

**CONSULTANT CONTRACT
BETWEEN THE CITY OF SEATAC AND
JONES LANG LASALLE AMERICAS, INC.**

THIS AGREEMENT is made and entered into on this 16th day of April, 2024, by and between the CITY OF SEATAC, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and Jones Lang LaSalle Americas, Inc., hereinafter referred to as the “Consultant,” and hereinafter referred to collectively as the “Parties.” The City hereby agrees to retain the Consultant, as an independent contractor, and the Consultant hereby agrees to serve the City pursuant to this Agreement.

1. Scope of Services.

The Consultant agrees to perform in a good and professional manner the tasks described on Exhibit “A” attached hereto and incorporated herein by this reference. (The tasks described on Exhibit “A” shall be individually referred to as a “task,” and collectively referred to as the “services.”) The Consultant shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment or other relationship with the City.

2. Additional Services.

From time-to-time hereafter, the Parties hereto may agree to the performance (by the Consultant) of additional services with respect to related work or projects. Any such agreements shall be set forth in writing and shall be executed by the Parties prior to the Consultant’s performance of the services, except as may be provided to the contrary in Section 3 of this Agreement. Upon proper completion and execution of an amendment (Consultant Contract Amendment), such amendment shall be incorporated into this Contract and shall have the same force and effect as if the terms of such amendment were a part of this Contract as originally executed. The performance of services pursuant to an amendment shall be subject to the terms and conditions of this Contract except where the amendment provides to the contrary, in which case the terms and conditions of any such amendment shall control. In all other respects, any amendment shall supplement and be construed in accordance with the terms and conditions of this Agreement.

3. Performance of Additional Services Prior to Execution of an Amendment.

The Parties hereby agree that situations may arise in which services other than those described on Exhibit “A” are desired by the City and the time period for the completion of such services makes the execution of amendment impractical prior to the commencement of the Consultant’s performance of the requested services. The Consultant hereby agrees that it shall perform such services upon the oral request of an authorized representative of the City pending execution of an amendment, at a rate of compensation to be agreed upon by the Parties. The invoice procedure for any such additional services shall be described in Section 7 of this Agreement.

4. Consultant’s Representations.

The Consultant hereby represents and warrants that it has all necessary licenses and certifications to perform the services provided for herein and is qualified to perform such

services.

5. City's Responsibilities.

The City shall do the following in a timely manner so as not to delay the services of the Consultant:

- A. Designate in writing a person to act as the City's representative with respect to the services. The City's designee shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services.
- B. Furnish the Consultant with all information, criteria, objectives, schedules and standards for the project and the services provided for herein.
- C. Arrange for access to the property or facilities as required for the Consultant to perform the services provided for herein.
- D. Examine and evaluate all studies, reports, memoranda, plans, sketches, and other documents prepared by the Consultant and render decisions regarding such documents in a timely manner to prevent delay of performance of the services.

6. Acceptable Standards.

The Consultant shall be responsible to provide, in connection with the services contemplated in this Agreement, work product and services of a quality and professional standard acceptable to the City.

7. Compensation.

As compensation for the Consultant's performance of the services provided for herein, the City shall pay the Consultant the fees and costs specified on Exhibit "B" attached hereto and incorporated herein by this reference, or as specified in an addendum. The Consultant shall submit to the City an invoice or statement of time spent on tasks included in the scope of work provided herein, and the City shall process the invoice or statement in the next billing/claim cycle following receipt of the invoice or statement and shall remit payment to the Consultant thereafter in the normal course, subject to any conditions or provisions in this Agreement or addendum.

8. Time for Performance and Term of Contract.

The Consultant shall perform the services provided for herein in accordance with the direction and schedule provided on Exhibit "C" attached hereto and incorporated herein by this reference, unless otherwise agreed to in writing by the Parties. The Term of this Agreement shall commence on the date hereof, or, on the day 16th April, 2024, and shall terminate upon completion of the performance of the scope of work provided herein, according to the schedule provided on Exhibit "C", unless otherwise agreed to in writing by the Parties.

9. Ownership and Use of Documents.

All documents, reports, memoranda, diagrams, sketches, plans, surveys, design calculations, working drawings and any other materials created or otherwise prepared by the Consultant as part of its performance of this Agreement ("Work Product") shall be

owned by and become the property of the City, and may be used by the City for any purpose beneficial to the City.

10. Records Inspection and Audit.

All compensation payments shall be subject to the adjustments for any amounts found upon audit or otherwise to have been improperly invoiced, and all records and books of accounts pertaining to any work performed under this Agreement shall be subject to inspection and audit by the City for a period of up to three (3) years from the final payment for work performed under this Agreement.

11. Public Records.

The Consultant acknowledges that the City is a public agency subject to the Public Records Act codified in Chapter 42.56 of the Revised Code of Washington and documents, notes, emails, and other records prepared or gathered by the Consultant in its performance of this Agreement may be subject to public review and disclosure, even if those records are not produced to or possessed by the City of SeaTac. Consultant agrees to cooperate fully in satisfying the City's duties and obligations under the Public Records Act.

12. Continuation of Performance.

In the event that any dispute or conflict arises between the Parties while this Agreement is in effect, the Consultant agrees that, notwithstanding such dispute or conflict, the Consultant shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities.

13. Administration of Contract.

This Agreement shall be administered by Jessica Bourdet, on behalf of the Consultant, and by the City Manager of the City, or designee, on behalf of the City. Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

CITY OF SEATAC:

City of SeaTac
Attn.: Gwen Voelpel
4800 S. 188th Street
SeaTac, WA 98188
Telephone: (206) 973-4816
Email: gvoelpel@seatacwa.gov

CONSULTANT:

Jones Lang LaSalle Americas, Inc.
Attn.: Sarah Thorson
1120 NW Couch Street, Suite 500
Portland, OR 97209
Telephone: 503-421-7210 Email:
sarah.thorson@jll.com

14. Notices.

All notices or communications permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or deposited in the United States mail, postage prepaid, for mailing by certified mail, return receipt requested, and addressed, if to a party of this Agreement, to the address for the party set forth above, or if to a person not a party to this Agreement, to the address designated

by a party to this Agreement in the foregoing manner.

Any party may change its address by giving notice in writing, stating its new address, to any other party, all pursuant to the procedure set forth in this Section of the Agreement.

15. Indemnification.

The Consultant shall indemnify and hold harmless the City and its elected and appointed officers, officials, employees, volunteers and agents, or any of them from any and all third party claims and resultant actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of, or arising out of the negligent acts or omissions of the Consultant, its officers, employees, agents, or any of them relating to or arising out of the performance of this Agreement. If a final judgment is rendered against the City, its elected and appointed officers, officials, employees, volunteers, agents and/or any of them, or jointly against the City and the Consultant and their respective officers, employees, agents, or any of them, the Consultant shall satisfy the same to the extent that such judgment was due to the Consultant's negligent acts or omissions.

16. Insurance.

The Consultant shall be responsible for maintaining, during the term of this Agreement, and, at its sole cost and expense, the types of insurance coverages and in the amounts described below. The Consultant shall furnish evidence, satisfactory to the City, of all such policies. During the term hereof, the Contractor shall take out and maintain in full force and effect the following insurance policies:

The minimum insurance types and limits are as follows: COMMERCIAL

GENERAL LIABILITY-Comprehensive Form

\$1,000,000 per occurrence liability/\$2,000,000 annual aggregate, coverage to include Premise and Operations Liability
Blanket Contractual
Product and Completed Operations Liability
Stop Gap Liability - \$1,000,000/\$1,000,000/\$1,000,000

AUTOMOBILE LIABILITY

\$1,000,000 per accident bodily injury and property damage liability, including any owned, hired or non-owned automobile

ERRORS AND OMISSIONS

\$1,000,000 per occurrence liability

PROFESSIONAL LIABILITY, ERRORS & OMISSIONS

\$1,000,000 per occurrence, and in the aggregate

WORKER'S COMPENSATION

Employees of Consultant and subcontractors are to be insured under Washington State Industrial Insurance.

The above policy limits may be obtained through the use of excess liability (umbrella) insurance. Consultant must obtain a Certificate of Insurance that complies with the requirements above, which must be approved by the City's Risk Management division.

Failure of the Contractor to fully comply with the requirements regarding insurance will be considered a material breach of contract and shall be cause for immediate termination of this Agreement.

17. Assignment.

Neither party to this Agreement shall assign any right or obligation hereunder, in whole, or, in part, without the prior written consent of the other party hereto. No assignment or transfer of any interest under this Agreement shall be deemed to release the assignor from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.

18. Amendment, Modification or Waiver.

No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid, or, of any effect, unless made in writing, signed by the party or Parties to be bound, or such party's or Parties' duly authorized representative(s) and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not affect or impair any right arising from any subsequent default.

Nothing herein shall limit the remedies or rights of the Parties hereto under and pursuant to this Agreement.

19. Termination and Suspension.

Either party may terminate this Agreement upon written notice to the other party if the other party fails substantially to perform in accordance with the terms of this Agreement through no fault of the party terminating the Agreement.

The City may terminate this Agreement not less than seven (7) days written notice to the Consultant, if the services provided for herein are no longer needed from the Consultant, and/or if the legislative body of the City does not appropriate funds in the City budget to pay for such services.

If this Agreement is terminated through no fault of the Consultant, the Consultant shall be compensated for services performed prior to termination in accordance with the rate of compensation provided in Exhibit "B" hereof.

20. Parties in Interest.

This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties hereto and their respective successors and assigns, provided that this Section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of

the Parties hereto and it does not create a contractual relationship with or exist for the benefit of any third-party, including contractors, subcontractors and their sureties.

21. Costs to Prevailing Party.

In the event of such litigation or other legal action, to enforce any rights, responsibilities or obligations under this Agreement, the prevailing Parties shall be entitled to receive its reasonable attorneys' fees and costs.

22. Applicable Law.

This Agreement and the rights of the Parties hereunder shall be governed by the interpreted in accordance with the laws of the State of Washington and venue for any action hereunder shall be in the county in Washington State in which the property or project is located, and, if not site specific, then in King County, Washington; provided, however, that it is agreed and understood that any applicable statute of limitation shall commence no later than the substantial completion of the services by the Consultant.

23. Captions, Headings and Titles.

All captions, headings or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraphs or sections to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and masculine, feminine and neutral expressions shall be interchangeable. Interpretation or construction of this Agreement shall not be affected by any determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of the Parties.

24. Severable Provisions.

Each provision of this Agreement is intended to be severable. If any provision hereof is deemed illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

25. Entire Contract.

This Agreement contains the entire understanding of the Parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the Parties with respect to such subject matter.

26. Counterparts.

This Contract may be executed in multiple counterparts, each of which shall be one and the same Contract and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other party.

27. Limitation on Liability.

Each party waives any claims for punitive, consequential, speculative or exemplary damages, including, without limitation, lost revenue or profit, even if a party has knowledge of the possibility of such damages; and, except for (i) third party claims for bodily injury, death or property damage and (ii) claims based upon Consultant's gross negligence, willful misconduct or fraud, in no event shall Consultant's liability to the City with respect to this Agreement exceed

Two Million Dollars. IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed effective the day and year first set forth above.

CITY OF SEATAC:

JONES LANG LASALLE
AMERICAS, INC.:

By: *Kyle Moore*
Printed Name: K y l e M o o r e
Its: Interim City Manager
Date: Jun 12, 2024

By: *JLB*
Name: Jessica Bourdet
Its: Senior Managing Director
Date: Jun 12, 2024

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: *Cindy Corsilles*
Printed Name: C i n d y C o r s i l l e s
Its: Senior Assistant City Attorney

By: *JLB*
Name: Jessica Bourdet
It's: Senior Managing Director

EXHIBIT A

Development Management Scope of Services Overview



Detailed Scope of Services for Development Management

Phase 0 -- Project Initiation

Master Visioning

- Lead project visioning session with the City to define project success criteria and to gain a clear understanding of the project, inclusive of urban impact, community development, DEI, sustainability, employee recruitment & retention, customer experience, etc.. This session will outline project goals in terms of contract, program, cost, schedule and any other specific requirements that are of importance to the City.
- Assemble the development charter to include intent, project goals, target budget, target completion date, operational and schedule drivers, key stakeholders (end users, community, AHJs, utility companies, etc.) and roles and responsibilities of the core team.
- Define goals and metrics of success for the project.

Project Management Setup

- Define communication protocols to memorialize efficient paths of communication as the project team grows.
- Assemble a comprehensive set of rules for engagement between the project team and all external entities (AHJ, local utilities, environmental governance, etc.).
- Develop a running risk and constraint tracking mechanism to communicate all real and potential issues to the team and manage team accountability throughout the course of design and entitlements.

Phase 1a – Definition

• Procurement of Consulting Partners

- Lead and facilitate the procurement of a community outreach/communications firm that fits with the criteria and goals set up by the City (such a firm's fees are not included in the cost proposal from JLL)
- Lead facilitate the procurement of other third-party partners required for programming and massing a future City Hall at various potential sites (such firms' fees are not included in the cost proposal from JLL)
- Selection will occur in collaboration with the City

• Precedence Analysis

- Identification of other projects that should serve as concept sources for this one; community-centric City Halls and civic centers, urban impact and new downtowns, transit-oriented considerations, etc.

Detailed Scope of Services for Development Management

Phase 1a – Definition (continued)

• **Due Diligence of Potential Sites**

- Analysis of the three sites currently being considered by the City, identification of possible additional candidates, including considerations like:
 - Anticipated price
 - Ease/likelihood of transaction
 - Transaction structures
 - Zoning/entitlements; seismic or soils considerations
 - Urban redevelopment goals
 - Site size and ability to accommodate City program
 - Environmental & social considerations
- Review any available site/project specific documentation such as, but not limited to: graphics/photographs; appraisals and tax information; documents of title noting how the property is held, any restrictions on its use, and a title report, existing traffic analyses or reports, environmental impact reports, other environmental compliance documentation, neighborhood information, and proximate site descriptions and details/issues.
- Review existing, if any, development agreements, issued or pending encumbrances, compliance or violation documents, litigation related to the sites or notices received.
- Coordinate all related engineering reports including seismic assessments, geotechnical, civil and environmental reports.
- Develop comparative data matrix of sites for ongoing use and decision-making.

• **Workplace Strategy & Program Definition**

- Define program of future facility based on current and future needs of the City. This will leverage JLL's workplace specialists to work directly with City staff and leadership to craft a custom program for the City, optimizing space projections for a broad variety of space types based on how the City operates.
 - Use data analysis, leadership & stakeholder interviews, analysis of departmental workflows and function, analysis of City growth history, existing work program
 - Development of workspace alternatives (types of spaces & square footages), anticipated future needs, and rationale
- Determine technical requirements for each "type" of space within the program in collaboration with the design team and City.

• **Financial Framework & Risk**

- Review anticipated financial plans with City leadership
- Workshop on project risk, risk transfer, and public-private partnership alternatives

Detailed Scope of Services for Development Management

Phase 1b - Alternatives Development & Analysis

Alternatives Development

- Develop a variety of City Hall alternatives for the City's consideration, each addressing the overall defined space need for City operations, as well as other critical factors. To do this, in collaboration with the City, JLL will:
 - Massing studies on each of the potential sites (2-3 tests for 3-5 sites), with a focus on the most ideal layout
 - Estimate high-level development costs (and any potential offsetting revenues) for up to 5 of the most promising alternatives
- Using the development costs and other financial factors identified, JLL will test project performance under up to 3 financing alternatives identified as most relevant to the City Hall project.
 - Assemble initial proforma estimates to align with massing, entitlement requirements, and the current schedule for each site. This estimate should include conservative but realistic information related to the market conditions for all phases of the development and should align with the project goals.
 - Develop a strategic plan for community engagement, identifying local initiatives and communication forums to maintain a positive perception of the project. Implement a kick-off of community engagement activities.

Alternatives Analysis

- Analyze with City staff a representative range of implementation alternatives for the City Hall project to:
 - Identify and prioritize the potential relocation sites worth pursuing acquisition negotiations
 - Understand overall cost implications to the City on an upfront and net-present-value ("NPV") life-cycle basis
 - Identify and evaluate performance of various other factors influential to city decision-makers, such as resident access, urban development impacts, etc.
- Create a side-by-side comparative matrix outlining performance of the various alternatives across all key factors
- JLL will collaborate with community engagement consulting partners in generating materials and communications as necessary for initial community engagement activities at this time, as well as participate in various sessions to ensure initial community feedback is integrated into project thinking at the onset

Phase 1c - Combined Recommendation and Next Steps

- Based on all factors to date, JLL will present to staff (and Council if appropriate) a draft recommendation with a clear rationale—financial and non-financial considerations.
- Executive brief for public presentation on recommendation, methodology, alternatives, and rationale; public access to all relevant (and non-private) data and background work on the project
- Recommended next steps, as appropriate: Site acquisition update/next steps; project master milestone schedule for review and approval by the project leadership team; Prepare a detailed options assessment report including site viability, site constraints, risks, target budget, target completion date, operational and schedule drivers
- Presentation to Council and/or key stakeholders

EXHIBIT B

Proposed fee & costs



The resources JLL expects to utilize for SeaTac's Civic Campus predevelopment phases are centered around the collective experience, proven processes and expertise of our firm's real estate professionals. Compensation for these services is therefore based on the total estimated time investment of this team of professionals.

For the performance of the services required to complete SeaTac's predevelopment phases of this project, JLL anticipates the following time commitment and associated fee schedule. Should the Project scope of services or the anticipated schedule change, JLL will adjust our fee accordingly.

Fee Summary		
Phases	Weeks	Total Cost
0 – Vision & Project Management Setup	3 - 4	30,000
1A – Definition & Program	16 - 18	162,000
1B – Development & Analysis of Implementation Alternatives	12 - 14	94,000
1C – Recommendations & Next Steps	2 - 4	41,600
	GRAND TOTAL:	\$327,600
	<i>Per Month (7 months)</i>	<i>\$46,800</i>

Reimbursable expenses

Reimbursable expenses for JLL on this project phase are not anticipated to exceed **\$19,500**. Expenses may include transportation, parking, messenger service, or postage. Expenses will be invoiced at cost with no markups.

Third Party Consultant Fees Excluded

Third party consultants are excluded from this proposal, but the following consultants' may be required for Phase 0 & 1:

- Land Use Attorney
- Geotechnical Engineer
- Civil Engineer
- Environmental Consultant
- Architect
- General Contractor

Exclusions

The following expense items are excluded from this proposal:

- Premiums for Errors & Omissions insurance
- Legal Fees
- JLL serving as an Expert Witness
- Fees for non-JLL proprietary technologies
- Fee to support project when work is on "hold"

Additional Fees

Services requested by client not included in the scope of services described by JLL as applicable for this project earlier in this proposal, shall be billed in accordance with the following hourly rate schedule:

**Modification of team and/or other "consultant" arrangement may require hourly fees to be amended*

Title	2024 Hourly Rates
Sr. Vice President	\$395
Sr. Associate	\$325
Vice President	\$300
Sr. Project Manager	\$215
Project Manager	\$195

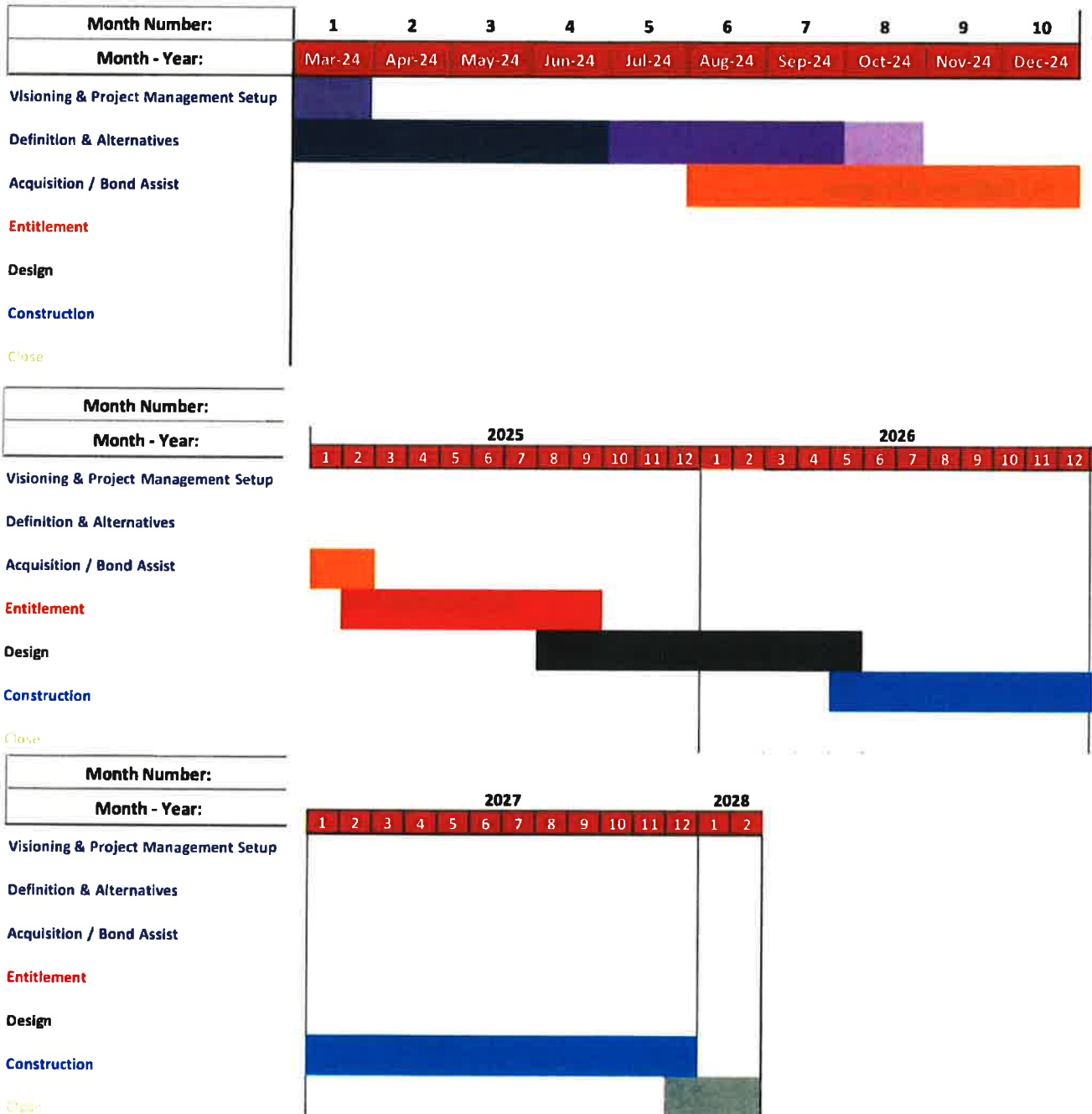
EXHIBIT C

Schedule Overview



Estimated Project Schedule

We have developed the below schedule for a high-level overview of the potential project duration. However, there are significant number of variables that can impact milestones and timelines, and this schedule should be used only as a reference point.



Schedule Overview



Estimated Schedule for Phases 0 and 1

We have developed the below schedule for the first two phases of work. There are activities within the phases that will overlap or run concurrently; and each phase will result in a distinct deliverable for the City of SeaTac.

Upon project initiation, JLL will begin with a team visioning session, followed by site research and due diligence.

Phase 0: Visioning & Project Management Setup

Activities		
Visioning and Project Management Setup	1 st Month	
Approximate timeline	3-4 weeks	March 2024

Phase 1A: Definition

Activities		
Procurement of Consulting Partners	2 months	
Precedence Analysis	1-2 months	
Due Diligence of Potential Sites	4 months	
Workplace Strategy & Program Definition	months	
Financial Framework & Risk	1-2 months	
Approximate timeline	4 months	March 2024 thru June 2024

Phase 1B: Analysis

Activities		
Alternatives Development	1-2 months	
Alternatives Analysis	1-2 months	
Approximate timeline	3 months	July 2024 thru September 2024

Phase 1C: Recommendation & Next Steps

Activities		
Development & Socialization of Material	1 month	
Council Presentation	-	
Approximate timeline	1 month	September or October 2024

A communications and stakeholder engagement plan would be developed and begun implementation throughout the activities of Phase 1.

