

EXCLUSIVE NEGOTIATING AGREEMENT



This Exclusive Negotiating Agreement (this “**Agreement**”), dated and effective as of date of last signature below, is by and between the CITY OF EVERETT, a Washington municipal corporation (the “**City**”) and UNITED SOCCER LEAGUES, LLC (the “**USL**”).

RECITALS

A. The City and the USL are engaging in preliminary discussions regarding a potential collaboration to establish men’s and women’s professional soccer in Everett in connection with the City’s outdoor multipurpose facility project (the “**Project**”).

B. The City and the USL are interested in exploring a private-public partnership regarding the Project, with the Project facility serving as a home stadium for USL men’s and women’s professional teams.

AGREEMENT

The parties agree as follows:

1. Negotiation Period. For a period commencing as of the effective date of this Agreement and terminating on March 31, 2025 (the “**Negotiation Period**”), the Mayor and her designated City staff and USL will engage in good faith discussion and negotiation regarding a public-private partnership for USL participation in the Project and the Project facility. If the parties have not reached final agreement regarding such participation by the end of the Negotiation Period, the Negotiation Period will automatically extend until December 31, 2025.

2. Exclusivity During Negotiation Period. Subject to Section 3 below:

A. USL Obligations. During the Negotiation Period, neither USL nor its representatives will directly or indirectly solicit, initiate, negotiate or sign any agreement that causes, or could reasonably be expected to lead to, USL men’s or women’s professional soccer teams playing their home games within 10 miles of City of Everett’s city limits at any location other than the Project facility.

B. City Obligations. During the Negotiation Period, neither the Mayor nor her staff or representatives will directly or indirectly solicit, initiate, negotiate or sign any agreement that causes, or could reasonably be expected to lead to, non-USL men’s or women’s professional soccer teams playing their home games within City of Everett’s city limits.

3. Limitations on Agreement.

A. No Commitment to Final Agreement. By their execution of this Agreement, the parties are not committing to any final agreement or public-private partnership. Execution of this Agreement is only an agreement to enter into a period of

exclusive negotiation according to the terms of this Agreement. USL acknowledges that the Everett City Council approval of any final agreement is required, which is at the City Council's complete discretion.

B. No Claims for Failure to Reach Final Agreement. Neither party to this Agreement has any claim against the other party if the parties are unable to reach final agreement or public-private partnership. For example, this means that any funds spent by either party in anticipation of such final agreement or partnership are spent at the sole risk of the spending party.

C. City Governmental Authority and Rights of the Public Reserved. The City is a municipal corporation organized under the laws of the state of Washington. Nothing in this Agreement shall be construed as waiving, abridging or otherwise limiting the City of Everett's regulatory authority, police power and/or legislative discretion, which are hereby expressly reserved in full. This includes without limitation USL's acknowledgement that the City's planning, parks, and building departments cannot refuse because of this Agreement to issue permits or permissions to persons, and the City cannot discriminate because of this Agreement between persons wishing to rent or otherwise use City property, such as City athletic fields. Further, the rights of the public to petition or otherwise communicate with elected officials are reserved in full.

D. Project/Procurement Laws. This Agreement does not affect the City's right to design and construct the Project according to plans and specifications and timelines that the City deems in the City's best interest. This Agreement is subject to any state or federal procurement laws that may be applicable to the Project.

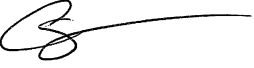
4. Termination of Agreement. This Agreement automatically terminates upon expiration of the Negotiation Period. Either Party may terminate this Agreement prior to the end of the Negotiation Period upon a material breach by the other party that remains uncured for five (5) days after receipt of notice thereof.

5. Acknowledgement of Washington State Transparency Laws. USL acknowledges: (A) the City is a Washington municipal corporation subject to the Washington Public Records Act (chapter 42.56 RCW) and the Washington Open Public Meetings Act (chapter 42.30 RCW) and other statutes regarding transparency; and (B) this Agreement and any other contract regarding the Project is subject to public disclosure and will be posted with other City contracts at the City's public records center at <https://www.everettwa.gov/1785/Digital-Records-Center>.

6. General Provisions. This Agreement is governed by the law of State of Washington. Exclusive venue for disputes is Snohomish County Superior Court or the United States District Court for the Western District of Washington. No provision of this Agreement shall be construed against any party by reason that such party drafted the provision. No modification to this Agreement shall be made except by a written amendment executed by the Mayor of the City and by an authorized signer for USL. Signatures with AdobeSign are fully binding.

IN WITNESS WHEREOF, the undersigned have executed this Agreement:


CITY OF EVERETT,
a Washington municipal corporation

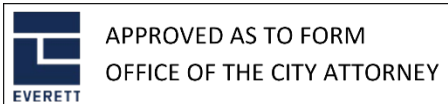
By: 
Name: Cassie Franklin
Title: Mayor 09/06/2024

UNITED SOCCER LEAGUES, LLC

By: 
Name: Justin Papadakis
Title: Deputy CEO & Chief Real Estate Officer

Attest:


Office of the City Clerk














ENA USL FINAL 9.6.2024_SD

Final Audit Report

2024-09-06


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 Agreement completed.

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