

**CLARK COUNTY  
STAFF REPORT**

**DEPARTMENT:** Community Services  
**DATE:** 07/18/16  
**REQUESTED ACTION:** That the County Manager approve a 12-month lease agreement with Dixon Square Building, LLC.  
     Consent         Hearing      X   County Manager

**BACKGROUND**

This is a renewal of a 12-month grant-funded lease agreement for Clark County’s Battle Ground Prevention Alliance. The monthly rent for this office is \$435, resulting in a total cost of \$5,220 annually.

This lease is entirely funded by a Drug Free Communities grant. The Substance Abuse and Mental Health Administration (SAMSHA) awarded Clark County a Drug Free Communities grant in September 2014 for the Prevent Together: Battle Ground Prevention Alliance. The primary objective of Prevent Together is to operate as a prevention resource center that responsively meets the needs of community individuals or organizations thorough interagency collaboration. The coalition strives to provide the most effective resources that strengthen and improve the safety and health of each community member, and reduce the use of drugs and alcohol throughout the community. Prevent Together coordinates and implements comprehensive prevention service referrals, training, education, public relations and support activities with sensitivity to individual or organization requests.

- This is a new project
- This is a continuation of an existing project

**COUNCIL POLICY IMPLICATIONS**

There are no known Council policy implications.

**ADMINISTRATIVE POLICY IMPLICATIONS**

There are no known administrative policy implications.

**COMMUNITY OUTREACH**

N/A

**BUDGET IMPLICATIONS**

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

**BUDGET DETAILS**

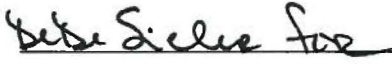
Local Fund Dollar Amount	\$0
Grant Fund Dollar Amount	\$5,220 (Drug Free Communities Grant -- CFDA No. 93.276)
Account	Fund 1954 -- Substance Abuse
Company Name	Dixon Square Building, LLC (Contract 2016-BH1-05)

**DISTRIBUTION:**

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>

For questions please contact DeDe Sieler at 360-397-2130.

 07/15/16  
 Lynn Mueller, Senior Management Analyst

  
 Vanessa Gaston, Director

**APPROVED:** \_\_\_\_\_  
**CLARK COUNTY, WASHINGTON**  
**BOARD OF COUNTY COUNCILORS**

DATE: \_\_\_\_\_

SR# \_\_\_\_\_

**APPROVED:**   
 Mark McCauley, County Manager

DATE: 7/25/16

**BUDGET IMPACT ATTACHMENT – NONE**

**Part I: Narrative Explanation**

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

**Part II: Estimated Revenues**

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
<b>Total</b>	\$0	\$0	\$0	\$0	\$0	\$0

II. A – Describe the type of revenue (grant, fees, etc.)

**Part III: Estimated Expenditures**

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
<b>Total</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual						
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
<b>Total</b>	\$0	\$0	\$0	\$0	\$0	\$0

## LEASE AGREEMENT

This LEASE, made and entered into this **1st day of July, 2016** between **Dixon Square Building, LLC**, hereinafter called "Landlord," and **Clark County, Department of Community Services**, hereinafter called "Tenant". Authorized occupant is **Kathy Deschner, Prevent Together: Battle Ground Prevention Alliance Coalition Drug Free Communities Grant**. The word "Tenant(s)" hereinafter refers to co-Tenant(s) as well.

### WITNESSETH:

That Landlord hereby leases to Tenant, and Tenant leases from Landlord, those certain premises consisting of approximately 200 rentable square feet for both suites at the following address or location:

**105 W. Main Street, Suite 204 & 204A, Battle Ground, WA 98604**

hereinafter referred to as the "Premises" which is a portion of a larger building which is situated on property more particularly described on Exhibit "A" attached hereto.

1. EXHIBITS: The following exhibits are attached hereto and by this reference made a part of this
  - A. Exhibit "A" - Legal description of property
  - B. Exhibit "B" - Rules and Regulations
2. SITE PLAN CHANGES/SALE: Landlord reserves the right to make such changes in the site plan as in its sole discretion may become desirable and from time to time, sell or dispose of a portion of the property described on Exhibit "A" or add thereto by purchase.
3. USE: Tenant shall use and occupy the Premises solely for the legal operation of business as it now conducts in Washington which business is generally described as follows: **Clark County, Prevent Together: Battle Ground Prevention Alliance Coalition Drug Free Communities Grant**
4. REVIEW: It is agreed and understood that each party hereto has been advised to seek independent review of this Lease and all documents associated herewith by competent legal counsel.
5. TERM: The term of this lease shall be as follows. This Lease shall begin on **July 1, 2016** and shall terminate on **June 30, 2017**.
6. RENTAL: The rental during the term of this Lease, all of which shall be unconditionally payable without offset to Landlord, shall be as follows:

A. The monthly rent for the space shall be as outlined below:

**7/01/2016 – 6/30/2017**

**\$435.00 per month**

- B. In addition to the foregoing rent, Tenant shall pay a late charge of \$50.00 or 10 % of the amount due, whichever is greater, if rent is received by the Landlord later than midnight on the 6<sup>th</sup> day of the month. All rent payments are due on the 1st day of the month.
- C. Monument Signage Rental: Tenant will not be charged for use of advertising space on the monument sign for the duration of this lease.

7. **OPTION TO RENEW:** Tenant is hereby given the **option to renew the Lease for an additional one to five year term**. Said option shall be exercised by the giving of not less than **three (3) months written notice** prior to the expiration of the term of the lease, provided Tenant is not in default of any covenant herein at the time of the exercise of the option.
8. **DEPOSIT OF RENT:** Tenant has on deposit with Landlord the sum of **\$460.00**, which represents a security deposit of **\$435.00**, which will be held until the last month's rent is received and no later than 30 days after the premises are vacated, and a key deposit of **\$25.00 (1 set)**. Said deposits are being given to secure the faithful performance by Tenant of all the terms, covenants and conditions of this Lease by Tenant to be kept and performed during the term hereof. Deposits are refundable, less any outstanding charges, at the termination of the lease and key surrender. Tenant agrees that if Tenant shall fail to pay the rent promptly when due, said deposit may, at the option of Landlord, be applied to any rent due and unpaid, and if Tenant violates any of the other terms, covenants and conditions of the Lease, said deposit shall be applied without limiting Landlord's legal remedies to any damages suffered by Landlord as a result of Tenant's default to the extent of the amount of damages suffered.
9. **ACCESS TO THE BUILDING:** A keyless entry system is installed on the main entrance door to the building. Access to the building will be provided through this door only. All doors are available for exiting the building. Tenants are not allowed to prop any doors open or allow any individuals access through any door other than the main entrance door.

This security system will automatically lock and unlock the building door. The building will remain unlocked from 8:00 am – 5:00 pm Monday-Friday. Tenants with appointments before or after these hours will find it necessary to meet their clients at the main entrance door and escort them into the building. Tenants must access the building using their key cards between the hours of 5:00 pm and 8:00 am Monday through Friday, and all day Saturday and Sunday. The landlord reserves the right to change the hours the building is locked, unlocked, and accessible to Tenants without thirty (30) days written notice, and without the express approval of the Tenants.

A proximity access key card will be issued to each tenant holding a valid lease. Tenants listed on current leases will receive one key card to the main entrance of the building. Each key card has a discrete code programmed into it allowing the authorities and landlord to view a log of who is entering the building at specific times of day. Tenants will continue to use their existing keys to access their individual suites.

10. **KEY POLICY:** Tenants are issued a keys to their individual space ("the Premises") and to the main entrance door. Lost or stolen keys must be reported to the Landlord immediately. New keys will be reissued by the Landlord for a key deposit of **\$25.00 (1 set)**. If Tenants or their agents lose the keys, the original deposit paid will be forfeited and new key deposit required. The cost for a replacement and duplicate key(s) will be at the sole cost and expense of the Tenant and all costs associated with rekeying the door will be the responsibility of the Tenant, including the cost of issuing replacement keys to the owner(s) or owner's representative(s). **Tenants are prohibited from duplicating the key(s) to their respective office suite.**

It is the responsibility of the Tenant to return keys to the front desk no later than 5:00 pm on the last day of the lease. If the last day falls on a Saturday, the keys must be turned in by 5:00pm on the Friday before the last day of the lease. If the last day of the lease falls on a Sunday, the keys must be turned by 10:00am on the next business day immediately following the last day of the lease. In addition to withholding the key deposit for keys not turned in, Tenant will also be charged for any necessary rekeying.

Nothing contained in this Section 10 shall in any way diminish or be construed as waiving any of Landlord's other remedies as provided in this Lease or by law or in equity. In the event of default by Tenant, Landlord, at its option, may apply such part of the deposit as may be necessary to

cure the default and if Landlord does so, the Tenant shall, on written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore said rental deposit to its original amount, and Tenant's failure to do so within ten (10) business days of receipt of such demand shall constitute a breach of this Lease. Landlord shall have the right to commingle said rental deposit with other funds of Landlord. No interest thereon shall be payable to Tenant.

11. RULES AND REGULATIONS: The Rules and Regulations (Exhibit B) are attached hereto and made a part of this Lease Agreement. Anything noted in the Rules and Regulations does not supersede anything in writing elsewhere in this Lease Agreement regardless of whether it may conflict with something in the main body of the Lease Agreement. Tenant understands that Landlord may, upon thirty (30) days prior written notice, except where noted otherwise, alter or add to the Rules and Regulations without the express consent of the Tenants.
12. PARKING AND COMMON FACILITIES: Landlord covenants that the common and parking areas in front of the building shall be available (but only when parking spaces are, in fact, available) for the non-exclusive use of the Tenant during the full term of this Lease or any extension of the term hereof, provided that the condemnation or other taking by any public authority thereof or sale in lieu of any or all of such common and parking areas shall not constitute a violation of this covenant. Tenant understands that overnight parking is prohibited and any resulting towing charges will be the responsibility of the Tenant. Landlord reserves the right to make reasonable changes in the entrances, exits, traffic lanes, boundaries and location of such parking area, provided said modifications do not unreasonably interfere with Tenant's business. The closing of any portion of the common and/or parking areas for the purpose of maintenance, repairs or alterations shall not be deemed a violation of the aforesaid covenant. In the use of said common and parking areas, Tenant agrees to comply with such reasonable rules and regulations as Landlord may adopt from time to time for the orderly and proper operation of said common and parking areas.
13. USES PROHIBITED: Tenant shall not use or permit the Premises or any part thereof to be used for any purposes other than stated in Section 4 above without Landlord's written consent, and no use shall be made or be permitted to be made on the Premises, and no acts done which will increase the existing rate of insurance upon the building in which the Premises may be located once said rate is established with reference to the purpose or purposes for which the premises are hereby leased or cause a cancellation of any insurance policy covering said building or any part thereof, nor shall Tenant sell or permit to be kept, used or sold in or about the Premises any article which may be prohibited by standard forms of fire insurance policies. Tenant shall at its sole cost comply with any and all requirements pertaining to the use of the Premises of any insurance organization or company necessary for the maintenance or reasonable fire and public liability insurance covering said building and appurtenances, except the cost of complying with such requirements which necessitates major or structural changes, alterations or additions to the Premises that are required because of Tenant's particular use shall be the responsibility of Landlord.
14. ALTERATION: Tenant shall not make any alterations or improvements in or about the Premises or any part thereof without the prior written consent of the Landlord. An **Approval for Alteration** form, signed by the Landlord and Tenant, is required before any alterations are begun. Tenant shall deliver to Landlord written plans and specifications for all such work. Landlord reserves the right to have an approved contractor review the proposed alterations and improvements, at the sole cost of the Tenant. Once Tenant's **Approval for Alteration** request is approved by Landlord, all such work shall be done at such times in such manner as to minimize any inconvenience to other occupants of the executive suites of which the Premises are a part. All approved alterations or improvements must be executed by Landlord approved contractor.

Tenant will be required to get Landlord approval of Tenant selected contractor to restore all or any portion of the Premises so altered, added to or improved to their former condition at the

expiration or other termination of the terms of this Lease. Tenants shall comply with all governmental rules and regulations in connection with such work and shall prevent any lien or obligation from being created against or imposed upon the Premises. All additions to, alterations or improvements of the Premises, except movable furniture and trade fixtures that the Tenant paid for and installed, shall become at once part of the realty and belong to Landlord, and shall not be removed by Tenant at the end of the term of this Lease. The provisions of this section shall survive the term of the Lease.

15. **FIXTURES AND PERSONAL PROPERTY:** Any trade fixtures, equipment and other personal property of the Tenant's stored, attached to or installed in the Premises by a Landlord approved contractor and at the expense of the Tenant shall remain the property of the Tenant, and the Landlord agrees that the Tenant shall have the right at any time and from time to time or within thirty (30) days prior to the termination of this Lease or any extension or renewal thereof, to remove any and all said trade fixtures, equipment and other personal property provided, however, Tenant will be required to hire a Landlord approved contractor to repair all damage and/or Tenant improvements to their former condition occasioned by such removal.
16. **PET POLICY: No pets are allowed inside building.** An exception to this policy is the use of a service animal by a person with a disability. The Americans with Disability Act defines a service animal as any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability.
17. **MAINTENANCE AND REPAIR:** Landlord shall at all times during the term hereof and at Landlord's sole cost and expense keep, maintain and repair the building and other improvements on Landlord's property in good and sanitary order and condition, including without limitation the maintenance and repair of any window, doors, window casements, glazing, heating and air conditioning system, duct-work, interior plumbing, pipes, drains, electrical wire, conduits, and fixtures; provided, if any damage is caused to the above mentioned items through the negligent, reckless or intentional actions of Tenant or Tenant's agents, guests or invitees, Tenant shall be liable for such repair or maintenance. By entering into possession, Tenant shall be deemed to have accepted the Premises as being in good and proper condition and repair, and Tenant agrees on the last day of said term or sooner termination of this Lease, to surrender the Premises with appurtenances in the same condition as when received, reasonable use and wear thereof and damage by fire, act of God, or by the elements only excepted. Landlord shall keep and maintain in good repair and condition, at Landlord's cost, the building's structure, roof and exterior of the outside walls, exterior plumbing lines for sewer, water and drainage.
18. **COMPLIANCE WITH THE LAW:** Tenant shall, at its sole cost and expense, comply with all of the requirements of all municipal, county, state, and federal laws and regulations now in force or which may hereafter be in force pertaining to the use of the Premises.

Tenant shall not commit or suffer to be committed any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the building and Landlord shall not commit or suffer to be committed or permit by action or inaction other tenants in the building center to commit or suffer to be committed any nuisance or other act or thing which may disturb the quiet enjoyment of Tenant.

19. **INDEMNIFICATION - LIABILITY INSURANCE:** Tenant agrees to keep and save Landlord harmless from any suit or claim for damage or injury sustained on the Premises and arising out of Tenant's or Tenant's guests' or invitees' use of the Premises during the term of this Lease, other than damages caused by acts or omissions of Landlord. In connection with the above, Tenant and any of Tenant's Landlord-approved Sub-lessee(s), if applicable, agrees to carry in responsible companies reasonably acceptable to Landlord comprehensive general (public) liability insurance, including personal injury and broad form property damage coverage with limits of at least One Million and No/100 Dollars (\$1,000,000.00), or, at Tenant's option, comprehensive

general (public) liability insurance including personal injury and broad form property damage coverage with limits of liability of no less than One Million and No/100 Dollars (\$1,000,000.00) each occurrence bodily injury, and Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) property damage. Landlord, Dixon Square Building, LLC, shall be named in all such insurance as co-insured or as additional insured.

All such insurance shall provide that such policies may only be canceled after having endeavored to provide at least 30 days written notice to the Landlord. Tenant shall, upon demand of Landlord annually, send a certificate evidencing the existence and amounts of such insurance carried under the provisions of this paragraph to Landlord.

With respect to injury or damage occurring in or about any parking areas, Landlord agrees to carry with responsible companies comprehensive general (public) liability insurance, including personal injury and broad form property damage coverage with limits of liability of no less than One Million and No/100 Dollars (\$1,000,000.00) each person, One Million and No/100 Dollars (\$1,000,000.00) each occurrence bodily injury, and Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) property damage, either of which coverage may be carried under any general blanket coverage of Landlord.

In consideration of Tenant being permitted to use building's services and equipment, Tenant agrees to indemnify and hold harmless the Landlord and Dixon Square Building, LLC's employee(s) from any claims, demands, liability or judgments arising out of or during Tenant's or Tenant's agents', guests' or invitees', use of the Premises.

20. **FREE FROM LIENS:** Tenant covenants and agrees that it has no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title or interest of Landlord in and to the Premises and the property of which the Premises is a part, and that no person shall ever be entitled to any lien superior to the interest in this lease reserved to Landlord upon the Premises, directly or indirectly derived through or under Tenant or its agents or servants, or on account of any act or omission of Tenant. All persons contracting with Tenant or furnishing materials or labor to Tenant or its agents or servants, as well as all persons whomsoever shall be bound by this provision of this Lease. Should any such lien be filed, Tenant shall cause such lien to be discharged of record by paying it or by filing a bond or otherwise as permitted by law within twenty (20) days after the filing of such lien. In addition to any other right or remedy of Landlord, Landlord may but shall not be obligated, to procure its discharge by paying the amount claimed as a lien by deposit in court or by bonding and in such event Landlord shall be entitled, if Landlord so elects, to complete the prosecution of an action for the foreclosure of such lien with interest, costs and allowances. Any amount paid by Landlord for any of the aforesaid purposes and all reasonable legal and other expenses of Landlord (including reasonable attorneys' fees) in defending any such action or in or about procuring the discharge of such lien with all necessary disbursements in connection therewith, with interest thereon at twelve percent (12%) per annum from the date of payment, shall be repaid by Tenant to Landlord on demand.
21. **SIGNS AND AUCTIONS:** Tenant shall not install any exterior signage, exterior lighting, plumbing fixtures, shades or awnings, any exterior decorations or paint, or build fences or make any structural alterations, without previous written consent of Landlord. Tenant further agrees not to install any amplifiers or similar devices, or use in or about the Premises any advertising medium which may be heard or seen outside the Premises, such as flashing lights, search lights, loud speakers, phonographs or radio broadcasts. At Landlord's discretion at the termination of this Lease, all signs shall be removed at Tenant's expense. If the door to the Premises is, upon execution of this Lease Agreement, equipped with nameplate hardware, then a nameplate plaque can be ordered through the building manager.

If Tenant requests, and Landlord permits, a plaque can be placed for the Tenant on the exterior monument sign. The cost of installation and removal will be the sole responsibility of the Tenant.



Landlord will hire a sign company to complete the work. Landlord reserves the right to charge a monthly fee for representation on the monument sign.

Tenant shall not, without Landlord's written consent, conduct or permit to be conducted any auction in, upon or from the Premises, whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors, or pursuant to any bankruptcy or other solvency proceedings.

22. UTILITIES: Landlord shall be responsible, at its sole cost and expense, for the reasonable provision of gas, electricity, trash, recycling, water and sewer services required for the proper operation of the building. Tenant shall be responsible, at Tenant's sole cost and expense, for communication services such as data, telephone, internet, cable or satellite service to the Premises. Any such services will require prior written approval of Landlord.
23. ENTRY AND INSPECTION: Tenant shall permit Landlord and its agents to enter into and upon the Premises at all reasonable times for reasonable periods and without unreasonably obstructing or interfering with the purpose of inspecting the same, to take photographs of the Premises, or for the purpose of maintaining the building or addressing safety concerns in which said Premises are situated, or for the purpose of making repairs, alterations or additions to any other portion of said building.
24. DAMAGE AND DESTRUCTION OF PREMISES: In the event of (a) partial destruction of the Premises or the building containing the same during said term which requires repairs to either the Premises or said buildings or (b) the Premises or said building being declared unsafe or unfit for occupancy by any authorized public authority for any reason other than the act, use or occupation by Tenant, Tenant's guests or invitees, or by another tenant in the building, which damage or declaration requires repairs to either the Premises or said building, Landlord shall undertake and complete said repairs, provided Tenant gives Landlord thirty (30) days written notice of the necessity therefore. No such partial destruction (including any destruction necessary in order to make repairs required by any declaration made by any public authority) which is caused by Landlord shall in any way annul or void this Lease, except that Tenant shall be entitled to a proportionate reduction of the rental while such repairs are being made, such proportionate reduction to be based upon the extent to which the making of such repairs shall interfere with the business carried on by Tenant in the Premises.

In respect to any partial destruction (including any destruction necessary in order to make repairs required by any such declaration of any authorized public authority) which partial destruction partially interferes with Tenant's occupancy of the leased Premises, Tenant waives any statutory right it may have to cancel this Lease as a result of such destruction.

If the building is damaged as a result of fire or any other causality to an extent in excess of twenty-five percent (25%) of its then replacement cost (excluding foundations), Landlord may within thirty (30) days following the date such damage occurs terminate this Lease by written notice to Tenant. If Landlord, however, elects to make said repairs, this Lease shall continue in full force and effect and the rental shall be proportionately reduced as hereinabove provided. If Landlord elects to terminate this Lease, all rentals shall be pro-rated between Landlord and Tenant as to the date of such destruction.

25. ABANDONMENT: Tenant shall not vacate or abandon the Premises at any time during the term of this Lease and if Tenant shall abandon, vacate or surrender the Premises or be dispossessed by process of law or otherwise, any personal property belonging to Tenant and left in the Premises or on the property shall be deemed to be abandoned at the option of Landlord, except such property as may be mortgaged to Landlord.

It is understood that all disposal costs of forsaken belongings are the responsibility of the Tenant

and any Landlord-approved Sub-lessee, if applicable.

26. ASSIGNMENT AND SUBLETTING: Tenant shall not assign this Lease or any interest therein, and shall not sublet the Premises or any part thereof without first obtaining the written consent of Landlord, which consent will be at the sole discretion of the Landlord.

27. EVENTS OF DEFAULTS: In addition to any other events of default defined in other paragraphs of this Lease, the following events shall be deemed to be events of default by Tenant under this Lease:

- A. If Tenants shall fail to pay any installments of the rent, or any other charge designated herein to be paid as rent, within ten (10) days of the date that the same is due.
- B. If Tenant shall fail to comply with any term, condition or covenant of this Lease, (other than the payment of rent or a sum to be paid as rent or additional rent) and Tenant fails to cure such breach within ten (10) days after written notice thereof to Tenant or if such breach cannot reasonably be cured within the said ten (10) days after written notice thereof to Tenant and Tenant shall not with reasonable diligence and good faith proceed in the curing of such breach.
- C. If Tenant shall become insolvent, or shall make an assignment for the benefit of creditors, or if any petition under any section or chapter of the federal Bankruptcy Act shall be filed to subject Tenant's affairs to the same, or if an attempt shall be made by anyone other than Tenant to occupy the Premises with or without an apparent legal right to do so.

28. REMEDIES ON DEFAULT: Upon the occurrence of any of the foregoing events of default, the Landlord shall provide Tenant with written notice of default and 10 days to cure the default before the Landlord exercises reasonable remedies. The Landlord shall have the option to pursue any one or more of the following:

- A. Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearage in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying said Premises or any part thereof, and Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise. Landlord shall have a possessor's lien against all property of Tenant in the Premises for all rents then due or subsequently accruing.
- B. Enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the said Premises or any part thereof and relet the Premises and receive the rent therefore, and Tenant agrees to pay Landlord on demand any deficiency that may arise by reason of such reletting, including expenses incurred such as repairing, advertising, and commission.
- C. Enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying said Premises or any part thereof and demand and receive from Tenant the rent provided for herein for the entire remainder of the term discounted to its present cash value.
- D. Landlord may pursue any of the foregoing remedies individually or cumulatively and in addition any other remedies provided by law nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damage accruing to Landlord by reason of the violation of any of the terms,

conditions and covenants herein, cancellation of Tenant's obligation hereunder for any deficiency or damage upon reletting subsequent to said termination or cancellation, such obligations being independent and covenants surviving said termination or cancellation.

29. ATTORNEY'S FEES: In the event Landlord finds it necessary to retain an attorney in connection with a default by Tenant of any of the agreements or covenants contained in this Lease, Tenant shall reimburse to Landlord the reasonable attorney's fees paid by Landlord to said attorney. In the event of any litigation regarding this Lease, the losing party shall pay to the prevailing party reasonable attorney's fees.
30. HOLDING OVER: IF LESSEE DOES NOT VACATE THE PREMISES AT THE TIME REQUIRED, LESSOR SHALL HAVE THE OPTION TO TREAT LESSEE AS A TENANT FROM MONTH-TO- MONTH, SUBJECT TO ALL THE PROVISIONS OF THIS LEASE, EXCEPT THAT THE RENTAL SHALL BE ONE HUNDRED TWENTY-FIVE (125%) PERCENT OF THE MONTHLY BASE RENT OF THE RENTAL PAID DURING THE IMMEDIATELY PRECEDING LEASE TERM. FAILURE OF LESSEE TO REMOVE FIXTURES, FURNITURE, FURNISHINGS OR TRADE FIXTURES WHICH LESSEE IS REQUIRED TO REMOVE UNDER THIS LEASE SHALL CONSTITUTE A FAILURE TO VACATE TO WHICH THIS ARTICLE SHALL APPLY IF THE PROPERTY NOT REMOVED WILL SUBSTANTIALLY INTERFERE WITH THE OCCUPANCY OF THE PREMISES BY ANOTHER TENANT OR WITH OCCUPANCY BY LESSOR FOR ANY PURPOSE INCLUDING PREPARATION FOR A NEW TENANT.

IF A MONTH -TO- MONTH TENANCY RESULTS FROM A HOLDOVER BY LESSEE UNDER THIS ARTICLE, THE TENANCY SHALL BE TERMINABLE AT THE END OF ANY MONTHLY RENTAL PERIOD ON WRITTEN NOTICE FROM LESSOR GIVEN NOT LESS THAN TEN (10) DAYS PRIOR TO THE TERMINATION DATE WHICH SHALL BE SPECIFIED IN THE NOTICE. LESSEE WAIVES ANY NOTICE, WHICH WOULD OTHERWISE BE PROVIDED BY LAW WITH RESPECT TO A MONTH-TO-MONTH TENANCY.

31. SUCCESSORS IN INTEREST: Subject to the provisions as to assignment, the covenants herein contained shall apply to and bind the heirs, successors, personal representatives and assigns of all the parties hereto and all of the parties hereto shall be jointly and severally liable hereunder.
32. WAIVER OF SUBROGATION: Subject to the terms and conditions of the respective insurance policies held by either Landlord or Tenant and on the condition that the following provision shall not abrogate or avoid any insurance coverage in effect in favor of either Landlord or Tenant, Landlord and Tenant each releases and relieves the other and waives its entire right of recovery against the other for loss or damage arising out of or incident to the perils listed in the extended coverage insurance endorsement approved for the use in the State of Washington which occurs in, on or about the Premises, whether due to the negligence of either party, their agents, employees, or otherwise.
33. MARGINAL CAPTION: The various headings and numbers herein and the groupings of the provisions of this Lease into separate paragraphs are for the purpose of convenience only and shall not be considered a part hereof.
34. TIME: Time is of the essence of this Lease.
35. SALE OF PREMISES BY LANDLORD: In the event of any sale by Landlord of the building in which the Premises are located, Landlord shall be and is entirely free and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease. The Tenant agrees to look solely to the new owner of the building in which the Premises are located, as Landlord. It is agreed, however, that in any such sale, the purchaser of the building in which the Premises are located shall be substituted as Landlord, and shall be bound by all terms and conditions of the Lease.
36. FORCE MAJEURE: If either party hereto shall be delayed or prevented from the performance of

any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations or other cause without fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for a period equivalent to the period of such delay provided, however, nothing in this paragraph shall excuse Tenant from the prompt payment of any rental or other charge required of Tenant hereunder except as may be expressly provided elsewhere in this Lease.

37. **SUBORDINATION - ATTORNMENT:** At Landlord's option, this Lease shall be subject and subordinate to the lien of any mortgages or deeds of trust in any amount or amounts whatsoever now or hereafter placed on or against the land or improvements or either thereof, of which the Premises are a part, or against the Landlord's interest or estate therein without the necessity of the eviction and delivery of any further instruments on the part of Tenant to effectuate such subordination. If any mortgagee or trustee shall elect to have this Lease prior to the lien of its mortgage or deed of trust and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage or deed of trust, whether this Lease is dated prior to or subsequent to the date of recording thereof. Tenant covenants and agrees to execute and deliver upon reasonable demand and without charge there such further instruments evidencing such subordination of this Lease to such Lien of any such mortgages or deeds of trust as may be required by Landlord. If at any time during the term of this Lease the Landlord of the Premises shall sell, assign or otherwise transfer the building of which the Premises are a part, or if a mortgagee or trustee shall take possession of the Premises, Tenant agrees at the election and upon demand of any owner of the building in which the Premises are situated or any such party mentioned above in possession thereof to attorn, from time to time, to any such owner or other party mentioned above, and shall be self-operative upon any such demand without requiring any further instrument to give effect to such provisions. Tenant agrees, however, upon the election of and written demand by any such owner or any other party mentioned above, within thirty (30) days Tenant receives notice that after said owner or other party has received title to the building in which the Premises are situated, to execute an instrument in confirmation of the foregoing provisions satisfactory to any such owner or other party, in which Tenant shall acknowledge such attornment and which shall apply for the remainder of the term. Nothing contained in this paragraph shall be construed to impair any right otherwise exercisable by any such owner or other party.
38. **SURRENDER OF LEASE:** The voluntary or other surrender of this Lease by Tenant or a mutual cancellation thereof shall not work a merger and shall, at the option of Landlord, terminate all or any existing subleases or subtenancies or may, at the option of Landlord, operate as an assignment to any or all of such subleases or subtenancies.
39. **TENANT'S PERFORMANCE:** If Tenant is in default under any provision of this Lease, other than the provision requiring the payment of rent, and Landlord has given written notice of default, and if Tenant shall fail to cure or to commence with due diligence to cure such default within thirty (30) days after receipt of such notice, then, Landlord may immediately or anytime thereafter, without notice, cure such default on behalf of Tenant and at the expense of Tenant without waiving Landlord's right to proceed against Tenant. In the event of an emergency, Landlord may cure the problem either before or during the notice period without waiving rights to proceed against Tenant.

If Landlord at any time is compelled to pay or elects to pay any sum of money or do any act which will require the payment of any sum of money or do any act which will require the payment of any sum of money by reason of any default of Tenant hereunder, the sum or sums so paid by Landlord, with interest thereon at a rate of twelve percent (12%) per annum from date of payment, shall be repaid by Tenant to Landlord on demand.

40. **CONDEMNATION:** If all or any substantial portion of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain or conveyance in

lieu thereof all such events hereinafter referred to as "condemnation", the Landlord shall have the right at its option to terminate this Lease and, in the event of such termination, then the Lease and the term thereof shall automatically cease and be terminated as of the date of any conveyance in lieu thereof. All rents and all other charges paid in advance shall be refunded to Tenant and Tenant shall surrender the possession of the Premises to Landlord. Any such termination may be made by Landlord by notifying Tenant in writing of its option to terminate the Lease within sixty (60) days following the date on which the Landlord shall have received notice of vesting of title.

A condemnation of a substantial portion of the premises shall be any of the following:

- A. If twenty percent (20%) or more of the value of the Premises is taken in the condemnation.
- B. If, regardless of the value of the amount of the Premises taken, the cost of repairing or restoring the remainder of the Premises for use exceeds twenty percent (20%) of the entire value of the Premises prior to condemnation.
- C. If twenty percent (20%) of the value of either the building in which the Premises is located or of the entire center in which the Premises is located is taken. If less than all or a substantial portion of the Premises is taken by condemnation, then the Lease shall remain in full force and effect, subject to the provisions of the next paragraph below.

If the Landlord cannot or does not elect to terminate this Lease as aforesaid, this Lease shall be and remain unaffected by any such condemnation except that the rent shall be equitably abated to the extent that Tenant is deprived of any use of the Premises. In the event that the Lease is not terminated, Landlord shall at its expense restore with reasonable diligence the remaining portions of the Premises as nearly as practicable to the stated condition as it was prior to such condemnation, provided, however, that such requirement to restore the Premises shall not extend to any furnishings, fixtures or equipment which Tenant had previously installed in the Premises, whether or not provisions of this Lease.

Landlord shall be entitled to receive the entire award in the condemnation proceedings and Tenant hereby specifically assigns to Landlord any and all right, title and interest Tenant now has or hereafter may have arising in or to any such award or any part thereof, and Tenant shall be entitled to receive no part of such award. Notwithstanding the foregoing, Tenant shall be entitled to appear and claim, approve and receive in such condemnation proceedings an award that represents Tenant's moving expenses, the then value of installation of fixtures or equipment made by Tenant in the Premises at Tenant's expense, and for Tenant's trade fixtures so long as title to such installations and/or fixtures has not passed to Landlord in accordance with other provisions of this Lease.

- 41. PARTIAL INVALIDITY: If any terms, covenant, or condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- 42. ENVIRONMENTAL RESPONSIBILITY: Tenant agrees to not use, store or dispose of any hazardous substances (as hereinafter defined) on the property or in the Premises, or permit the release of any such substance from the Premises unless approved in writing by the Landlord prior to such use, storage, disposal or release. The term "Hazardous Substance" shall mean any waste or substance or material identified in Section 101 (14) of the Comprehensive Environmental Response Compensation and Liability Act of 1980 as may be amended, or determined to be hazardous, toxic, a pollutant or contaminate, under applicable federal, state or local statutes, ordinance, rule, regulation, judicial or administrative decisions.

43. Dixon Square Building, LLC prohibits tenants, sub-lessees, clients, agents or vendors from using alcohol, marijuana or other drugs on the premises or being under the influence of such substances. Violation of this section can result in the removal from the premises and in termination of the lease.

IN WITNESS WHEREOF, Landlord and Tenant(s) have executed this Agreement the day and year first above written.

LANDLORD:

**Dixon Square Building, LLC**

By: \_\_\_\_\_  
**Patricia A. Kellogg, Managing Member**

Dated: \_\_\_\_\_

TENANT:

**Clark County Department of Community Services, Prevent Together: Battle Ground Prevention Alliance Coalition Drug Free Communities Grant**

By: \_\_\_\_\_  
**Mark McCauley, Clark County Manager**

Dated: 7/25/16

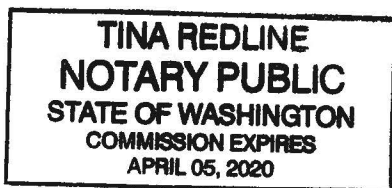
**APPROVED AS TO FORM**

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

STATE OF Washington )  
County of Clark : ss. )

I certify that I know or have satisfactory evidence that **Mark McCauley**, is the person who appeared before me, and said person(s) acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the **Clark County Manager for the Clark County Department of Community Services**, a Washington **County Government**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 25 day of July, 2016.



Tina Redline  
Notary Public  
My appointment expires: April 5, 2020

STATE OF WASHINGTON )  
County of Clark : ss. )

I certify that I know or have satisfactory evidence that **Patricia A. Kellogg** was the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the **Managing Member**, respectively, of **Dixon Square Building, LLC**, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public  
My appointment expires: \_\_\_\_\_



EXHIBIT "A" LEGAL DESCRIPTION

Clark County Assessor's Parcel Nos. 091055-021, 091055-028 and 091055-029, the property address of which is commonly known as 105 W. Main Street, Battle Ground, Washington 98604, more particularly described as follows:

PARCEL I:

BEGINNING at a point 280 feet West and 30 feet South of the Northwest corner of Section 3, Township 3 North, Range 2 East of the Willamette Meridian, Clark County, Washington and running thence South 100 feet; thence West 50 feet; thence North 100 feet and thence East 50 feet to the point of beginning.

EXCEPT that portion within Main Street and as conveyed under Auditor's File No. 8604280021.

PARCEL II:

BEGINNING at a point 230 feet West and 130 feet South of the Northeast corner of Section 3, Township 3 North, Range 2 East of the Willamette Meridian, Clark County, Washington and running thence West 100 feet; thence South 150 feet; thence East 100 feet; thence North 150 feet to the place of beginning.

EXCEPT any portion lying within dedicated Southwest 1st Street, formerly known as "A" Street.

PARCEL III:

BEGINNING 230 feet West and 30 feet South of the Northeast corner of Section 3, Township 3 North, Range 2 East of the Willamette Meridian, Clark County, Washington and running thence South 100 feet; thence West 50 feet; thence North 100 feet and thence East 50 feet to the place of beginning.

EXCEPT that portion within Main Street and as conveyed under Auditor's File No. 8604280021.

SUBJECT TO all Easements, Covenants, and Conditions of record; all matters disclosed by survey recorded in Volume 35 of Surveys, Page 115; and sewer lines as disclosed by Clark County view map.

## EXHIBIT "B" - Rules & Regulations

1. No direct retail sales allowed in the suites or on the Premises.
2. Neatness: Tenants shall keep their suite(s), the common areas, and Premises, in good, neat and clean condition.
3. Keys: Tenants are issued a key to their individual space ("the Premises") and to the main entrance door. Lost or stolen keys must be reported to the Landlord immediately. New keys will be reissued by the Landlord for a key deposit of \$25.00 per key. If Tenants or their agents lose the keys, the original deposit paid will be forfeited. The cost for a replacement or duplicate key will be at the sole cost and expense of the Tenant and all costs associated with rekeying the door will be the responsibility of the Tenant, including the cost of issuing replacement keys to the owner(s) or owner's representative(s). **Tenants are prohibited duplicating the key(s) to their respective office suite.**
4. Building Security System: Tenants are responsible to maintain the security of the building if they are on the Premises.
5. Firearms and Hazardous Materials: No firearms or hazardous materials are permitted on the Premises or in any common area of the building including the parking lot on the property.
6. Exterior Doors: Exterior doors to the individual suites (the "Premises") are to remain clear of any adornment, other than an existing nameplate.
7. Floors: Tenant shall not place a load upon any floor, which exceeds the load per square foot, which such floor was designed to carry or which is allowed by law. Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the building of which the Premises are a part, or to any other leased space in such building, and that is of such a degree as to be objectionable to Landlord or to any other tenant, shall be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate all such noise and vibration. Landlord shall approve persons employed to move any such equipment, in advance. Tenant shall be responsible for any damage to, on or about, the Premises as a result of such equipment being moved. Damage resulting from moving furniture and/or filing cabinets in to, out of, or within the Premises, shall be the Tenant's responsibility. Repairs for any such damage will be completed by a Landlord approved contractor, at the sole cost of the Tenant.
8. Deliveries: Tenant shall load and unload its merchandise, equipment and supplies, and shall remove its garbage and rubbish, only by way of service doors designated for Tenant's use. All garbage and rubbish shall be kept in containers that shall be closed at all times. Landlord shall approve the type of containers, the preparation for, time and place for collection, and the contractor used for collection. Tenant shall not place in any trash box or receptacle any materials which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal from an office building. Disposal of personal garbage is strictly prohibited.
9. Plumbing and Restrooms: The restrooms, toilets, urinals, washbowls and any other apparatus in connection therewith shall not be used for any purpose other than that for which they have been constructed. No foreign substance of any kind whatsoever shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting therefrom shall be borne by Tenant.
10. Use: Tenant shall not permit any act or practice which may injure the building of which the

Premises are a part, or any equipment therein, nor permit any such act or practice to be a nuisance to other tenants. Tenant shall not conduct or permit any fire, bankruptcy, or going out-of-business or other sale, unless authorized and approved in writing by Landlord, nor burn any rubbish in or about the Premises. Tenant shall not use or permit the use of any portion of the Premises as sleeping or living quarters, or for the keeping of any live animals, fish or birds.

11. Wall Art: Tenant shall not install molly bolts, anchors, or similar hardware into the walls. Any nails or hardware used in hanging wall art are not to exceed 9d or 0.113 inches in diameter. Tenant shall not penetrate the ceiling or floor of the Premises without the prior written consent of Landlord. Installation of wall fixtures other than wall art, refer to Sections 16 and 17 of the Lease Agreement.
12. Painting: Tenant shall not paint any walls within the Premises without the prior written consent of Landlord. Tenant may request only one wall painted with an accent color. Tenant shall submit to Landlord a written request for approval, indicating the one accent wall and paint color with swatch. Only a Landlord approved contractor may be hired, at the sole expense of Tenant. A fee of \$300.00 is required and will be paid by the Tenant before the work begins. One-half of the fee (\$150.00) is required for painting the accent wall, and one-half of the fee (\$150.00) is required for restoring the wall to the original color at the expiration of lease term.
13. Hand trucks: Tenant shall not use any hand trucks or dollies except those equipped with rubber tires and side-guards or as otherwise may be provided by Landlord. Tenant shall not bring any other vehicles of any kind on to the Premises.
14. Electrical Appliances and Devices: All portable fans or heaters must be UL approved and comply with all fire standards. No extension cords, cord protectors, or plug adapters may be used. However, surge protectors are permitted. Surge protectors must be UL approved and cannot be connected or ganged together.
15. Water and Liquids: All devices, appliances, dispensers holding water for any use by the Tenant(s) or their agents must be approved in writing by the Landlord prior to bringing the liquid into the building. Tenants using liquids must provide the Landlord with material safety data sheets (MSDS) safety data sheets (SDS) or product safety data sheets (PSDS). This information is required by workers and emergency personnel and details the procedures for handling or working with the substance in a safe manner, and includes information such as physical data (melting point, boiling point, flash point, etc.), toxicity, health effects, first aid, reactivity, storage, disposal, protective equipment, and spill-handling procedures. Any such device, appliance, dispenser currently sited on the Premises must be approved by the Landlord or removed from the Premises immediately. Tenants will be held responsible for any and all damage to the Premises resulting from such devices, appliances or dispensers.
16. Fire and Safety: Smoking is strictly prohibited on the Premises and the property as a whole, as is the use of matches or lighters. No regular candles may be burned in individual suites or common areas. Battery-operated candles, however, are permitted. Scented plug-in devices are strictly prohibited.
17. HVAC System: Landlord will maintain building temperature at a reasonable degree taking into consideration the comfort of all tenants occupying the premises.
18. Speakers: Tenant shall not use loudspeakers, televisions, phonographs, radios or any similar audio or video device in a manner such that they are heard or seen outside of Tenant's Premises.
19. Minors/Incapacitated Persons: Minors and incapacitated persons shall not be left unattended by Tenant, Sub-lessee, agent, invitee or guest of Tenant in the Premises or any common areas

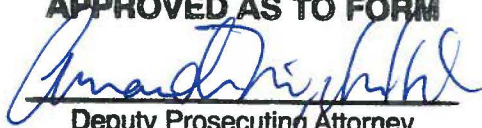
20. of the building or anywhere on the property. Landlord takes no responsibility for unattended persons who cause damage to the Premises and all damages caused by any minor or incapacitated person left unattended by Tenant, Sub-lessee, Tenant's agents, guests or invitees shall be the full responsibility of Tenant.
21. Responsibility: Tenant shall be responsible for the observance of all of the foregoing rules and regulations by Tenant's sub-lessees, employees, agents, clients, customers, invitees, and guests.
22. Non-Waiver: Landlord may waive any one or more of these rules for the benefit of Tenant or other Tenants located in the building in which the Premises are a part, but no such waiver by Landlord shall be construed as a waiver of such rules and regulations in favor of Tenant, nor shall such waiver prevent Landlord from thereafter enforcing any such rules and regulations against Tenant.
23. Effect on Lease: These Rules and Regulations are attached to and made a part of the Lease agreement. Tenant understands that Landlord may, upon thirty (30) days prior written notice, except where noted otherwise, alter or add to the Rules and Regulations without the express consent of the Tenants.
24. Dixon Square Building, LLC prohibits tenants, sub-lessees, clients, agents or vendors from using alcohol, marijuana or other drugs on the premises or being under the influence of such substances. Violation of this section can result in the removal from the premises and in termination of the lease.

**Signature of Tenant:**

**Clark County Department of Community Services, Prevent Together: Battle Ground Prevention Alliance Coalition Drug Free Communities Grant**

By:   
 Mark McCauley, Clark County Manager

Dated: 7/25/16

**APPROVED AS TO FORM**  
  
 Deputy Prosecuting Attorney

**Authorized Occupant:**

**Kathy Deschner, Coalition Coordinator for Prevent Together: Battle Ground Prevention Alliance**

By: \_\_\_\_\_  
 Kathy Deschner, Coalition Coordinator for Prevent Together: Battle Ground Prevention Alliance

Dated: \_\_\_\_\_