

LICENSE
(City Use of Non-City Property)

This License ("**License**") is made as of the date of last signature below and is between the City of Everett, a Washington municipal corporation (*the "City"*), and the person identified as the Owner in Section 1 below ("**Owner**"). In consideration of the covenants, terms and conditions set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Owner agree as follows:

1. BASIC PROVISIONS.

Property Owner(s)	Fluke Electronics Corp
	6920 Seaway Blvd.
	Everett, WA 98203
	Justin.Simpson@Fluke.com
Start Date	December 8, 2025
End Date	December 12, 2025
Property	Property located at 6920 Seaway Blvd., Everett, WA 98203; Snohomish County Assessor's Parcel No. 28041100200500; License Area shown on attached Exhibit A.
Approved Use	Fire Department training exercises. Training activities include: placement of moveable props such as forcible entry doors (metal frame doors), "cut boxes" for practice with use of chainsaws; staging of fire engine; fire hose use; other vehicle staging and parking for trainees and staff.
City Project Manager	Paul Gagnon
	City of Everett – Fire Department
	2801 Oakes Ave.
	Everett, WA 98201
	PGagnon@everettwa.gov
Additional Provisions	At owner's request, City shall erect a visible boundary around the license area using standard traffic cones or barriers and cordoning tape.

2. **LICENSED PROPERTY.** Owner licenses to the City the Licensed Property for the Approved Use described in Section 1 above. The City accepts the Licensed Property and its improvements in their “as is” condition.

3. **TERM.** The Term of this License begins on the Start Date and terminates on the End Date.

4. **RENT.** Unless otherwise provided in the “Additional Provisions” in Section 1 above, there is no rent, and this License is for mutual benefits, which the parties hereto agree with the other promises and covenants herein is sufficient and adequate consideration for this License.

5. **APPROVED USE.** The City shall use the Licensed Property only for the Approved Use stated in Section 1. The City shall not use or permit the use of the Licensed Property for any other use without the prior written consent of Owner, which may be withheld at Owner’s sole discretion. City will access and conduct Approved Use activities on the Licensed Property only during the hours of 7am – 5pm. City represents that City personnel, or persons under the City’s supervision, who will access the property at any time, will not exceed 15 people.

6. **COMPLIANCE WITH LAW.** The City shall not do anything or permit anything to be done in or about the Licensed Property which will violate any applicable federal, state or local law. Unless otherwise agreed in writing by Owner, the City must at the City’s sole cost acquire all permits required by law or regulation necessary for the Approved Use.

7. **INSPECTION AND RIGHT-OF-ENTRY.** Owner and its agents shall have the right, but not the duty, to inspect the Licensed Property at any time to determine whether the City is complying with the terms of this License.

8. **REPAIR OF LICENSED PROPERTY.** Unless otherwise provided in the “Additional Provisions” in Section 1 above, any damage to Licensed Property or other Owner property caused by the City shall be promptly repaired or replaced by the City. The City’s obligations under this Section shall not require the City to remedy or pay for remedy relating to Property defects or Property hazardous materials that pre-date the City’s entry onto the Property.

9. **ALTERATION OF LICENSED PROPERTY / SIGNS.** Unless otherwise provided in the “Additional Provisions” in Section 1 above, the City shall not make or permit to be made any alterations to the Licensed Property, or place signs or other displays visible from outside of the Licensed Property, without first obtaining the written consent of Owner, which may be withheld in the Owner’s sole discretion.

10. **SUBLETTING AND ASSIGNMENT.** This License is personal to the City. The City may not transfer, assign, sublet, convey, pledge, encumber or hypothecate this License.

11. **INDEMNIFICATION.**

(a) Indemnity. The City shall indemnify, defend and hold harmless Owner against and from any and all claims, actions, damages, liability, costs and expenses, including attorney’s fees, arising out of or relating to (a) the City’s use of the Licensed Property, or (b) any breach or default in the performance of any obligation on the City’s part to be performed under the terms of this License, and from all costs, damages, attorneys’ fees and liabilities incurred in defense of any such claim in any action or proceeding brought thereon. The City, as a material

part of the consideration to Owner, hereby assumes all risk of damage to City property or injury to City persons in, upon or about the Licensed Property from any cause other than and to the extent of Owner's gross negligence or willful misconduct. The City shall give prompt notice to Owner in case of casualty or accident in the Licensed Area. This Section shall survive the expiration or termination of this License. For the purposes of this License, the claims, actions, damages, liability and expenses for which the City must indemnify, defend and hold harmless Grantor are referred to as "Covered Claims".

(b) **Concurrent Fault.** This Section does not purport to indemnify Owner against liability for Covered Claims caused by or resulting from the sole gross negligence or willful misconduct of Owner, its officers, employees and agents. If Covered Claims are caused by or result from the concurrent (i) gross negligence of Owner, its officers, employees or agents, and (ii) acts or omissions of the City, its agents, servants, employees, officers, subcontractors, sublicensees, successors or assigns, then this Section will provide Owner indemnification in accordance with section 11(a) less any amount of the Covered Claim attributable to the gross negligence of the Owner, its officers, employees and agents. .

(c) **Washington Law.** Solely and expressly for the purpose of its duties under this Section, the City specifically waives any immunity it may have under Washington's Industrial Insurance Act, RCW Title 51. THE CITY AND OWNER ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS SECTION WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.

12. **INSURANCE.** The City is self-insured. The City will provide Owner a letter for self-insurance from the City's Risk Manager upon Owner's request.

13. **HAZARDOUS MATERIALS.** Unless otherwise provided in the "Additional Provisions" in Section 1 above, the City shall not cause or permit any storage, use, sale, release, generation or disposal of any Hazardous Materials (as defined below) in, on or about the Licensed Property. The City further covenants and agrees that at all times during the Term of this Licensed Property, the City shall comply with all applicable Environmental Laws (as defined below).

(a) "Hazardous Materials" means any waste, pollutant, contaminant, chemical, petroleum product, pesticide, fertilizer, substance, or material that is defined, classified, or designated as hazardous, toxic, radioactive, dangerous, or other comparable term or category under any Environmental Laws (as defined below), including, but not limited to, gasoline, oil or any byproducts or fractions thereof, polychlorinated biphenyls, per- and polyfluoroalkyl substances, asbestos, paints, solvents, lead, cyanide, radioactive material, or any other materials which have adverse effects on the environment or the health and safety of persons.

(b) "Environmental Laws" means all federal, state, and local laws, statutes, rules, regulations, ordinances, and codes, and any judicial or administrative interpretation thereof or requirement thereunder, now or hereafter in effect, relating, to the regulation or protection of human health, safety, the environment and natural resources, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Substances Transportation Act (49 U.S.C. §§ 5101 et seq.),

the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Clean Water Act (33 U.S.C. §§ 1251 et seq.), the Solid Waste Disposal Act (42 U.S.C. §§ 6901 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Emergency Planning and Community Right-To-Know Act (42 U.S.C. §§ 11001 et seq.), and any similar or comparable state or local laws, including without limitation, the Model Toxics Control Act (Chapter 70A.030 RCW, formerly codified at Chapter 70.105D RCW) and the Hazardous Waste Management Act (Chapter 70A.029 RCW, formerly codified at Chapter 70.105 RCW).

14. **SIGNATURE.** This License may be signed in counterparts. Scanned copies of a signature or an e-signature on this License will be considered the same as an ink signature. AdobeSign signatures are fully binding. This License may only be modified by a writing explicitly stating it is a modification to this License and signed by authorized representative of the City. This License represents the entire arrangement between the parties relating to the Approved Use on the Property and supersedes all other representations made prior hereto.

15. **Security.** Owner shall not be responsible for providing security for any equipment, materials, or personnel of the City located on or within or adjacent to the Licensed Property or other Owner property. City acknowledges and agrees that the safeguarding of its equipment, materials, and personnel is solely its responsibility. Owner shall not be liable for any loss, theft, damage, or injury to City's equipment, materials, or personnel under any circumstances, whether arising from acts of third parties, natural events, or otherwise.

16. **Safety.** City shall be solely responsible for ensuring the safety of Owner's employees during any training activities conducted by City on the Licensed Property. City shall implement appropriate measures and take all reasonable precautions to prevent injury, harm, or damage to Owner's employees during such activities.

OWNER:

FLUKE ELECTRONICS CORP

Signature:  _____

Name of Signer: Justin Simpson

Title of Signer: Director of Facilities & Mechanical Development Team

11/17/2025
Date: _____

CITY OF EVERETT:



Cassie Franklin, Mayor

Date: 11/17/2025



STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
SEPTEMBER 4, 2025

Attest:



Exhibit A

License Area

Located at 6920 Seaway Blvd.



For illustrative purposes only. License area shown as an approximation. Total area ~ one acre.











License to Use Property at 6920 Seaway Blvd by Everett Fire_SD1

Final Audit Report

2025-11-18


Created:	2025-11-13
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAATOedIKi0OCp3FHQDDzMULWXwVqqlX-_X

"License to Use Property at 6920 Seaway Blvd by Everett Fire_SD1" History


-  Document created by Marista Jorve (mjorve@everettwa.gov)
2025-11-13 - 7:21:23 PM GMT
-  Document emailed to Darcie Byrd (DByrd@everettwa.gov) for approval
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-  Email viewed by Darcie Byrd (DByrd@everettwa.gov)
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-  Document emailed to justin.simpson@fluke.com for signature
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-  Email viewed by justin.simpson@fluke.com
2025-11-16 - 3:17:30 AM GMT
-  Email viewed by justin.simpson@fluke.com
2025-11-17 - 8:07:44 PM GMT
-  Signer justin.simpson@fluke.com entered name at signing as Justin Simpson
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-  Document e-signed by Justin Simpson (justin.simpson@fluke.com)
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-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval
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 Document e-signed by Marista Jorve (mjorve@everettwa.gov)

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 Agreement completed.

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