



1 this Agreement. For the purposes of this Section, a fiscal year commences on  
2 October 1 of the year and continues through September 30 of the following year. In  
3 the event that the City Council of the City fails to appropriate the necessary funds  
4 for any fiscal year, then, and in that event, the Agreement will terminate at no  
5 additional cost or obligation to the City.

6 C. Consultant may select the time and place of performance for  
7 these services; provided, however, that access to City documents, records and the  
8 like, if needed by Consultant, shall be available only during City's normal business  
9 hours and provided that milestones for performance, if any, are met.

10 D. Consultant has requested to receive regular payments. City  
11 shall pay Consultant in due course of payments following receipt from Consultant  
12 and approval by City of invoices showing the services or task performed, the time  
13 expended (if billing is hourly), and the name of the Project. Consultant shall certify  
14 on the invoices that Consultant has performed the services in full conformance with  
15 this Agreement and is entitled to receive payment. Each invoice shall be  
16 accompanied by a progress report indicating the progress to date of services  
17 performed and covered by the invoice, including a brief statement of any Project  
18 problems and potential causes of delay in performance, and listing those services  
19 that are projected for performance by Consultant during the next invoice cycle.  
20 Where billing is done and payment is made on an hourly basis, the parties  
21 acknowledge that this arrangement is either customary practice for Consultant's  
22 profession, industry or business, or is necessary to satisfy audit and legal  
23 requirements which may arise due to the fact that City is a municipality.

24 E. Consultant represents that Consultant has obtained all  
25 necessary information on conditions and circumstances that may affect its  
26 performance and has conducted site visits, if necessary.

27 F. CAUTION: Consultant shall not begin work until this  
28 Agreement has been signed by both parties and until Consultant's evidence of

1 insurance has been delivered to and approved by City.

2 2. TERM. The term of this Agreement shall commence at midnight on  
3 July 1, 2021, and shall terminate at 11:59 p.m. on June 30, 2023, unless sooner terminated  
4 as provided in this Agreement, or unless the services or the Project is completed sooner.

5 3. COORDINATION AND ORGANIZATION.

6 A. Consultant shall coordinate its performance with City's  
7 representative, if any, named in Exhibit "C", attached to this Agreement and  
8 incorporated by this reference. Consultant shall advise and inform City's  
9 representative of the work in progress on the Project in sufficient detail so as to  
10 assist City's representative in making presentations and in holding meetings on the  
11 Project. City shall furnish to Consultant information or materials, if any, described  
12 in Exhibit "D", attached to this Agreement and incorporated by this reference, and  
13 shall perform any other tasks described in the Exhibit.

14 B. The parties acknowledge that a substantial inducement to City  
15 for entering this Agreement was and is the reputation and skill of Consultant's key  
16 employee, named in Exhibit "E" attached to this Agreement and incorporated by this  
17 reference. City shall have the right to approve any person proposed by Consultant  
18 to replace that key employee.

19 4. INDEPENDENT CONTRACTOR. In performing its services,  
20 Consultant is and shall act as an independent contractor and not an employee,  
21 representative or agent of City. Consultant shall have control of Consultant's work and the  
22 manner in which it is performed. Consultant shall be free to contract for similar services to  
23 be performed for others during this Agreement; provided, however, that Consultant acts in  
24 accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges  
25 and agrees that (a) City will not withhold taxes of any kind from Consultant's compensation;  
26 (b) City will not secure workers' compensation or pay unemployment insurance to, for or  
27 on Consultant's behalf; and (c) City will not provide and Consultant is not entitled to any of  
28 the usual and customary rights, benefits or privileges of City employees. Consultant

1 expressly warrants that neither Consultant nor any of Consultant's employees or agents  
2 shall represent themselves to be employees or agents of City.

3 5. INSURANCE.

4 A. As a condition precedent to the effectiveness of this  
5 Agreement, Consultant shall procure and maintain, at Consultant's expense for the  
6 duration of this Agreement, from insurance companies that are admitted to write  
7 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
8 Company or from authorized non-admitted insurance companies subject to Section  
9 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII  
10 by A.M. Best Company, the following insurance:

11 i. Commercial general liability insurance (equivalent in  
12 scope to ISO form CG 00 01 04 13 ) in an amount not less than \$1,000,000  
13 per each occurrence and \$2,000,000 general aggregate. This coverage shall  
14 include but not be limited to broad form contractual liability, cross liability,  
15 independent contractors liability, and products and completed operations  
16 liability. City, its boards and commissions, and their officials, employees and  
17 agents shall be named as additional insureds by endorsement (on City's  
18 endorsement form or on an endorsement equivalent in scope to ISO form CG  
19 20 10 04 13 and CG 20 37 04 13 ), and this insurance shall contain no special  
20 limitations on the scope of protection given to City, its boards and  
21 commissions, and their officials, employees and agents. This policy shall be  
22 endorsed to state that the insurer waives its right of subrogation against City,  
23 its boards and commissions, and their officials, employees and agents.

24 ii. Workers' Compensation insurance as required by the  
25 California Labor Code and employer's liability insurance in an amount not  
26 less than \$1,000,000. This policy shall be endorsed to state that the insurer  
27 waives its right of subrogation against City, its boards and commissions, and  
28 their officials, employees and agents.

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iii. Professional liability or errors and omissions insurance in an amount not less than \$1,000,000 per claim.

iv. Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less than \$500,000 combined single limit per accident.

B. Any self-insurance program, self-insured retention, or deductible shall protect City, its officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions.

C. Each insurance policy shall be endorsed to state that coverage shall not be reduced, non-renewed or canceled except after thirty (30) days prior written notice to City, shall be primary and not contributing to any other insurance or self-insurance maintained by City, and shall be endorsed to state that coverage maintained by City shall be excess to and shall not contribute to insurance or self-insurance maintained by Consultant. Consultant shall notify City in writing within five (5) days after any insurance has been voided by the insurer or cancelled by the insured.

D. If this coverage is written on a "claims made" basis, it must provide for an extended reporting period of not less than one hundred eighty (180) days, commencing on the date this Agreement expires or is terminated, unless Consultant guarantees that Consultant will provide to City evidence of uninterrupted, continuing coverage for a period of not less than three (3) years, commencing on the date this Agreement expires or is terminated.

E. Consultant shall require that all subconsultants or contractors that Consultant uses in the performance of these services maintain insurance in compliance with this Section unless otherwise agreed in writing by City's Risk Manager or designee.

F. Prior to the start of performance, Consultant shall deliver to City

1 certificates of insurance and the endorsements for approval as to sufficiency and  
2 form. In addition, Consultant shall, within thirty (30) days prior to expiration of the  
3 insurance, furnish to City certificates of insurance and endorsements evidencing  
4 renewal of the insurance. City reserves the right to require complete certified copies  
5 of all policies of Consultant and Consultant's subconsultants and contractors, at any  
6 time. Consultant shall make available to City's Risk Manager or designee all books,  
7 records and other information relating to this insurance, during normal business  
8 hours.

9 G. Any modification or waiver of these insurance requirements  
10 shall only be made with the approval of City's Risk Manager or designee. Not more  
11 frequently than once a year, City's Risk Manager or designee may require that  
12 Consultant, Consultant's subconsultants and contractors change the amount, scope  
13 or types of coverages required in this Section if, in his or her sole opinion, the  
14 amount, scope or types of coverages are not adequate.

15 H. The procuring or existence of insurance shall not be construed  
16 or deemed as a limitation on liability relating to Consultant's performance or as full  
17 performance of or compliance with the indemnification provisions of this Agreement.

18 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
19 contemplates the personal services of Consultant and Consultant's employees, and the  
20 parties acknowledge that a substantial inducement to City for entering this Agreement was  
21 and is the professional reputation and competence of Consultant and Consultant's  
22 employees. Consultant shall not assign its rights or delegate its duties under this  
23 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval  
24 of City, except that (i) Consultant may with the prior approval of the City Manager of City,  
25 assign any moneys due or to become due Consultant under this Agreement Any attempted  
26 prohibited assignment or delegation shall be void, and any assignee or delegate shall  
27 acquire no right or interest by reason of such an attempted assignment or delegation.  
28 Furthermore, Consultant shall not subcontract any portion of its performance without the

1 prior approval of the City Manager or designee, or substitute an approved subconsultant  
2 or contractor without approval prior to the substitution. Nothing stated in this Section shall  
3 prevent Consultant from employing as many employees as Consultant deems necessary  
4 for performance of this Agreement.

5           7.    CONFLICT OF INTEREST. Consultant, by executing this Agreement,  
6 certifies that, at the time Consultant executes this Agreement and for its duration,  
7 Consultant does not knowingly and will not perform services for any other client which  
8 would create a conflict, whether monetary or otherwise, as between the interests of City  
9 and the interests of that other client. Consultant further certifies that Consultant does not  
10 knowingly now have and shall not acquire any interest, direct or indirect, in the area  
11 covered by this Agreement or any other source of income, interest in real property or  
12 investment which would be affected in any manner or degree by the performance of  
13 Consultant's services hereunder. And, Consultant shall obtain similar certifications from  
14 Consultant's employees, subconsultants and contractors.

15           8.    MATERIALS. Consultant shall furnish all labor and supervision,  
16 supplies, materials, tools, machinery, equipment, appliances, transportation and services  
17 necessary to or used in the performance of Consultant's obligations under this Agreement,  
18 except as stated in Exhibit "D".

19           9.    OWNERSHIP OF DATA. All materials, information and data  
20 prepared, developed or assembled by Consultant or furnished to Consultant in connection  
21 with this Agreement, including but not limited to documents, estimates, calculations,  
22 studies, maps, graphs, charts, computer disks, computer source documentation, samples,  
23 models, reports, summaries, drawings, designs, notes, plans, information, material and  
24 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,  
25 and City shall have the unrestricted right to use and disclose the Data in any manner and  
26 for any purpose without payment of further compensation to Consultant. Copies of Data  
27 may be retained by Consultant but Consultant warrants that Data shall not be made  
28 available to any person or entity for use without the prior approval of City. This warranty

1 shall survive termination of this Agreement for five (5) years.

2           10. TERMINATION. Either party shall have the right to terminate this  
3 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days  
4 prior written notice to the other party. In the event of termination under this Section, City  
5 shall pay Consultant for services satisfactorily performed and costs incurred up to the  
6 effective date of termination for which Consultant has not been previously paid, and City  
7 shall remain liable for post-termination commissions, if any, in accordance with Exhibit [B]..  
8 The procedures for payment in Section 1.B. with regard to invoices shall apply. On the  
9 effective date of termination, Consultant shall deliver to City all Data developed or  
10 accumulated in the performance of this Agreement, whether in draft or final form, or in  
11 process. And, Consultant acknowledges and agrees that City's obligation to make final  
12 payment is conditioned on Consultant's delivery of the Data to City.

13           11. CONFIDENTIALITY. Consultant shall keep all Data confidential and  
14 shall not disclose the Data or use the Data directly or indirectly, other than in the course of  
15 performing its services, during the term of this Agreement and for five (5) years following  
16 expiration or termination of this Agreement. Consultant shall not disclose any or all of the  
17 Data to any third party, or use it for Consultant's own benefit or the benefit of others except  
18 for the purpose of this Agreement.

19           12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for  
20 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates  
21 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available  
22 without breach of this Agreement by Consultant; or (c) a third party who has a right to  
23 disclose does so to Consultant without restrictions on further disclosure; or (d) must be  
24 disclosed pursuant to subpoena or court order or other government regulation.

25           13. ADDITIONAL COSTS AND REDESIGN.

26           A. Any costs incurred by City due to Consultant's failure to meet  
27 the standards required by the scope of work or Consultant's failure to perform fully  
28 the tasks described in the scope of work which, in either case, causes City to request



1 that Consultant perform again all or part of the Scope of Work shall be at the sole  
2 cost of Consultant and City shall not pay any additional compensation to Consultant  
3 for its re-performance.

4 14. AMENDMENT. This Agreement, including all Exhibits, shall not be  
5 amended, nor any provision or breach waived, except in writing signed by the parties which  
6 expressly refers to this Agreement.

7 15. LAW. This Agreement shall be construed in accordance with the laws  
8 of the State of California, and the venue for any legal actions brought by any party with  
9 respect to this Agreement shall be the County of Los Angeles, State of California for state  
10 actions and the Central District of California for any federal actions. Consultant shall cause  
11 all work performed in connection with construction of the Project to be performed in  
12 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,  
13 county or municipal governments or agencies (including, without limitation, all applicable  
14 federal and state labor standards, including the prevailing wage provisions of sections 1770  
15 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire  
16 marshal, health officer, building inspector, or other officer of every governmental agency  
17 now having or hereafter acquiring jurisdiction.

18 16. PREVAILING WAGES.

19 A. Consultant agrees that all public work (as defined in California  
20 Labor Code section 1720) performed pursuant to this Agreement (the "Public  
21 Work"), if any, shall comply with the requirements of California Labor Code sections  
22 1770 *et seq.* City makes no representation or statement that the Project, or any  
23 portion thereof, is or is not a "public work" as defined in California Labor Code  
24 section 1720.

25 B. In all bid specifications, contracts and subcontracts for any  
26 such Public Work, Consultant shall obtain the general prevailing rate of per diem  
27 wages and the general prevailing rate for holiday and overtime work in this locality  
28 for each craft, classification or type of worker needed to perform the Public Work,

1 and shall include such rates in the bid specifications, contract or subcontract. Such  
2 bid specifications, contract or subcontract must contain the following provision: "It  
3 shall be mandatory for the contractor to pay not less than the said prevailing rate of  
4 wages to all workers employed by the contractor in the execution of this contract.  
5 The contractor expressly agrees to comply with the penalty provisions of California  
6 Labor Code section 1775 and the payroll record keeping requirements of California  
7 Labor Code section 1771."

8 17. ENTIRE AGREEMENT. This Agreement, including all Exhibits,  
9 constitutes the entire understanding between the parties and supersedes all other  
10 agreements, oral or written, with respect to the subject matter in this Agreement.

11 18. INDEMNITY.

12 A. Consultant shall indemnify, protect and hold harmless City, its  
13 Boards, Commissions, and their officials, employees and agents ("Indemnified  
14 Parties"), from and against any and all liability resulting from third party claims,  
15 demands, damage, loss, obligations, causes of action, proceedings, awards, fines,  
16 judgments, penalties, costs and expenses, arising or alleged to have arisen, in  
17 whole or in part, out of or in connection with (1) Consultant's breach or failure to  
18 comply with any of its obligations contained in this Agreement, including any  
19 obligations arising from the Project's compliance with or failure to comply with  
20 applicable laws, including all applicable federal and state labor requirements  
21 including, without limitation, the requirements of California Labor Code section 1770  
22 *et seq.* or (2) negligent acts, errors, omissions or misrepresentations or willful  
23 misconduct committed by Consultant, its officers, employees, agents,  
24 subcontractors, or anyone under Consultant's control, in the performance of work  
25 or services under this Agreement (collectively "Claims" or individually "Claim").

26 B. In addition to Consultant's duty to indemnify, Consultant shall  
27 have a separate and wholly independent duty to defend Indemnified Parties at  
28 Consultant's expense by legal counsel approved by City (provided that if legal

1 counsel must be selected by Consultant's insurance carrier, City acknowledges  
2 such approval right is not guaranteed), from and against all Claims, and shall  
3 continue this defense until the Claims are resolved, whether by settlement, judgment  
4 or otherwise. No finding or judgment of negligence, fault, breach, or the like on the  
5 part of Consultant shall be required for the duty to defend to arise. City shall notify  
6 Consultant of any Claim, shall tender the defense of the Claim to Consultant, and  
7 shall assist Consultant, as may be reasonably requested, in the defense.

8 C. If a court of competent jurisdiction determines that a Claim was  
9 caused by the sole negligence or willful misconduct of Indemnified Parties,  
10 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the  
11 court determines sole negligence by the Indemnified Parties, or (2) reduced by the  
12 percentage of willful misconduct attributed by the court to the Indemnified Parties.

13 D. The provisions of this Section shall survive the expiration or  
14 termination of this Agreement.

15 19. AMBIGUITY. In the event of any conflict or ambiguity between this  
16 Agreement and any Exhibit, the provisions of this Agreement shall govern.

17 20. NONDISCRIMINATION.

18 A. In connection with performance of this Agreement and subject  
19 to applicable rules and regulations, Consultant shall not discriminate against any  
20 employee or applicant for employment because of race, religion, national origin,  
21 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or  
22 disability. Consultant shall ensure that applicants are employed, and that  
23 employees are treated during their employment, without regard to these bases.  
24 These actions shall include, but not be limited to, the following: employment,  
25 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or  
26 termination; rates of pay or other forms of compensation; and selection for training,  
27 including apprenticeship.

28 B. It is the policy of City to encourage the participation of

1 Disadvantaged, Minority and Women-Owned Business Enterprises in City's  
2 procurement process, and Consultant agrees to use its best efforts to carry out this  
3 policy in its use of subconsultants and contractors to the fullest extent consistent  
4 with the efficient performance of this Agreement. Consultant may rely on written  
5 representations by subconsultants and contractors regarding their status.  
6 Consultant shall report to City in May and in December or, in the case of short-term  
7 agreements, prior to invoicing for final payment, the names of all subconsultants  
8 and contractors hired by Consultant for this Project and information on whether or  
9 not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as  
10 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

11 21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in  
12 accordance with the provisions of the Ordinance, this Agreement is subject to the  
13 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the  
14 Long Beach Municipal Code, as amended from time to time.

15 A. During the performance of this Agreement, the Consultant  
16 certifies and represents that the Consultant will comply with the EBO. The  
17 Consultant agrees to post the following statement in conspicuous places at its place  
18 of business available to employees and applicants for employment:

19 "During the performance of a contract with the City of Long Beach, the  
20 Consultant will provide equal benefits to employees with spouses and its  
21 employees with domestic partners. Additional information about the City of  
22 Long Beach's Equal Benefits Ordinance may be obtained from the City of  
23 Long Beach Business Services Division at 562-570-6200."

24 B. The failure of the Consultant to comply with the EBO will be  
25 deemed to be a material breach of the Agreement by the City.

26 C. If the Consultant fails to comply with the EBO, the City may  
27 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or  
28 to become due under the Agreement may be retained by the City. The City may

1 also pursue any and all other remedies at law or in equity for any breach.

2 D. Failure to comply with the EBO may be used as evidence  
3 against the Consultant in actions taken pursuant to the provisions of Long Beach  
4 Municipal Code 2.93 et seq., Contractor Responsibility.

5 E. If the City determines that the Consultant has set up or used its  
6 contracting entity for the purpose of evading the intent of the EBO, the City may  
7 terminate the Agreement on behalf of the City. Violation of this provision may be  
8 used as evidence against the Consultant in actions taken pursuant to the provisions  
9 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

10 22. NOTICES. Any notice or approval required by this Agreement shall  
11 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
12 postage prepaid, addressed to Consultant at the address first stated above, and to City at  
13 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager. Notice of  
14 change of address shall be given in the same manner as stated for other notices. Notice  
15 shall be deemed given on the date deposited in the mail or on the date personal delivery  
16 is made, whichever occurs first.

17 23. COPYRIGHTS AND PATENT RIGHTS.

18 A. Consultant shall place the following copyright protection on all  
19 Data: © City of Long Beach, California \_\_\_\_, inserting the appropriate year.

20 B. City reserves the exclusive right to seek and obtain a patent or  
21 copyright registration on any Data or other result arising from Consultant's  
22 performance of this Agreement. By executing this Agreement, Consultant assigns  
23 any ownership interest Consultant may have in the Data to City.

24 C. Consultant warrants that the Data does not violate or infringe  
25 any patent, copyright, trade secret or other proprietary right of any other party.  
26 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials  
27 and employees harmless from any and all third party claims, demands, damages,  
28 loss, liability, causes of action, costs or expenses (including reasonable attorney's

1 fees) whether or not reduced to judgment, arising from any breach or alleged breach  
2 of this warranty.

3 24. COVENANT AGAINST CONTINGENT FEES. Consultant warrants  
4 that Consultant has not employed or retained any entity or person to solicit or obtain this  
5 Agreement and that Consultant has not paid or agreed to pay any entity or person any fee,  
6 commission or other monies based on or from the award of this Agreement. If Consultant  
7 breaches this warranty, City shall have the right to terminate this Agreement immediately  
8 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments  
9 due under this Agreement or otherwise recover the full amount of the fee, commission or  
10 other monies.

11 25. WAIVER. The acceptance of any services or the payment of any  
12 money by City shall not operate as a waiver of any provision of this Agreement or of any  
13 right to damages or indemnity stated in this Agreement. The waiver of any breach of this  
14 Agreement shall not constitute a waiver of any other or subsequent breach of this  
15 Agreement.

16 26. CONTINUATION. Termination or expiration of this Agreement shall  
17 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,  
18 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

19 27. TAX REPORTING. As required by federal and state law, City is  
20 obligated to and will report the payment of compensation to Consultant on Form 1099-  
21 Misc. Consultant shall be solely responsible for payment of all federal and state taxes  
22 resulting from payments under this Agreement. Consultant shall submit Consultant's  
23 Employer Identification Number (EIN), or Consultant's Social Security Number if  
24 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of  
25 Financial Management. Consultant acknowledges and agrees that City has no obligation  
26 to pay Consultant until Consultant provides one of these numbers.

27 28. ADVERTISING. Consultant shall not use the name of City, its officials  
28 or employees in any advertising or solicitation for business or as a reference, without the

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4864

1 prior approval of the City Manager or designee.

2 29. AUDIT. City shall have the right at all reasonable times during the  
3 term of this Agreement and for a period of five (5) years after termination or expiration of  
4 this Agreement to examine, audit, inspect, review, extract information from and copy all  
5 books, records, accounts and other documents of Consultant relating to this Agreement.

6 30. THIRD PARTY BENEFICIARY. This Agreement is not intended or  
7 designed to or entered for the purpose of creating any benefit or right for any person or  
8 entity of any kind that is not a party to this Agreement.

9 IN WITNESS WHEREOF, the parties have caused this document to be duly  
10 executed with all formalities required by law as of the date first stated above.

11  
12  
13 June 25, 2021

JONES LANG LASALLE BROKERAGE,  
INC., a Texas corporation

By [Signature]  
Name Cherie Smith  
Title Managing Director

14  
15 July 16, 2021, 2021

By [Signature]  
Name Jeffrey Ingham  
Title Senior Managing Director

"Consultant"

16  
17  
18  
19  
20 August 13, 2021

CITY OF LONG BEACH, a municipal  
corporation

By [Signature]  
EXECUTIVE MANAGER

"City" TO SECTION 301 OF  
THE CITY CHARTER

21  
22  
23 This Agreement is approved as to form on 8-11, 2021.

24  
25 CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

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# EXHIBIT “A”

## Scope of Work



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## EXHIBIT A

### REAL ESTATE BROKER SERVICES SCOPE OF SERVICES

Services to be provided include, but are not limited to, the following:

#### STRATEGIC PLANNING

- Demographic analysis
- User needs assessment
- Space programming
- Market survey research
- Request for proposals
- Building and space evaluations
- Financial analysis
- Proposal summary and analysis
- Letter of understanding/Business terms

#### TRANSACTION SERVICES

- Tenant representation
- Site acquisitions
- Site dispositions
- Lease renewals/restructures
- Transaction project management
- Sale/leaseback
- Document/Lease review
- Negotiation
- Design and Construction (Not Provided)
- Construction management (Not Provided)

#### ADMINISTRATIVE

- Lease administration (Not Provided)
- Benchmarking
- Policies and procedures (Not Provided)
- Operating expenses audits
- Facility audits

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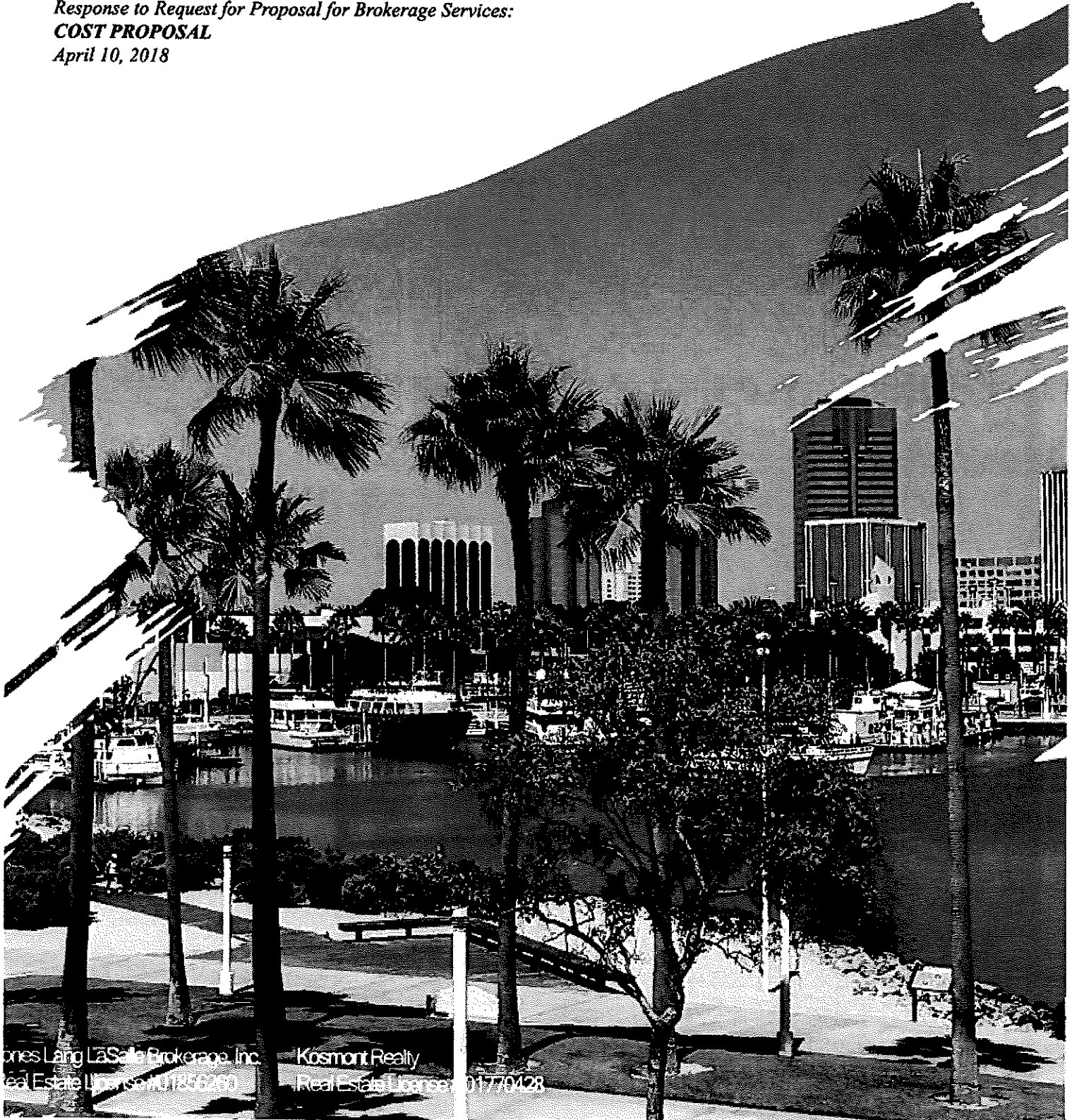
# EXHIBIT “B”

## Rates or Charges



# City of Long Beach

Response to Request for Proposal for Brokerage Services:  
**COST PROPOSAL**  
April 10, 2018



James Lang LaSalle Brokerage, Inc.  
Real Estate License #01856260

Kosmont Realty  
Real Estate License #01779428

## Cost proposal

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We are compensated on a commission basis for typical purchase and leasehold acquisition transactions, which are generally paid by the seller or landlord. The commission is usually calculated as a percentage of the sales price (decreasing as the price is larger) or of the rental payments under the lease, although in some markets the leasing commissions may be a fixed dollar amount per square foot of spaced lease depending on the length of the lease term. In some markets, sellers lower the percentage paid to their representatives, and the buyer's representative must look to the buyer for compensation. In almost all domestic markets, landlords continue to pay both the tenant's representative and their own, if any.

Most of our team's lease transactions are domestic and follow the traditional market brokerage commission model. In this model, the landlord pays the commission rates generally in the range of 4% of the aggregate rents (fully serviced gross or adjusted to reflect fully serviced gross) for the first five years of the lease term, plus 2% of the aggregate rents for the second five years of the lease term. On longer-term leases, the percentage is 1 or 2% for later years depending on the market. In certain markets based upon demand and market conditions, there is also compensation based upon a per square foot basis. Typically, such commissions are paid one-half upon lease execution and one-half upon occupancy or lease commencement.

In exchange for the compensation structure described below, JLL will provide the services described in the RFQ and in this Proposal, including, as applicable, strategic planning, industry benchmarking, lease abstracting, annual office inspections and presentations, market overviews, market forecasting, property surveys, operating expense projections, developing and implementing negotiating strategies, drafting and submitting proposals or RFQs, analyzing responses, negotiating letters of intent, negotiating leases, subleases and/or purchase and sale agreements, evaluating building efficiencies, analyzing landlord work letters and evaluating major building systems. The only services that we are typically asked to provide that would be outside of this compensation structure would be Project Management and Lease Management services.

For all domestic and international property disposition transactions, including subleases and leases and sales of owned property, the City shall pay JLL or its designated affiliate, as applicable, a commission at prevailing market rates. In addition, the City shall agree to pay a market commission to any outside procuring broker representing a subtenant, tenant, or buyer, as applicable.

On occasion, we also performs consulting services for its clients. In these cases, fees can be quoted on a per project basis or an hourly basis, depending on the City's preference and the scope of work to be performed. Hourly rates are assigned based upon Project Team member experience as well as the scope of that individual job.

## Cost proposal

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### Fee Schedule - Per Case Basis

We shall seek an industry standard fee to be paid by the landlord, sub-landlord or developer for any leasing transaction, property disposition or acquisition conducted on behalf of the City. The table below outlines the anticipated services and the respective fees typically associated with a leasing, disposition or acquisition transaction.

Service	Fee Basis
Strategic Planning Services	Included in Transaction
Tenant Representation and Transaction Management	Included in Transaction
Project and Development Services (PDS)*	Included in Transaction
Capital Markets Services	Included in Transaction
Financial Analysis	Included in Transaction
Market Research and Analysis	Included in Transaction

Fees for services in excess of the scope will be negotiated with after the nature of the construction management work has been more clearly defined.

### Standard Fee Schedule

For real estate advisory or consulting assignments contemplated by this RFQ whereby a fair market commission cannot be earned by and paid to JLL, the following hourly rates shall apply:

Designation	\$/hr
Managing Director	\$325.00
Executive Vice President/Senior VP	\$300.00
Vice President	\$275.00
Senior Associate	\$200.00
Associate	\$175.00
Administrative	\$85.00



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# EXHIBIT “C”

City’s Representative:

Mary Torres, Property Services Officer

(562) 570-6846

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# EXHIBIT “D”

Materials/Information Furnished: None



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# EXHIBIT “E”

Consultant’s Key Employee:

Tom Turley