-388-3400
FAX: 425-388-7008
Email: cherie.hutchins@snoco.org

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

15. MAINTENANCE, MANAGEMENT AND SERVICES. Landlord covenants and agrees with the County to provide and pay for public water, power, sewer, natural gas and garbage services for operation of the Premises to allow for twenty-four (24) hour, seven (7) days a

week operation. Landlord agrees to provide the following maintenance, management and services to the Premises during the County's occupancy of the Premises:

- a. Routine maintenance and repair of the building exterior and exterior operating systems.
- b. Routine maintenance and repair of the building interior and interior operating systems.
- c. Central heating and air conditioning to accommodate the County's leased space for a twenty-four (24) hour, seven (7) days a week operation.
- d. Management of the Premises.
- e. Routine maintenance and planting of landscaping on the premises.
- f. Janitorial services provided to the Premises.
- g. Building entrance security system.

The County shall pay directly to the appropriate provider for the following services to the Premises:

- a. Internet and communication lines serving the Premises solely for County use.
- b. Security systems and monitoring services provided to the Premises solely for County use.

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

16. ACCESS REPAIRS. No compensation shall be made to or claimed by County from Landlord 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. Landlord reserves the right to make repairs, alterations, connections or extensions when and where the same may be deemed by Landlord 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 Landlord to make any repairs, alterations, connections or extensions becoming necessary, in the reasonable opinion of Landlord, due to negligence of County, its appointed or elected officials, officers, employees, or agents.

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

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

19. DEFAULT. 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, 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.

20. 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.

21. ATTORNEY'S FEES. In the event of any action at law or in equity between Landlord and County to enforce any of the provisions, rights or obligations hereunder, the unsuccessful party to such litigation agrees to pay to the successful party all costs and expenses, including reasonable attorney's fees incurred therein by the successful party, and if such successful 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.

22. 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 Landlord of rent with knowledge of the breach of any of the terms, conditions, or covenants of this lease by County 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.

23. DELAYED POSSESSION. In the event of the inability of Landlord to deliver possession of the Premises for any reason whatsoever at the time of the commencement of the term of this lease, Landlord 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 County shall not be liable for any rent until such time as Landlord can deliver possession, and in the event that possession is delayed over ninety (90) days, County shall have the right to terminate this lease.

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

25. 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 "Landlord" and "County" 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.

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

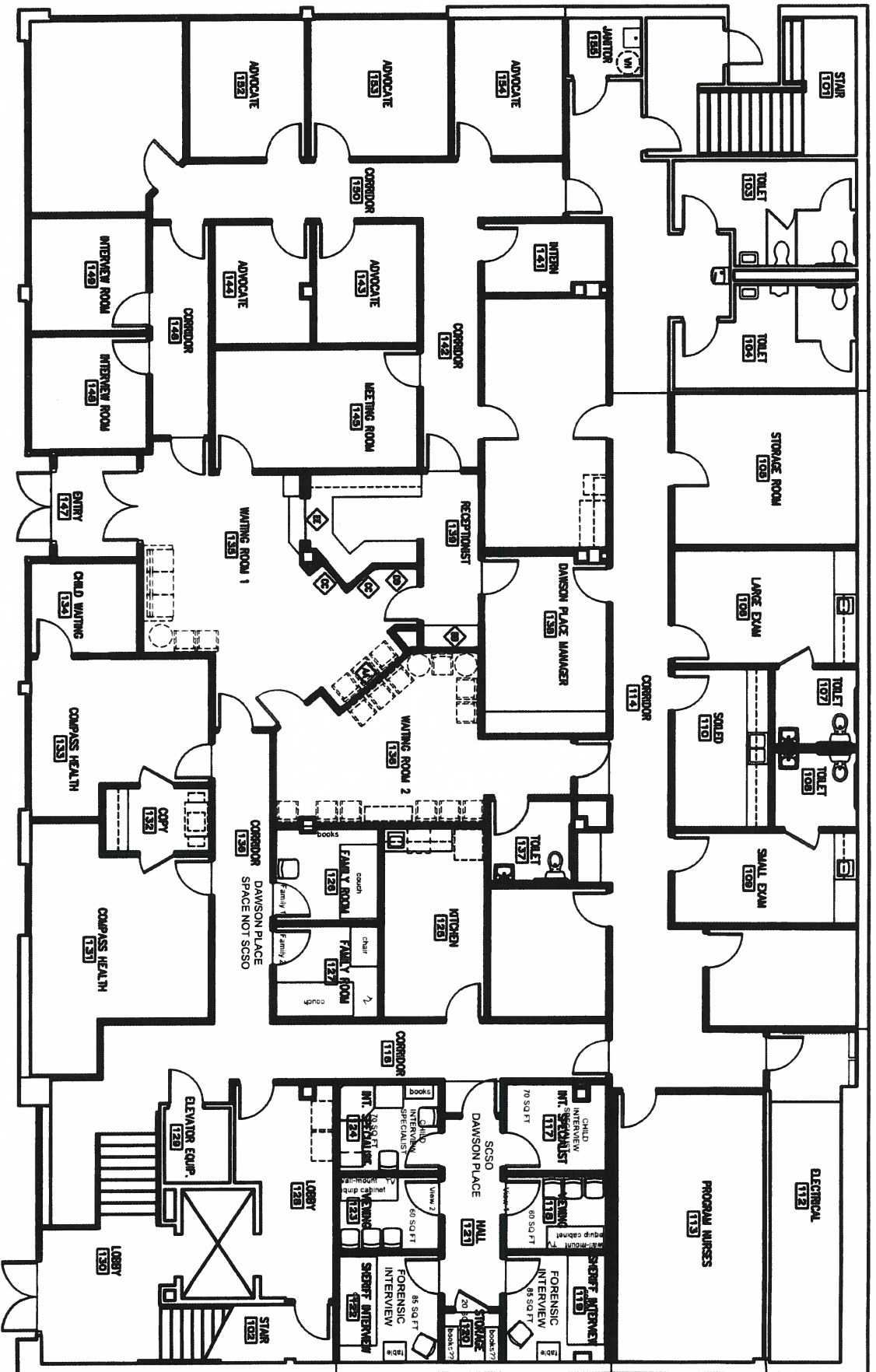
27. TAXES. Landlord shall be responsible for all real property taxes and assessments levied or assessed against the premises by any governmental entity, including any special assessments imposed on or against the premises for the construction or improvement of public works in, on or about the premises; provided, however, that the County 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.

28. RECORDING. County or the Landlord shall file this lease or a Memorandum Form thereof for recording with the County Auditor, Recording Division, Snohomish County, Washington. If a Memorandum Form of the lease is filed for recording, each party agrees to execute and return same promptly.

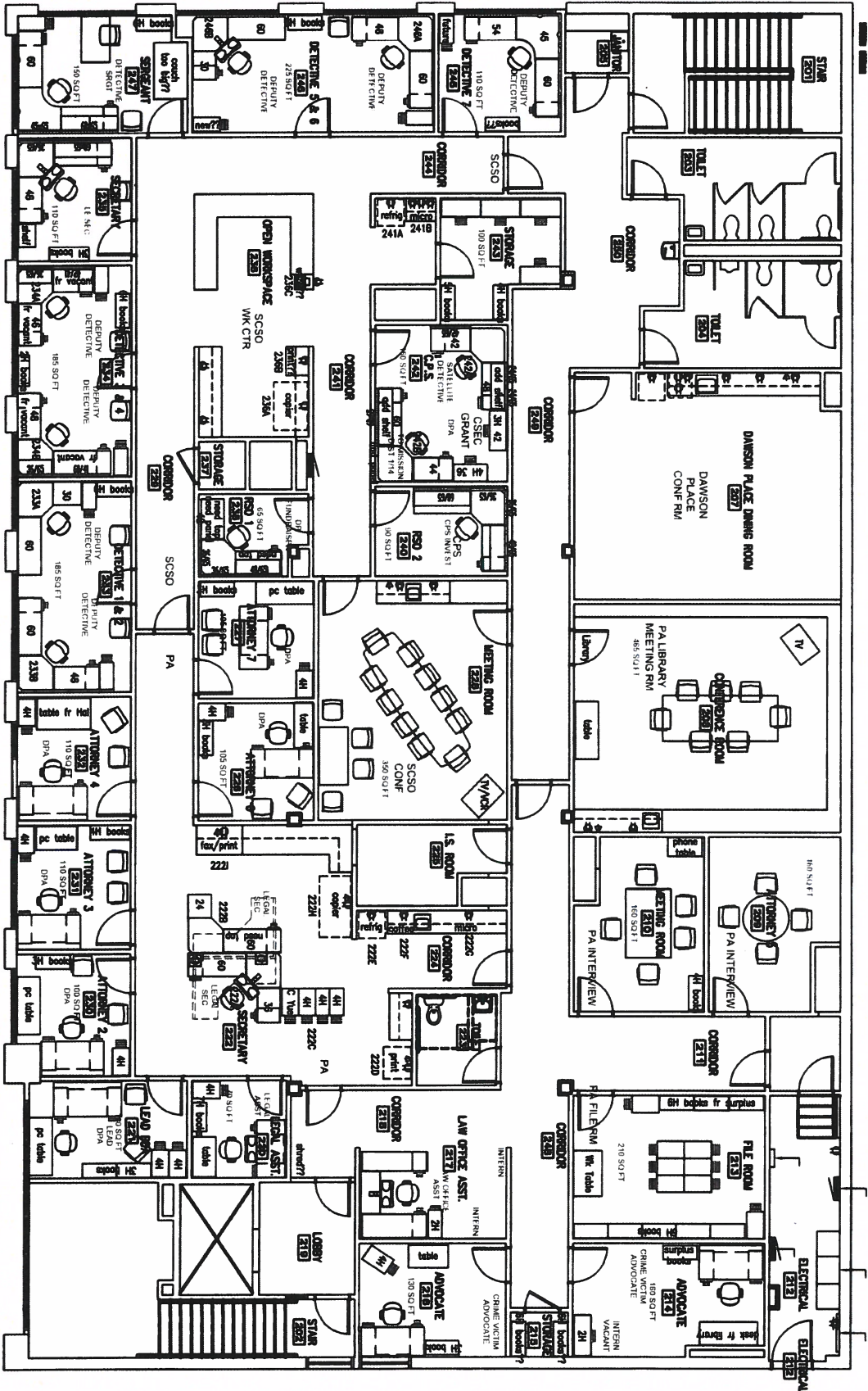
29. TIME. Time is of the essence of this agreement.

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

Exhibit A: Floor Plan



 DAWSON PLACE FLOOR PLAN 1 2015



DAWSON PLACE FLOOR PLAN 2 2015