

## EMERGENCY USE LICENSE AGREEMENT

This EMERGENCY USE LICENSE AGREEMENT (herein referred to as the “Agreement”) is dated and made effective as of January 1, 2026, between EVERETT SCHOOL DISTRICT #2, a Washington special purpose district, (herein referred to as “Licensor”) and Snohomish County, a political subdivision of the State of Washington, (herein referred to as “Licensee”). In consideration of covenants, conditions, performances, and promises hereinafter contained, the parties mutually agree as follows:

**1. PREMISES.** Licensor owns various real property sites throughout the cities of Everett and Mill Creek as well as within unincorporated Snohomish County (the “Property”). Licensor hereby grants to Licensee a license over Licensor’s Property as mutually agreed upon by the parties (either verbally or in writing, including by email, as the situation may demand) during a natural disaster, fire, flood, lockdown or other situation deemed an emergency event (an “Emergency Event”) (herein referred to as the “Premises”).

**2. CONSIDERATION.** The Licensee shall pay no fee as Licensee’s use of the Premises is considered a public benefit to the citizens of Snohomish County as follows: During an Emergency Event, the Licensee may access and use the Premises to provide emergency shelter and mass clinic services to individuals affected by the Emergency Event.

**3. TERM.** The term of this Agreement shall commence upon full execution by the Licensor and Licensee and end December 31, 2030, unless earlier terminated as provided in Section 13.

**4. CHANGE IN PREMISES.** Any change in the location or size of the Premises must be agreed upon in writing by the parties. No modification to the Premises shall be effective unless in writing and executed by the parties.

### **5. SCOPE OF LICENSE.**

5.1 Use. The Premises shall be accessed and used by Licensee, its employees, contractors, subcontractors, representatives, agents, guests, invitees, including without limitation, individuals affected by an Emergency Event, (collectively referred to as “County Users”), for the purposes of siting evacuation and emergency shelter, and mass clinic services during an Emergency Event. Licensee’s rights under this Agreement shall also include rights of ingress and egress over the Property to gain access to the Premises during an Emergency Event. Licensee will be responsible for providing all equipment required for its intended use of the Premises. Licensor shall not be bound by any warranty or representation as to the condition of the Premises or Property, or in any other manner except as stated herein. Licensee’s use of the Premises during an Emergency Event shall not be considered exclusive possession or control. Licensor may enter the Premises at any time for any purpose.

5.2 Licensee Obligations. During an Emergency Event, County shall:

- (i) Keep the Premises clean and in good working condition;
- (ii) keep the Premises free from the accumulation of garbage, waste or debris;
- (iii) not permit waste, nuisance nor allow any illegal activity to be permitted upon the Premises or Property;
- (iv) return the Premises to the Licensor in the same condition upon termination of Emergency Event, normal wear and tear excluded;
- (v) adhere to all Everett School District requirements barring weapons, alcohol, tobacco/marijuana/vaping from the Premises; and
- (vi) shall not place any items on, or directly in front of any entrance or exit on, or otherwise block ingress or egress to the Premises or Property.

5.3 Damage to Premises. Licensee will make every effort to avoid damage to the Premises during an Emergency Event. If damage does occur to the Premises during an Emergency Event by the Licensee, their contractors or County User's, the Licensor will assess the damage to the Premises caused by the Licensee, their contractors or County User's; repair the damage and bill the Licensee for the damage payable thirty (30) days after repair has been completed. The Licensor will provide invoices for the work and materials required to bring the Premises back to the original condition prior to the use of the Premises during an Emergency Event.

5.4 Liens. In the event the Premises shall at any time during the term of this Agreement become subject to any suit brought to enforce a lien or any statement of claim of lien filed to enforce a lien resulting from the furnishing of materials or labor to the Licensee on the Premises and contracted for or agreed to by the Licensee, the Licensee may contest such a lien by legal proceedings but shall, in that event, cause such a lien, at its sole cost, to be discharged within thirty (30) calendar 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 the Licensor.

**6. COUNTY USER PERSONAL PROPERTY.** The Licensor shall not be liable for any loss, damage or theft of County User's personal property, or any other personal property not owned by the Everett School District and located at the Premises during an Emergency Event. The County Users shall be solely responsible for securing their own personal property and are advised to take all necessary precautions to safeguard their belongings.

**7. MAINTENANCE, REPAIRS AND IMPROVEMENTS.** The Licensor shall not be required to make any modifications, replacements, improvements or repairs to the

Premises. The Licensor shall not be liable to Licensee or County Users should the Premises become unusable, uninhabitable, or if Licensor, in its sole discretion, deems the Premises unsafe for public use or occupancy during an Emergency Event.

**8. UTILITIES.** Licensee will be allowed to utilize the external power of Premises during an Emergency Event. Licensor shall not be liable to Licensee or any County User for any interruption or cessation of external power or any other utility at the Premises during an Emergency Event. Within sixty (60) days after the Premises has been vacated by the Licensee, the Licensor will prorate the cost for utilities during the Emergency Event and bill the Licensee for reimbursement of the same.

**9. HOLD HARMLESS.** Licensee shall protect, hold harmless, indemnify, and defend, at its own expense, the Licensor, its officers, employees, and agents from any loss or claim for damages of any nature whatsoever, including claims by third parties or by the Licensee's employees 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 Agreement by Licensee, its appointed or elected officials, officers, assignees, agents, employees, invitees, contractors or subcontractors. If a loss or claim is caused by or results from the concurrent negligence of the Licensee, its appointed or elected officials, officers, assignees, agents, employees, invitees, contractors or subcontractors and the Licensor, its officers, assignees, agents, employees, invitees, contractors or subcontractors, this clause shall be valid and enforceable only to the extent of the negligence of the Licensee, its appointed or elected officials, officers, assignees, agents, employees, invitees, contractors and subcontractors.

## **10. INSURANCE.**

**10.1. Licensor Insurance.** The Licensor shall maintain insurance coverage through the Washington Schools Risk Management Pool pursuant to RCW 48.62 et seq. for the duration of this Agreement.

**10.2 Licensee Insurance.** Licensee is a self-insured governmental entity that shall maintain self-insurance pursuant to Snohomish County Code 2.90 against claims for bodily injury or death, or damage to property which may arise from or in connection with Licensee's and/or the County User's use of the Premises for the duration of this Agreement. Licensee shall provide the Licensor with at least thirty (30) days prior written notice of any material change in the Licensee's self-funded program. Licensee shall provide the Licensor with a certificate of self-insurance as adequate proof of coverage upon request by Licensor. Should Licensee elect to cease self-insuring its liability exposures and purchase Commercial General Liability insurance, Licensee shall obtain a General Liability Insurance policy with a minimum limit of coverage for \$2,000,000 per occurrence and \$3,000,000 annual aggregate, as well as add the Licensor as an additional insured to such policy.

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

**12. NOTICES.** Notice as required by any term of this Agreement shall be given by registered or certified mail or fax. 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 Health Department  
   Attention: Health Department Director  
   3020 Rucker Avenue, Suite 306  
   Everett, WA 98201  
   Phone: (425) 339-8687

and to:                        Snohomish County Property Management  
   Attention: Property Officer  
   3000 Rockefeller Avenue M/S 404  
   Everett, WA 98201  
   Phone: (425) 388-3400  
   Fax: (425) 388-7008

If to Licensor:            Everett School District #2  
   Attention: Chief Operating Officer  
   PO Box 2098  
   Everett, WA 98201  
   Phone: (425) 385-4190  
   Fax: (425) 385-4012

**13. TERMINATION.** Either party may terminate this Agreement by providing sixty (60) days prior written notice to the other party.

**14. AUTHORITY.** Each party to this Agreement represents and warrants to the other party that it has the full right, power, and authority to enter into and perform its obligations under this Agreement and that, by engaging in this Agreement, such party is not in breach of any obligation to any third party.

**15. LOCAL, STATE OR FEDERAL EMERGENCY.** The parties hereto acknowledge and agree that in the event an emergency is declared pursuant to RCW 38.52 et seq. or other local, state or federal legal authority, then to the extent that local, state or federal law applicable in such emergency contradicts or differs from the rights of the parties as set forth in this Agreement, then such law(s) shall control the rights, duties and obligations of the parties and shall supersede this Agreement.

**16. REMEDIES.** The rights and remedies of the and the parties under this Agreement are cumulative, and either party may enforce any of its rights or remedies under this Agreement or other rights and remedies to it at law or in equity.

**17. PUBLIC RECORDS.** This Agreement and all public records associated with this Agreement shall be available from Licensee 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 Licensor are needed for the Licensee to respond to a request under the Act, as determined by the Licensee, Licensor agrees to make them promptly available to the Licensee. If Licensor considers any portion of any record provided to the Licensee under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, Licensor shall clearly identify any specific information that it claims to be confidential or proprietary. If Licensee receives a request under the Act to inspect or copy the information so identified by Licensor and the Licensee determines that release of the information is required by the Act or otherwise appropriate, the Licensee's sole obligations shall be to notify Licensor (a) of the request and (b) of the date that such information will be released to the requester unless Licensor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If Licensor fails to timely obtain a court order enjoining disclosure, the Licensee will release the requested information on the date specified. Neither party has, and by this section assumes, any obligation on behalf of the other party to claim any exemption from disclosure under the Act. Neither party shall not be liable to the either party for releasing records not clearly identified by the other party as confidential or proprietary. Neither party shall be liable to the other party for any records released in compliance with this section or in compliance with an order of a court of competent jurisdiction.

**18. AMENDMENTS AND WAIVER.** No waiver will be effective under this Agreement except by an amendment expressly in writing identifying the rights waived and signed by the authorized representative of the party to be bound thereby. Without limiting the generality of the foregoing, the Licensee or Licensor will not be deemed to modify any term or waive any right or remedy under this Agreement by failing to insist on compliance with any of the terms of this Agreement or by failing in one or more instances to exercise any right hereunder.

**19. MISCELLANEOUS.** Each addendum and exhibit associated with this Agreement is hereby incorporated by reference, as if fully set forth herein. If any provision of this Agreement is determined to be unenforceable in any jurisdiction, the parties intend that this Agreement be enforced in such jurisdiction as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced in such jurisdiction to the extent that they are enforceable, and further agree to substitute for the invalid provision a valid provision (with respect to such jurisdiction) which most closely approximates the intent and economic effect of the invalid provisions. The section headings of this Agreement are for convenience only and have no interpretive value. References to currency or "\$" in this Agreement refer to the United States of America dollar unless otherwise expressly noted. The use of the word "including" and similar terms in this Agreement will be construed without limitation. References in this Agreement to "business days" will refer to each day other than a Saturday or Sunday or a day that commercial banking institutions in Snohomish County, Washington are authorized or required by law to remain closed. Each party and its counsel have reviewed and jointly participated in the

establishment of this Agreement. No rule of strict construction or presumption that ambiguities will be construed against any drafter will apply, and no presumptions will be made or inferences drawn because of the final inclusion of a term not contained in a prior draft or the final election of a term contained in a prior draft. Except as expressly set forth in this Agreement with respect to the parties, who are intended third party beneficiaries of this Agreement, the terms and conditions of this Agreement will apply solely for the benefit of the parties hereto (including their permitted successors and assigns), and nothing under this Agreement will give any third party any benefit, right or remedy hereunder.

**20. RELATIONSHIP OF THE PARTIES.** Nothing in this Agreement is to be construed as creating an agency, partnership, or joint venture relationship between the parties, and neither party will be entitled to act on behalf of or bind the other in any manner, except to the extent expressly set forth in this Agreement (if at all).

**21. GOVERNING LAW AND STIPULATION OF VENUE.** 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.

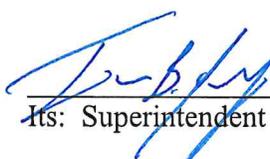
**22. SEVERABILITY.** Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

**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.

**SNOHOMISH COUNTY:**

**EVERETT SCHOOL DISTRICT #2:**

\_\_\_\_\_  
Its: County Executive

  
\_\_\_\_\_  
Its: Superintendent

Approved as to form:

Insurance Approval:

\_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
Risk Management