

Participation Agreement

For Clean Buildings Early Adoption Incentives

Project ID: CBEAI_106600

PUD APPROVED
By Kelsey Lewis on Apr 7, 2026

CUSTOMER & FACILITY

Customer's Business Name	Facility Name	Facility Address (Project Site Address)
CITY OF EVERETT	Everett Station SNOHOMISH2452	3201 Smith Ave Everett, WA 98201

PROJECT VERIFICATION

Snohomish PUD will verify the scope of this project has been installed as Authorized. On-site progress and/or post installation verification may be required.

TERMS AND CONDITIONS

The Participation Agreement ("Agreement") is entered into by and between Public Utility District No. 1 of Snohomish County ("Snohomish County PUD") or ("PUD") and the undersigned ("Participant"), regarding the Clean Buildings Early Adopter Incentive Program administered by the Washington State Department of Commerce ("Department of Commerce").

WHEREAS, the Clean Buildings Early Adopter Incentive Program ("Program") provides financial incentives to eligible building owners who demonstrate early compliance with the Clean Buildings Performance Standard.

WHEREAS, incentives under the Program and this Agreement are paid by Snohomish County PUD to the Participant and the PUD is reimbursed through public utility tax credits.

WHEREAS, Participant desires to obtain Program incentive(s) in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the Participant and Snohomish County PUD agree as follows:

Building Information. The Participant is seeking financial incentive(s) under the Program with regard to the following building:

- **Clean Buildings ID Number:** SNOHOMISH2452
- **Building Address:** 3201 Smith Ave Everett, WA 98201

1. **Verification of Submitted Information.** The Participant represents, warrants, and certifies that all information submitted to the to the PUD and the Department of Commerce Clean Buildings Portal regarding the above-referenced building is accurate and complete. Any changes to submitted information will be promptly reported to the Department of Commerce and Snohomish County PUD.
2. **Ownership and Authority.** The Participant represents, warrants, and certifies that they are the legal owner of the building referenced above, or they have the legal authority to act on behalf of the owner and to approve receipt of incentive payments for this building. Documentation of ownership or authority will be provided to the PUD upon request.
3. **Incentive Payment.** Incentive payment(s) under the Program are expressly subject to Department of Commerce and PUD verification of eligibility and compliance with terms and conditions of the Program and this Agreement. The Participant acknowledges that incentive payment(s) are calculated based on verified energy savings and may be adjusted if tax credits or other program limits apply.
4. **Terms of Agreement.** The term of this Agreement shall commence upon full execution of this Agreement and shall terminate upon payment of the all Program incentives under this Agreement regarding the building unless sooner terminated by either party in accordance with Section 9 of this Agreement.
5. **Taxes and Tax Liability.** Participant is responsible for payment of any federal, state or local taxes and any tax liability associated with Participant's receipt of Program incentive payment(s), including any income tax that may be imposed on the Participant as a result of the receipt of incentive payments.
6. **Maintenance of Records.** Participant shall maintain books, records, documents, data and other information relating to the above-referenced building, eligibility for incentive payment(s) under the Program, incentive payment(s), and the Clean Building Performance Standards. The Participant shall retain such records for a period of at least six (6) years following the date of final Program incentive payment under this Agreement or longer if required to do so by Program terms and conditions and/or applicable state and/or federal law and/or regulations. Upon request of and at no cost to the PUD, the Participant shall make these records available for inspection, copying, review and/or audit by the PUD and/or appropriate state officials.

7. Indemnification and Hold Harmless.

a. Participant agrees to defend, indemnify and hold harmless the PUD and its officials, officers, employees and agents from and against any and all losses, liabilities, taxes, damages, costs, fines, fees, expenses (including attorney's fees and expenses), claims, or judgments (individually and collectively referred to as "Claims") arising out of or in connection with Participant's participation in the Program and/or receipt of Program incentive(s).

b. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Termination of Agreement. PUD may terminate this Agreement at any time by giving the Participant written notice of such termination (email notification is acceptable).

9. Remedies for violation of Term and/or Condition of Participation Agreement. Remedies for Violation of Term and /or Condition of Participation Agreement. In addition to termination of this Agreement, Participant understands and agrees that if Participant violates any of the terms and/or conditions of this Participation Agreement and/or Program, the PUD has the right to recapture any incentive payment(s) made to Participant in addition to any other remedies available at law or in equity. Repayment by Participant under this recapture provision shall occur within the time period specified by the PUD.

10. Non-Waiver. Failure of the PUD to insist upon strict performance of, or waiver by the PUD of any breach of any of the terms, conditions, or obligations of this Agreement shall not be deemed a waiver of any other term, condition, covenant or obligation, or of any subsequent default or breach of the same or any other term, condition, covenant or obligation herein contained.

11. Attorney's Fees. Each Party shall bear the costs of their attorney's fees and costs incurred in any dispute between the PUD and the Participant.

12. Fair Meaning. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both parties.

13. Severability.

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

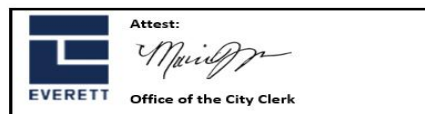
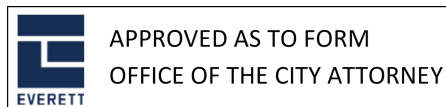
14. Governing Law and Venue. The validity, construction, performance and application of this Agreement shall be governed by the laws of the state of Washington. Venue of any litigation shall be in the Superior Court of Snohomish County, Washington.

15. Binding Authority. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the person or legal entity set forth below.

By signing below, I certify that I have read, understand, and agree to the terms and conditions above.

Authorized Signature 	Print Name Cassie Franklin, Mayor
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Version May 2025 - Effective Date May 1st, 2025














SnoPUD CBEAI_106600_2026.0408_SD

Final Audit Report

2026-04-13


Created:	2026-04-09
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI2KKmXUk5ypThACJwBq_dejMbZ_PqItS

"SnoPUD CBEAI_106600_2026.0408_SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
2026-04-09 - 8:42:28 PM GMT
-  Document emailed to Karen Schraven (KSchraven@everettwa.gov) for approval
2026-04-09 - 8:43:14 PM GMT
-  Email viewed by Karen Schraven (KSchraven@everettwa.gov)
2026-04-09 - 8:43:45 PM GMT
-  Document approved by Karen Schraven (KSchraven@everettwa.gov)
Approval Date: 2026-04-09 - 8:44:10 PM GMT - Time Source: server
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval
2026-04-09 - 8:44:17 PM GMT
-  Email viewed by Tim Benedict (TBenedict@everettwa.gov)
2026-04-09 - 9:11:12 PM GMT
-  Document approved by Tim Benedict (TBenedict@everettwa.gov)
Approval Date: 2026-04-09 - 9:11:22 PM GMT - Time Source: server
-  Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature
2026-04-09 - 9:11:23 PM GMT
-  Email viewed by Cassie Franklin (cfranklin@everettwa.gov)
2026-04-11 - 4:46:11 PM GMT
-  Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)
Signature Date: 2026-04-11 - 4:46:23 PM GMT - Time Source: server
-  Document emailed to Marista Jorve (mjorve@everettwa.gov) for approval
2026-04-11 - 4:46:24 PM GMT

 Document approved by Marista Jorve (mjorve@everettwa.gov)

Approval Date: 2026-04-13 - 5:40:50 PM GMT - Time Source: server

 Agreement completed.

2026-04-13 - 5:40:50 PM GMT