

**PROFESSIONAL SERVICES AGREEMENT  
REAL ESTATE BROKER SERVICES**



This Professional Services Agreement ("**Agreement**") is effective as of December 15, 2023, and is between the City of Everett, a Washington municipal corporation (*the "City"*), and the Service Provider identified in the Basic Provisions below ("**Service Provider**"). This Agreement is for the purpose of the Service Provider providing services to the City as set forth in the Agreement. Service Provider was selected as a result of RFP# 2023-042. This Agreement includes and incorporates the Basic Provisions and the attached General Provisions.

<b>BASIC PROVISIONS</b>	
<b>Service Provider</b>	Lee & Associates Commercial Real Estate Services, LLC
	600 University Street, Suite 2704 Seattle, WA 98101
	jbowles@lee-associates.com; zshiras@lee-associates.com
<b>City Project Manager</b>	Paul McKee
	City of Everett -- Parks & Community Development – Real Property 2930 Wetmore Avenue, Suite 8A Everett, WA 98201
	pmckee@everettwa.gov
<b>Brief Summary of Scope of Work</b>	Marketing and sale of designated surplus properties and commercial lease space as it becomes available
<b>Completion Date</b>	December 14, 2026 Subject to extension as set forth in the General Provisions.
<b>Service Provider Insurance Contact Information</b>	The Partners Group Ltd
	(425) 467-3173
	pmcnamara@tpgrp.com


BASIC PROVISIONS	
State Retirement Systems (must answer both questions)	Does Service Provider have 25 or more employees?
	<b>Answer: No</b>
	If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?
	<b>Answer: No</b>  “DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).  “Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.

#### END OF BASIC PROVISIONS

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement, which includes and incorporates the above Basic Provisions and the attached General Provisions.

**CITY OF EVERETT  
WASHINGTON**

**LEE & ASSOCIATES COMMERCIAL REAL ESTATE SERVICES,  
LLC**



\_\_\_\_\_  
Cassie Franklin, Mayor

12/28/2023

\_\_\_\_\_  
Date

ATTEST



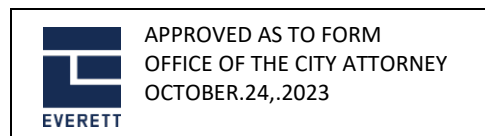
\_\_\_\_\_  
Office of the City Clerk

Signature: \_\_\_\_\_

Name of Signer: James Bowles

Signer's Email Address: jbowles@Lee-Associates.com

Title of Signer: President



**ATTACHMENT**  
**PROFESSIONAL SERVICES AGREEMENT**  
**(GENERAL PROVISIONS)**

1. **Engagement of Service Provider.** The City hereby agrees to engage Service Provider, and Service Provider hereby agrees, to perform real estate brokerage services for Designated Properties (as defined below) in a competent and professional manner in accordance with industry standards for Western Washington real estate brokers (the “Work”). Some of the Work includes:
  - effective communication with City staff and provide updates as needed using all forms of communication
  - work in collaboration with City staff to advise about the potential for the property and its optimum use
  - listing the properties with available real estate listing services and use of other diverse marketing approaches and resources to achieve maximum exposure for the intended sale of each property.
  - coordination of access to the properties as required for the purpose of facilitating the sale of the property
  - reporting of vandalism, damage, or other unforeseen problems with the properties to the City’s Project Manager
  - signing the properties
  - presentation of offers from pre-qualified buyers to the City for review, initiate and facilitate with all escrow closings
  - working within the guidelines and regulations established by the State of Washington, City of Everett, or other jurisdictions that may apply in the selling of real estate.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Agreement, or for the City, belong to the City. Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the effective date and shall continue until the Completion Date in the Basic Provisions. The City has an option to extend the term of the Agreement by three extension terms of one year each. The City exercises its option to each extension term by written notice to Service Provider prior to expiration of the preceding term. Accordingly, if the City exercises all three extension terms, the total term of this Agreement will be six years.
4. **Listing Agreement/Designated Properties/Commissions.**
  - A. **Designated Property.** For each property for which the City desires Service Provider’s services, the City’s Project Manager will deliver a written designation notice in a form substantially as attached to these General Provisions (each such property, a “Designated Property”). The designation notice will state length of time that the City desires the listing to occur for the Designated Property, which unless stated otherwise in the notice will be six

months from the date of the City's receipt of the Property Analysis Report (defined below) and the City's written approval for Service Provider to proceed with the listing of the Designated Property (the "Listing Period"). Prior to the expiration of any Listing Period, the City shall have the option, in its sole discretion, to extend the Listing Period with written notice to Service Provider. Service Provider will not perform Work (and will not be compensated for) any services for the City's real property that is not Designated Property. The City may at any time terminate the Listing Period effective upon written notice to the Service Provider and thereby withdraw the Designated Property from the market. All Listing Periods terminate upon termination or expiration of this Agreement regardless of any Listing Period contained in a designation notice.

- B. Property Analysis Report. For each Designated Property, Service Provider will prepare and deliver to the City a detailed "Property Analysis Report." The detailed report will include the determination of HABU, estimated valuation, and a specific marketing plan. For each such Property Analysis Report completed and delivered, the City will pay Service Provider a report preparation fee of \$3,000. However, regardless of the number of Designated Properties and Property Analysis Reports, the total of such report preparation fees under this Agreement will not exceed \$50,000.
- C. Purchase Agreement Execution/Commissions.
  - 1. Purchase Agreement Executed During Listing Period. Service Provider will earn a commission as set forth in Section 2.C.3 below for services rendered if, during the Listing Period, the City executes a purchase agreement for the sale of Designated Property to a purchaser procured by Service Provider, the City, or anyone else. However, no commission shall be earned on a sale that fails to close and the City will be exclusively entitled to receive any forfeited deposits.
  - 2. Purchase Agreement Executed After Listing Period.
    - a. Within ten (10) days after the expiration or termination of the Listing Period for a Designated Property, Service Provider for such Designated Property will deliver a list to the City's Real Property Manager containing the names all persons that Service Provider either (1) presented such Designated Property (however, the parties agree that a Designated Property is not "presented" to a person by a mass mailing or mass email or similar large-scale communication), or (2) has engaged in negotiations with concerning a sale of such Designated Property (each such persons in (1) and (2), a "Noticed Buyer"). Failure to provide such a list for a Designated Property within such 10 days means that there are deemed to be no Noticed Buyers for that Designated Property.
    - b. Service Provider will earn a commission as set forth in Section 2.C.3 below for services rendered if, within one hundred eighty (180) days after the expiration of a Designated Property's Listing Period, the City executes an agreement for sale of the Designated Property to a Noticed Buyer for such Designated Property. The commission earned under this subsection b. is not affected by the termination or expiration of this Agreement prior to the end of such 180 days. No commission will be earned on a sale that fails to close and the City will be exclusively entitled to receive any forfeited deposits.
  - 3. Commissions. The commission due to Service Provider under Sections 2.C.1 and 2.C.2 above will be equal to three percent (3.00%) of either, (i) the gross selling price of the Designated Property as defined in the Washington State Real Estate Excise Tax affidavit filed for the transaction, or (ii) the Required Appraised Value of the Designated Property,

whichever of (i) or (ii) is greater. The "Required Appraised Value" is equal to 90% of the appraised value of the Designated Property determined under EMC 3.84.040. The commission is the entire compensation payable by the City to Service Provider under this Agreement and is full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work. The City shall have no liability to pay any costs or expenses incurred by Service Provider in marketing or advertising the Designated Property or in soliciting offers unless the City's Project Manager has agreed to pay such costs in writing in advance of such costs being incurred. Service Provider is authorized to cooperate with other licensed real estate brokers, regardless of whether such brokers represent prospective purchasers or act as Service Provider's subagents. In the event that any other real estate broker(s) are involved in a transaction, then the fee for such third party broker(s) shall be paid by the buyer or negotiated as part of the sale price of the transaction. The commission is due and payable at the closing of the escrow of the sale of the Designated Property and will be paid to Service Provider from the transaction escrow. For each Designated Property, the City will receive a credit towards the commission equal to the amount that the City has paid for Property Analysis Report(s) for that Designated Property.

- D. City Discretion. Any sale of any City real property, including all Designated Property, is subject to the absolute discretion of the City. The City has no obligation under this Agreement to accept any purchase offer for any Designated Property.
- E. Representations Regarding Designated Property. Service Provider shall not make any representations on behalf of the City relating to the environmental or any other physical condition of any Designated Property other than as expressly approved by the City in writing.
- 5. Other Services. At City's sole discretion and subject to state law and the City's Procurement Policy, the City may request additional commercial real estate transactional services from Service Provider that are not included in the Scope of Work of this Agreement. In such event, the parties may amend this Agreement to reflect the additional services and compensation.
- 6. Submission of Reports and Other Documents. Service Provider shall submit all reports and other documents as and when specified herein. This information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.
- 7. Termination of Contract. City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date") at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by email, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Notices under this Section shall be sent by the United States Mail to Service Provider's address provided herein, postage prepaid, or by delivery. In addition, Notices may also be sent by any other method reasonably believed to provide Service Provider actual notice in a timely manner, such as email. The City does not by this Section 7 waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, City may reasonably deduct from the final payment due the Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.

8. **Changes.** The parties may, from time to time, change the scope of the services of Service Provider to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by the Mayor of the City, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.
9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.
10. **Indemnification.** To the extent of Service Provider's gross negligence, breach of this Agreement, willful misconduct, or violation of law (including without limitation chapter 18.86 RCW), Service Provider hereby agrees, except as otherwise provided in this Section, to defend and indemnify the City from any and all Claims arising out or relating to the performance of this Agreement by Service Provider (or by its employees, agents, representatives or subcontractors/subconsultants), whether such Claims sound in contract, tort, or any other legal theory. Service Provider is obligated to defend and indemnify the City pursuant to this Section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. Service Provider's duty to defend and indemnify pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Service Provider. Service Provider's obligations under this Section shall not apply to Claims to the extent caused by the negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then Service Provider's obligations under this Section shall apply only to the extent allowed by RCW 4.24.115. Solely and expressly for the purpose of its duties to indemnify and defend the City, Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as the Service Provider pursuant to this Section. This Section survives termination of this Agreement.
11. **Insurance.**
  - A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the policies of insurance as set forth in this Section with companies authorized to do business in the State of Washington, which are rated at least "A-" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.
    1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, Service Provider shall require each subcontractor to provide

Workers' Compensation Insurance for its employees, unless Service Provider covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
  3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.
  4. Professional Errors and Omissions Insurance in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. Such coverage may be written on a claims made basis.
- B. The above liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Service Provider to furnish the required insurance during the term of this Agreement.
- C. Upon written request by the City, the insurer or its agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.
- D. The Description of Operations on the Certificate of Insurance must substantially read as follows: "The above commercial general and auto liability policies are primary as to the City of Everett; have the City of Everett, its officers, employees, agents, and volunteers as additional insureds; and contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City of Everett."
- E. Prior to Service Provider performing any Work, Service Provider shall provide the City or the City's designee with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City or the City's designee with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees, agents and volunteers as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City or the City's designee of any certificate showing less coverage than required is not a waiver of Service Provider's obligations to fulfill the requirements.
- F. If the policy listed above, Professional Errors and Omissions Insurance, is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy.
- G. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide



the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

- H. In case of the breach of any provision of this Section, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of Service Provider, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the City for such cost.

- 12. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.

13. **Independent Contractor.**

- A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
- B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:
  - (1) Service Provider is free from control or direction over the performance of the service; and
  - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and
  - (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
  - (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
  - (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
  - (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.
- C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City.

Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Provider's employees, while so engaged on any of the Work.

- D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.
  - E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Service Provider and as to all duties, activities and requirements by Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.
14. **Employment/Conflict of Interest.** Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee or independent contractor working solely for Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee or independent contractor working solely for Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.
15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City's examination all of Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
16. **City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
17. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
18. **Compliance with Federal, State and Local Laws.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its

business and to its performance of work hereunder, including without limitation all laws relating to real estate and non-discrimination.

19. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section.
20. **Compliance with Grant/Loan Terms and Conditions.** Service Provider shall comply with any and all terms, conditions, terms and requirements of any federal, state or other agency grant or loan that wholly or partially funds Service Provider's work hereunder. If the grant or loan requires that the agency be a third party beneficiary to this Agreement, then the agency is a third party beneficiary to this Agreement.
21. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
22. **Waiver.** Any waiver by Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
23. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.
24. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.
25. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
26. **Notices.**
  - A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
  - B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
27. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
28. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.

29. **City Marks.** Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
30. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
31. **Federal Debarment.** Service Provider shall immediately notify the City of any suspension or debarment or other action that excludes Service Provider or any Service Provider subcontractor from participation in Federal contracting. Service Provider shall verify all subcontractors that are intended and/or used by Service Provider for performance of Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.epls.gov/eplsearch.do>. Service Provider shall keep proof of such verification within Service Provider records.
32. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.

\* \* \* \* \*

FORM OF DESIGNATED PROPERTY NOTICE

\_\_\_\_\_, 20\_\_

Lee & Associates  
600 University Street, Suite 2704  
Seattle, WA 98101

***Re: Designated Property Notice Pursuant Section 2 of the Professional Services Agreement  
Between the City of Everett and Lee and Associates (the "Agreement")***

Dear \_\_\_\_\_:

The City of Everett hereby designates the below real property as Designated Property under the Agreement:

[insert address and tax parcel number(s)]

The Listing Period for this Designated Property will be \_\_\_\_\_ months, expiring on \_\_\_\_\_ 20\_\_.

Sincerely,

Real Property Manager











# 2023-042 TL PSA Real Estate Broker Services\_121223\_SD

Final Audit Report

2023-12-28

Created:	2023-12-23
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3RXLVU6S09G0QkAnwFFK6aJzwH1dj8Ce

## "2023-042 TL PSA Real Estate Broker Services\_121223\_SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)  
2023-12-23 - 0:22:09 AM GMT
-  Document emailed to Theresa Bauccio (TBauccio@everettwa.gov) for approval  
2023-12-23 - 0:22:34 AM GMT
-  Email viewed by Theresa Bauccio (TBauccio@everettwa.gov)  
2023-12-23 - 0:23:21 AM GMT
-  Document approved by Theresa Bauccio (TBauccio@everettwa.gov)  
Approval Date: 2023-12-23 - 0:23:27 AM GMT - Time Source: server
-  Document emailed to jbowles@lee-associates.com for signature  
2023-12-23 - 0:23:28 AM GMT
-  Email viewed by jbowles@lee-associates.com  
2023-12-27 - 7:46:18 PM GMT
-  Signer jbowles@lee-associates.com entered name at signing as James L Bowles  
2023-12-27 - 10:34:34 PM GMT
-  Document e-signed by James L Bowles (jbowles@lee-associates.com)  
Signature Date: 2023-12-27 - 10:34:36 PM GMT - Time Source: server
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval  
2023-12-27 - 10:34:39 PM GMT
-  Email viewed by Tim Benedict (TBenedict@everettwa.gov)  
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Document approved by Tim Benedict (TBenedict@everettwa.gov)

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