

# EXHIBIT

## H.

Snohomish County Courthouse  
Lease Agreement SCBA and  
Historical Agreements with  
Media

**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 **Snohomish County Bar Association, a Washington Non-Profit Corporation**, (herein referred to as the "Licensee").

**WITNESSETH**

**1. PREMISES.** Office space amounting to approximately 200 rentable square feet located on the second floor (Rooms C-203 and C-204) of the Snohomish County Courthouse Building, 3000 Rockefeller Avenue, Everett, Washington 98201 (the "Premises"), which is legally described as:

**Account Number: 00439171600000**

**ALL OF BLOCK 716, TOGETHER WITH THE WEST HALF OF VACATED ROCKEFELLER STREET LYING ADJACENT TO AND ABUTTING SAID BLOCK AND TOGETHER WITH VACATED ALLEY WITHIN SAID BLOCK, PLAT OF EVERETT**

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 Director 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 AND LEASEHOLD TAX.** The Licensee shall pay an annual license fee of \$2,376.00 (\$11.88 per square foot), due on January 1, of each year.

<b>Year</b>	<b>Rates</b>	<b>Total Square Feet</b>	<b>Annual License Fee</b>
2014	\$ 12.02	200	\$2,404.00
2015	\$12.02	200	\$2,404.00

In addition to the license fee referenced above in this section the Licensee will be responsible for an annual payment of leasehold excise tax required under Chapter 82.29 RCW in the amount of \$308.67 due on January 1, of each year.

If any 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 Avenue M/S 404  
Everett, WA 98201**

**3. TERM.** The term of this Agreement shall be for a period of two years, beginning January 1, 2014, and ending December 31, 2015 unless earlier terminated as provided in paragraph 13. In addition, and provided that this Agreement is in good standing and not in default, the Licensee may extend the term of this Agreement for two (2) one-year (1-yr) option terms. The Licensee shall notify the County of the Licensee's intention to exercise an option term no later than three (3) months before the expiration of the current term. The Licensee's failure to exercise any option to extend will nullify the remaining options to extend. The Agreement during any option term shall be on the same terms and conditions as the initial term.

**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.

**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 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 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 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.

**10. 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 or 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.

**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. Such notice or communication shall be given as follows:

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

If to the Licensee:                   **Snohomish County Bar Association  
Joyce Wood  
PO Box 5429  
Everett, WA 98206  
Telephone: 425.388.3056**

**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.
- B. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.
- C. 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.
- D. 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.

**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. 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:   
County Executive \_\_\_\_\_ Date: 9/5/13  
**MARK ERICKS**  
Deputy County Executive

LICENSEE:   
\_\_\_\_\_  
Date: 7/31/13

COUNCIL USE ONLY  
Approved: 9-4-13  
Docfile: D-5

Approved as to form:

  
07-22-13  
Deputy Prosecuting Attorney

Insurance approval:

  
8-2-13  
Risk Management

**LICENSE AGREEMENT  
OFFICE SPACE  
SNOHOMISH COUNTY**

This office space license agreement is between **Snohomish County, a political subdivision of the State of Washington**, herein referred to as the "County" and **Snohomish County Bar Association, a Washington Non-Profit Corporation**, herein referred to as the "Licensee".

**WITNESSETH**

**1. PREMISES.** Office space amounting to approximately 200 rentable square feet located on the second floor (Rooms C-203 and C-204) of the Snohomish County Courthouse Building, 3000 Rockefeller Avenue, Everett, Washington 98201, which is legally described as:

**Account Number: 00439171600000  
ALL OF BLOCK 716, TOGETHER WITH THE WEST HALF OF VACATED ROCKEFELLER  
STREET LYING ADJACENT TO AND ABUTTING SAID BLOCK AND TOGETHER WITH  
VACATED ALLEY WITHIN SAID BLOCK, PLAT OF EVERETT**

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 detailed letter and exhibits to Licensee and Licensee will review and provide written acceptance or denial. If the Licensee desires to reasonably relocate, decrease, or increase the licensed space, Licensee will present a detailed 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 license agreement that the Snohomish County Facilities Management Director 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 License Agreement.

**2. CONSIDERATION AND LEASEHOLD TAX.** The Licensee shall pay an annual license fee of \$2,376.00 (\$11.88 per square foot), due on January 1, of each year.

<b>Year</b>	<b>Rates</b>	<b>Total Square Feet</b>	<b>Annual License Fee</b>
2012	\$ 11.88	200	\$2,376.00
2013	\$11.88	200	\$2,376.00

In addition to the license fee referenced above in this section the Licensee will be responsible for an annual payment of leasehold excise tax required under Chapter 82.29 RCW in the amount of \$305.08 due on January 1 of each year.

If any 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 Avenue M/S 404  
Everett, WA 98201**

**3. TERM.** The term of this license shall be for a period of two years, beginning January 1, 2012, and ending December 31, 2013. This license may be terminated by either party with 30 days written notice. A pro rata portion of the license fee shall be refunded or credited toward amounts owing the County if the license is terminated by the County for any reason except for license payment being late as stated in Paragraph 2. 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 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.

**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 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 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.** 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 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 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.

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, Snohomish 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.

**10. INSURANCE.** At execution of this Agreement, the Licensee, at its' own cost, shall have procured and will maintain for the duration of this Agreement, insurance as specified in the Minimum Scope and Limits of Insurance. The Licensee shall furnish the County with certificates of insurance and endorsements required by this Agreement. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

Each insurance policy shall be written on an "occurrence" form.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Licensee under this Agreement. The Licensee shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

**A. Minimum Scope and Limits of Insurance.**

The Licensee shall maintain limits no less than:

1. **General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies

with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition.

2. **Workers' Compensation: Statutory requirements of the State of residency**

**B. Other Insurance Provisions and Requirements.**

The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of use of the premises by the Licensee in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, CG2011 or its equivalent is required.

The Licensee's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Licensee's liability to the County and shall be the sole responsibility of the Licensee.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after thirty (30) calendar days prior written notice has been given to the County.

Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VII, unless otherwise approved by the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Licensee shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

**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, properly addressed, with postage prepaid. Such notice or communication shall be given as follows:

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

If to the Licensee: **Snohomish County Bar Association**  
**Joyce Wood**  
**PO Box 5429**  
**Everett, WA 98206**  
**Telephone: 425.388.3056**

**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.

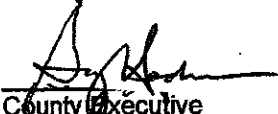
**16. GOVERNING LAW, STIPULATION OF VENUE, AND ATTORNEY FEES.** This agreement shall be governed by the laws of the State of Washington and the parties stipulate that any lawsuit regarding this agreement must be brought in Snohomish County, Washington. The prevailing party in any lawsuit brought to enforce 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.

County:

*per:*   
County Executive 8/30/11  
Date

**GARY HAAKENSON**  
Deputy County Executive

Licensee:

  
6-22-11  
Date

Approved as to form:

  
Deputy Prosecuting Attorney

Insurance approval:

  
6/24/11  
Risk Management

COUNCIL USE ONLY	
Approved:	<u>8-24-11</u>
Docfile:	<u>D-1</u>

**LICENSE AGREEMENT  
OFFICE SPACE  
SNOHOMISH COUNTY**

This office space license agreement is between **Snohomish County**, herein referred to as the "**County**" and **The Daily Herald Company**, herein referred to as the "**Licensee**".

**WITNESSETH**

**1. PREMISES.** Office space amounting to approximately 100 rentable square feet located on the third floor (Room 300G) and 2 (two) square feet for a two way radio system located in the Penthouse of the Snohomish County Courthouse Building, 3000 Rockefeller Avenue, Everett, Washington 98201, which is legally described as:

**Account Number: 00439171600000**

**ALL OF BLOCK 716, TOGETHER WITH THE WEST HALF OF VACATED ROCKEFELLER  
STREET LYING ADJACENT TO AND ABUTTING SAID BLOCK AND TOGETHER WITH  
VACATED ALLEY WITHIN SAID BLOCK, PLAT OF EVERETT**

The County may relocate the licensed space to other space within the Snohomish County Courthouse Complex by providing the Licensee 30 days written notice.

**2. CONSIDERATION.** The Licensee shall pay an annual license fee of \$1,170.96 (\$11.48 per square foot), due on January 1, of each year.

Year	Rates	Square Feet	Annual License Fee
2006	\$ 11.48	102	\$1,170.96
2007	\$11.48	102	\$1,170.96

If any 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 Avenue M/S 404  
Everett, WA 98201**

**3. TERM.** The term of this license shall be for a period of twenty-four months, beginning January 1, 2006, and ending December 31, 2007. This license may be terminated by either party with 30 days written notice. A pro rata portion of the license fee shall be refunded or credited toward amounts owing the County if the license is terminated by the County for any reason except for license payment being late as stated in Paragraph 2. Termination shall not affect the rights of either party under any other paragraph in this agreement.

The parties may mutually agree to relocate, reduce or increase the total amount of licensed space. If the County desires to reasonably relocate, increase or decrease the licensed space, the County will present a detailed letter and exhibits to Licensee and Licensee will review and provide written acceptance or denial. If the Licensee desires to reasonably increase or

decrease the licensed space, Licensee will present a detailed letter and exhibits to the County and the County will review and provide a written acceptance or denial. Any 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 license that the Snohomish County Facility Management Director has the authority to accept or deny any relocations, increases or decreases in the space for the County.

The signed letter and exhibits will be considered documents to generate an amendment to the license and will be sent to the same parties as identified in paragraph 12.

**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.

**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 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 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.** Licensee's use of the premises hereunder shall be at Licensee's own risk. The Licensee shall assume the risk of, and be liable for all damage, loss, cost and

expense of any party arising out of Licensee's use of the premises, or actions or omissions of Licensee's agents, employees, or volunteers, except that solely caused by the negligence or willful misconduct of Snohomish County and its employees acting within the scope of their employment. The Licensee shall protect, save harmless, indemnify, and defend, at its own expense, Snohomish County, its elected and appointed officials, officers, employees and agents from any loss or claim for damages of any nature whatsoever arising out of the performance of this agreement or use of the licensed premises, including claims by third parties or licensee's employees to which it would otherwise be immune under Title 51 RCW or other law, except for those damages solely caused by the negligence or willful misconduct of Snohomish County, its elected and appointed officials, officers, employees or agents. The Licensee's duties shall include, but not be limited to, investigating, adjusting and defending all claims alleging loss as described within this paragraph.

**10. INSURANCE.** The Licensee shall obtain, and maintain continuously for the term of this license, Comprehensive General Liability Insurance with endorsements and/or other insurance to indemnify for the activities and services of this license. Minimum limit of coverage shall be \$1,000,000 combined single limit.

Such insurance shall be endorsed to include Snohomish County, its officers, elected and appointed officials, agents and employees as an additional insured, and shall not be reduced or canceled without thirty days written prior notice to the County.

Such insurance shall be endorsed to include a "cross liability", "severability of interest", or "separation of insureds" indicating essentially that "except with respect to the limits of insurance, and any rights or duties specifically assigned in the coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought".

If coverage is on a claims made form, the retroactive date shall be prior to or coincident with the date of this license, and the policy shall state that coverage is claims made, and state the retroactive date. Claims made form coverage shall be maintained by the Licensee for a minimum of three years following the termination of this license. The Licensee shall annually provide the County with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically unfeasible (i.e. premiums quoted exceed ten percent of the limits of liability) the Licensee shall execute a form of guarantee acceptable to the County to assure financial responsibility for potential liability.

The Licensee shall provide to the County for review and approval a certificate of insurance of the policy as evidence of insurance protection provided as a condition precedent to execution of this agreement.

**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, 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, properly addressed, with postage prepaid. Such notice or communication shall be given as follows:

If to the County: **Snohomish County Property Management  
3000 Rockefeller Avenue M/S 404  
Everett, WA 98201  
Telephone: 425.388.3400  
Fax: 425.388.3828**

If to the Licensee: **The Daily Herald Company**  
**Attention: Dan Amundsen**  
**PO Box 930**  
**Everett, WA 98206-0930**  
**Telephone: 425.339.3085**

**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. 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.

County: \_\_\_\_\_  
County Executive \_\_\_\_\_  
Date: 10/31/05  
**MARK SOINE**  
Deputy Executive

Licensee: \_\_\_\_\_  
Date: 9/28/05

Approved as to form:  
\_\_\_\_\_  
Deputy Prosecuting Attorney

Insurance approval:  
\_\_\_\_\_  
Risk Management

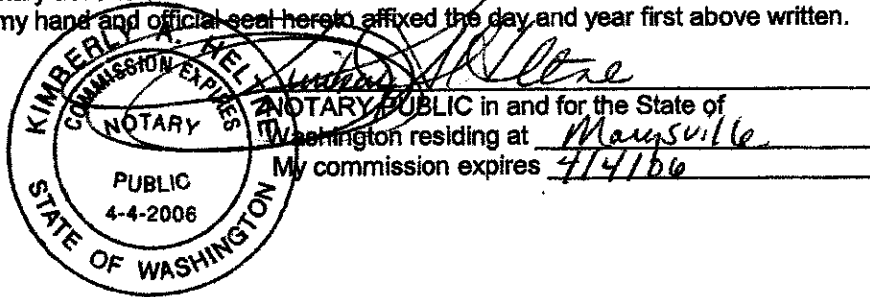
D-2



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

On this 24<sup>th</sup> day of September, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Allen B. Funk, to me known to be the individual described in and who acknowledged to me the said instrument to be for the uses and purposes therein mentioned, and signed said instrument on behalf of The Daily Herald, as its free and voluntary act and deed.

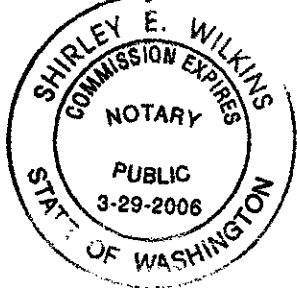
WITNESS my hand and official seal hereto affixed the day and year first above written.



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

On this 31<sup>st</sup> day of October, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mark Sane, to me known to be the Deputy Executive of Snohomish County and acknowledged to me the said instrument to be for the uses and purposes therein mentioned, and signed said instrument on behalf of Snohomish County as its free and voluntary act and deed.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Shirley E. Wilkins  
NOTARY PUBLIC in and for the State of  
Washington residing at Everett wa.  
My commission expires 3-29-06

# EXHIBIT

## I.

Washington State Supreme  
Court Civil Rule CR65

RULE 65  
INJUNCTIONS

(a) Preliminary Injunction.

(1) Notice. No preliminary injunction shall be issued without notice to the adverse party.

(2) Consolidation of Hearing With Trial on Merits. Before or after the commencement of the hearing of an application for a preliminary injunction, the court may order the trial of the action on the merits to be advanced and consolidated with the hearing of the application. Even when this consolidation is not ordered, any evidence received upon an application for a preliminary injunction which would be admissible upon the trial on the merits becomes part of the record on the trial and need not be repeated upon the trial. This subsection shall be so construed and applied as to save to the parties any rights they may have to trial by jury.

(b) Temporary Restraining Order; Notice; Hearing; Duration. A temporary restraining order may be granted without written or oral notice to the adverse party or his attorney only if (1) it clearly appears from specific facts shown by affidavit or by the verified complaint that immediate and irreparable injury, loss, or damage will result to the applicant before the adverse party or his attorney can be heard in opposition, and (2) the applicant's attorney certifies to the court in writing the efforts, if any, which have been made to give the notice and the reasons supporting his claim that notice should not be required. Every temporary restraining order granted without notice shall be endorsed with the date and hour of issuance; shall be filed forthwith in the clerk's office and entered of record; shall define the injury and state why it is irreparable and why the order was granted without notice; and shall expire by its terms within such time after entry, not to exceed 14 days, as the court fixes, unless within the time so fixed the order, for good cause shown, is extended for a like period or unless the party against whom the order is directed consents that it may be extended for a longer period. The reasons for the extension shall be entered of record. In case a temporary restraining order is granted without notice, the motion for a preliminary injunction shall be set down for hearing at the earliest possible time and takes precedence over all matters except older matters of the same character; and when the motion comes on for hearing the party who obtained the temporary restraining order shall proceed with the application for a preliminary injunction and, if he does not do so, the court shall dissolve the temporary restraining order. On 2 days' notice to the party who obtained the temporary restraining order without notice or on such shorter notice to that party as the court may prescribe, the adverse party may appear and move its dissolution or modification and in that event the court shall proceed to hear and determine such motion as expeditiously as the ends of justice require.

(c) Security. Except as otherwise provided by statute, no restraining order or preliminary injunction shall issue except upon the giving of security by the applicant, in such sum as the court deems proper, for the payment of such costs and damages as may be incurred or suffered by any party who is found to have been wrongfully enjoined or restrained. No such security shall be required of the United States or of an officer or agency thereof. Pursuant to RCW 4.92.080 no security shall be required of the State of Washington, municipal corporations or political subdivisions of the State of Washington. The provisions of rule 65.1 apply to a surety upon a bond or undertaking under this rule.

(d) Form and Scope. Every order granting an injunction and every restraining order shall set forth the reasons for its issuance; shall be specific in terms; shall describe in reasonable detail, and not by reference to the complaint or other document, the act or acts sought to be restrained; and is binding only upon the parties to the action, their officers, agents, servants, employees, and attorneys, and upon those persons in active concert or participation with them who receive actual notice of the order by personal service or otherwise.

(e) Statutes. These rules are intended to supplement and not to modify any statute prescribing the basis for obtaining injunctive relief. These rules shall prevail over statutes if there are procedural conflicts.

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