

ORIGINAL

CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089898-22-V, Consulting Services for Sports Arena Development and Lease Negotiations

This Consultant Services Agreement (Agreement) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089898-22-V, Consulting Services for Sports Arena Development and Lease Negotiations (Consultant).

RECITALS

On or about 3/22/2022, City issued an RFP to prospective proposers for consulting services to assist the City with analyzing and negotiating the terms and conditions of a long-term ground lease for City Owned parcels in the Midway – Pacific Highway Community Plan Area. The RFP and any addenda and exhibits thereto are collectively referred to as the “RFP.” The RFP is attached hereto as Exhibit A.

City has determined that Consultant has the expertise, experience, and personnel necessary to provide the Services.

City wishes to retain Consultant to provide the “Services” described in the Scope of Work, attached hereto as Exhibit B. Services.

For good and valuable consideration, the sufficiency of which is acknowledged, City and Consultant agree as follows:

ARTICLE I CONSULTANT SERVICES

1.1 Scope of Work. Consultant shall provide Services to City as described in Exhibit B, Scope of Work, which is incorporated herein by reference, in accordance with the General Contract Terms and Provisions, attached hereto as Exhibit C. Consultant will submit all required forms and information described in Exhibit A, the RFP, to the Purchasing Agent before providing Services.

1.2 Contract Administrator. The Department of Real Estate and Airport Management (Department) is the Contract Administrator for this Agreement. Consultant shall provide the Services under the direction of a designated representative of the Department as follows:

George Katsikaris, Program Manager
1200 Third Ave, Suite 1700
San Diego, CA 92101
619-236-6733
gkatsikaris@sandiego.gov

1.3 Written Authorization. City shall issue a written authorization to proceed before Consultant is authorized to perform Services.

1.4 Duty to Inform City of Changes in Scope of Work. Consultant shall immediately advise the City in writing of any anticipated change in the Scope of Work, Cost Schedule, and shall obtain the City's written consent to the change prior to making any changes. In no event shall the City's consent be

construed to relieve Consultant from its duty to render all Services in accordance with applicable law and industry standards.

1.5 Competitive Bidding. If applicable, Consultant shall ensure that any plans, specifications, studies, or reports prepared, required, or recommended under this Agreement allow for competitive bidding. Consultant shall prepare such plans, specifications, studies, or reports so that procurement of services, labor or materials are not available from only one source, and shall not prepare plans, specifications, studies, or reports around a single or specific product, piece of major equipment or machinery, a specific patented design, or a proprietary process, unless required by principles of sound engineering practice and supported by a written justification that has been approved in writing by City. Consultant shall submit this written justification to City prior to beginning work on such plans, specifications, studies, or reports. Whenever Consultant recommends a specific product or equipment for competitive procurement, such recommendation shall include at least two brand names of products that are capable of meeting the functional requirements applicable to the Services.

ARTICLE II DURATION OF AGREEMENT

2.1 Term. This Agreement shall be for a period of one (1) year from the Effective Date and may be extended in the City's sole and absolute discretion. The term of this Agreement shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40.

ARTICLE III COMPENSATION

3.1 Amount of Compensation. City shall pay Consultant for performance of all Services rendered in accordance with this Agreement in an amount not to exceed \$250,000.00.

3.2 Additional Services. City may require Consultant to perform additional Services beyond those described in the Scope of Work (Additional Services). Before Consultant commences such work, the Parties must agree in writing upon a fee for the Additional Services, including reasonably related expenses, in accordance with Section 3.3.

3.3 Manner of Payment. City shall pay Consultant in accordance with the Compensation and Fee Schedule. Consultant is not entitled to fees, including fees for expenses, that exceed the amounts specified in the Compensation and Fee Schedule. Consultant shall submit one invoice per calendar month in a form acceptable to City in accordance with the Compensation and Fee Schedule. Consultant shall include with each invoice a description of completed Services, reasonably related expenses, if any, and all other information, including but not limited to the progress percentage of the Scope of Work and/or deliverables completed prior to the invoice date, as required by the City. City will pay undisputed portions of invoices within thirty calendar days of receipt.

3.4 Additional Costs. Additional Costs are costs that can be reasonably determined to be related to Consultant's errors or omissions, and may include Consultant, City, or Subcontractor overhead, construction, materials, demolition, and related costs. Consultant shall not be paid for the Services required due to the Consultant's errors or omissions, and Consultant shall be responsible for any Additional Costs associated with such errors or omissions. These Additional Costs may be deducted from monies due, or that become due, to Consultant. Whether or not there are any monies due, or becoming due, Consultant shall reimburse City for Additional Costs due to Consultant's errors or omissions.

3.5 Eighty Percent Notification. Consultant shall promptly notify City in writing of any potential cost overruns. Cost overruns include, but are not limited to the following: (1) where anticipated costs to be incurred in the next sixty calendar days, when added to all costs previously incurred, will exceed 80 percent of the maximum compensation for this Agreement; or (2) where the total cost for performance of the Scope of Work appears that it may be greater than the maximum compensation for this Agreement.

ARTICLE IV WAGE REQUIREMENTS

4.1 Reserved.

ARTICLE 5 CONSULTANT'S OBLIGATIONS

5.1 Right to Audit. City retains the right to review and audit, and the reasonable right of access to Consultant's and any Subcontractor's premises, to review and audit Consultant's or Subcontractor's compliance with the provisions of this Agreement (City's Right). City's Right includes the right to inspect, photocopy, and retain copies of any and all books, records, documents and any other information (Records) relating to this Agreement outside of Consultant's premises if deemed necessary by City in its sole discretion. City shall keep these Records confidential to the extent permitted by law.

5.1.1 Audit. City's Right includes the right to examine Records of procedures and practices that City determines are necessary to discover and verify that Consultant or Subcontractor is in compliance with all requirements under this Agreement.

5.1.2 Cost Audit. If there is a claim for additional compensation or for Additional Services, the City's Right includes the right to Records that the City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

5.1.3 Accounting Records. Consultant and all subcontractors shall maintain complete and accurate Records in accordance with generally accepted accounting practices. Consultant and Subcontractors shall make available to City for review and audit all Records relating to the Services. Upon City's request, Consultant and Subcontractors shall submit exact duplicates of originals of all requested records to City.

5.1.4 City's Right Binding on Subcontractors. Consultant shall include City's Right as described in this Section 5.1 in any and all of their subcontracts and shall ensure that these sections are binding upon all Subcontractors.

5.2 Subcontractors. Consultant's hiring or retaining of any third parties (Subcontractors) to perform Services (Subcontractor Services) is subject to City's prior written approval. Consultant shall list all Subcontractors known to Consultant on the Subcontractor List at the time this Agreement is entered. Consultant shall give written notice to the City of the need at least 45 days before entering into a contract for such Subcontractor Services. Consultant's notice shall include a justification, a description of the Scope of Work, and an estimate of all costs for Subcontractor Services. Consultant may request that City reduce the 45-day notice period. City agrees to consider such requests in good faith.

5.2.1 Subcontractor Contract. Consultant shall require Subcontractor to obtain and maintain insurance policies as required by City for the duration of this Agreement. Consultant shall determine Subcontractor policy limits and required endorsements proportionate to the services performed by Subcontractor.

5.2.1.1 Consultant is obligated to pay Subcontractor, for Consultant and City-approved invoice amounts, out of amounts paid by City to Consultant not later than fourteen working days from Consultant's receipt of payment from City. Nothing in this paragraph shall be construed to impair the right of Consultant and any Subcontractor to negotiate fair and reasonable pricing and payment provisions among themselves.

5.2.1.2 If Subcontractor's performance is deficient, Consultant shall notify City in writing of any withholding of payment to Subcontractor, specifying: (a) the amount withheld; (b) the specific cause under the terms of the subcontract for withholding payment; (c) the connection between the cause for withholding payment and the amount withheld; and (d) the remedial action Subcontractor must take in order to receive the amount withheld. Once Subcontractor corrects the deficiency, Consultant shall pay Subcontractor the amount withheld within fourteen working days of the Consultant's receipt of City's next payment.

5.2.1.3 City shall not be made a party to any judicial or administrative proceeding to resolve any dispute between Consultant and Subcontractor. Consultant agrees to defend and indemnify the City as described in the City's General Terms and Provisions, attached hereto as Exhibit C, and incorporated by reference, in any dispute between Consultant and Subcontractor should City be made a party to any judicial or administrative proceeding to resolve the dispute in violation of this position.

5.2.1.4 Subcontractor must comply with the City's Equal Opportunity Contracting Program requirements.

5.2.1.5 City is an intended beneficiary of any work performed by Subcontractor for purposes of establishing a duty of care between Subcontractor and City.

5.3 Consultant Award Tracking Form. Consultant shall submit information to City as requested in Consultant Award Tracking Form. The information shall include the dollar amount awarded during the period covered by the Consultant Award Tracking Form.

5.4 Consultant and Subcontractor Principals for Consultant Services. This Agreement is for unique Services. City has retained Consultant based on Consultant's particular professional expertise as exhibited by the following members of the Consultant's organization: [List individuals by name and title] (the Project Team). Consultant may not delegate the performance of Services to other members of Consultant's organization or to Subcontractors without City's prior written consent. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Services and may not be removed from the Project without the City's prior written approval. City may consider Consultant in default of this Agreement if any member of the Project Team is prevented from providing Services without City's prior written approval. Consultant must consult City as to any replacement if any member of the Project Team becomes unavailable. City may terminate this Agreement if City does not approve of a proposed replacement. Further, City reserves the right, after consultation with Consultant, to require any of Consultant's employees or agents to be removed from providing Services under this Agreement.

5.5 Consultant Evaluation. City will evaluate Consultant's performance using the Consultant Evaluation Form.

ARTICLE VI CONTRACT DOCUMENTS

6.1 Contract Documents. The following documents comprise the Agreement between the City and Consultant: this Agreement and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

6.2 Contract Interpretation. The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

6.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The document highest in the order of precedence controls. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st Any properly executed written amendment to this Agreement
- 2nd This Agreement
- 3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any
- 4th Contractor's Pricing


6.4 Counterparts. This Agreement may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

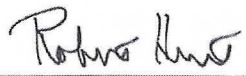
IN WITNESS WHEREOF, this Agreement is signed and entered into by City and Consultant acting by and through their respective authorized officers.

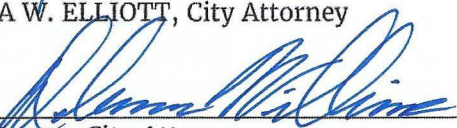
CONSULTANT

CITY OF SAN DIEGO
A Municipal Corporation

Jones Lang LaSalle Americas, Inc.
Proposer
8910 University Drive, Suite 100
Street Address
San Diego
City
(206) 607-1754
Telephone No.
bob.hunt@am.jll.com
E-Mail

BY: 
Print Name: Claudia C. Abarca
Director, Purchasing & Contracting Department
June 28, 2022
Date Signed

BY: 
Signature of Proposer's Authorized Representative
Robert Hunt
Print Name
Managing Director
Title
April 5, 2022
Date

Approved as to form this 7TH day of July, 20 22.
MARA W. ELLIOTT, City Attorney
BY: 
Deputy City Attorney

R-314156

EXHIBIT A
PROPOSAL INSTRUCTIONS, SUBMISSION AND REQUIREMENTS

A. PROPOSAL SUBMISSION

1. Timely Proposal Submittal. Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Proposals. The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

1.3 Proposal Due Date. Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

1.4 Pre-Proposal Conference. No pre-proposal conference will be held for RFP.

1.4.1 Reserved.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

1.6 Contact with City Staff. Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

2. Proposal Format and Organization. Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

Tab A - Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted

by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Conflict of Interest Certification.

2.6 Reserved.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

Tab B - Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP. This response must include a resume for each individual assigned to this contract and a summary of Proposer's direct experience, which should be a minimum of five (5) years, and qualifications to accomplish the services presented in the proposal. The names and contact information from a minimum of three (3) references who can provide a referral of relevant Proposer's experience during the past five (5) years.

Tab C - Cost/Price Proposal (if applicable). Proposers shall submit a Compensation and Fee Schedule; a complete and detailed cost proposal inclusive of indirect costs to complete all tasks identified in the Scope of Work. A detailed cost breakdown shall be provided identifying: (1) number of staff hours and hourly rates for each professional and support/administrative staff person committed to this effort; (2) an estimate of all direct costs, such as materials and reproduction costs; and (3) and estimate of any subconsultant services. The total price must be stated as a total, not to exceed price for all the services and deliverables described in the Scope of Work. Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

3. Proposal Review. Proposers are responsible for carefully examining the RFP the Scope of Work, the Consultant Services Agreement, and all documents incorporated into the Agreement by reference before submitting a proposal. If selected for award of contract,

proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

5. Modifications, Withdrawals, or Mistakes. Proposer is responsible for verifying all prices and extensions before submitting a proposal.

5.1 Modification or Withdrawal of Proposal Before Proposal Opening. Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

5.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

6. Incurred Expenses. The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

7. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting

from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

8. Right to Audit. The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$(1 - \frac{(\text{contract price} - \text{lowest price})}{\text{lowest price}}) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive $(1 - ((105 - 100) / 100) \times 60 = 57$ points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

3. Escalation. An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

C. EVALUATION OF PROPOSALS

1. Award. The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposers offering the lowest overall price will not necessarily be awarded a contract. The City reserves the right to reject all proposals and re-issue the RFP.

2. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

3.2 Reserved.

3.3 Reserved.

3.4 Discussions/Negotiations. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal or award the contract without further negotiation.

3.5 Inspection. The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform this Contract.

3.6 Evaluation Criteria. The following elements represent the evaluation criteria that will be considered during the evaluation process:

	MAXIMUM EVALUATION POINTS
A. Responsiveness to the RFP.	20
1. Requested information included and thoroughness of response.	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary.	
3. Expertise and experience are clearly conveyed and demonstrated in submission.	
4. Required documents as stated in this RFP are complete and without omissions.	
B. Firm's Capability to provide the services and expertise and Past Performance.	35
1. Previous work on similar projects of scale within the region	
2. Demonstrated expertise in this field, highlighting experience with regional entertainment venues.	
3. Capacity/Capability to meet the City of San Diego needs in a timely manner.	
4. References which support information demonstrated in proposal.	

	MAXIMUM EVALUATION POINTS
C. Approach.	35
1. Approach aligns with City’s expected successful outcome	
2. Clearly defined approach indicated in proposal	
D. Cost.	10
SUB TOTAL MAXIMUM EVALUATION POINTS:	<hr/> 100
F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	<hr/> 112

*The City shall apply a maximum of an additional 12 percentage points to the proposer’s final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

D. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all proposers of its intent to award a Contract in writing.

2. Obtaining Proposal Results. No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City’s requirements and the resulting contract is finalized. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

E. PROTESTS. The City’s protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City’s determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

F. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED. The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

4. Reserved.

5. Reserved.

6. Consultant Award Tracking Form.

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

EXHIBIT B
SCOPE OF WORK

A. OVERVIEW

On October 4, 2021, the City of San Diego (City) issued a Notice of Availability/Offer to Lease Surplus Property (NOA) located within the Midway – Pacific Highway Community Plan Area (Property). The NOA process was successful in identifying multiple responsive proposers who desire to fulfill the City’s goal of complying with conditions set forth in the State of California’s Surplus Land Act, as well as provide options to renovate or replace the City’s existing and operational sports arena on the Property as a regional entertainment venue and subsequent operation of that venue for concerts, sports, and other events, consistent with similar arenas within comparable cities throughout the United States.

Consultant shall assist the City in evaluating and negotiating a long-term lease agreement at such price and upon such terms and timing that will ensure that the proposed development occurs, and that any agreement is on such terms and conditions that are set forth in the City Charter, Article 2, Division 9 of the San Diego Municipal Code (SDMC), and Council Policy 700-10.

B. REQUIREMENTS AND TASKS

Consultant’s services to the City shall include, but are not limited to:

1. Representing the City, as requested, in any forum, including any negotiations with the Selected Proposer and/or their respective designated representatives for the lease and development of the subject property;
2. Working with City staff and other City advisors engaged on matters impacting any transaction on the property;
3. Identifying issues related to the development, community interests, financing and construction of the property;
4. Assist in the aligning of development to the interests of the City and the community it will serve;
5. Developing a realistic and appropriate timeline to complete the negotiations and finalizing the transaction, as well as appropriate timelines for the development to occur;
6. Providing information to allow the City to determine an appropriate value to be paid to the City for the leasehold interest(s) in the property, including identifying any appropriate factors that should be considered, such as rent credits, as well as researching and analyzing similar transactions for comparable properties relevant to this negotiation, prevailing economic conditions and market trends, and any special benefits that may accrue from this lease;

7. Identifying potential development requirements and terms and conditions that can be imposed through the lease agreement, and other covenants, conditions, or agreements;
8. Assisting in negotiating and drafting a long-term lease with the Selected Proposer;
9. Developing a list of elements of any proposed transaction for presentation to the City Council;
10. Developing various agreement provisions and documents in relation to the proposed lease and development of the property;
11. Running financial analyses of all options discussed and proposed during negotiations, including analyzing potential and available revenue sources anticipated from the development of the subject property such as sales tax, possessory interest taxes, transient occupancy taxes or other revenue opportunities.

C. DEPARTMENT ROLES AND RESPONSIBILITIES

The department roles and responsibilities include the following:

1. DREAM will ensure that executives, management and key personnel (both business and technical), and any other subject matter resources will be reasonably and timely available, as required by the Consultant, for interviews, meetings, and knowledge transfer.
2. DREAM will ensure that documentation is provided timely.
3. DREAM will ensure that qualified individuals are made reasonably available as required and perform their assigned tasks and responsibilities in a timely manner.
4. DREAM will make every effort to forward applicable documentation that can be gathered and sent to the Consultant in advance.
5. DREAM will provide the Consultant with reliable, accurate and complete information as required.
6. DREAM will make timely decisions and obtain required management approvals for the Consultant to perform its obligations under the Contract.

D. CONSULTANT ROLES AND RESPONSIBILITIES

With respect of all services provided to the City, Consultant will fulfill the following operational roles and responsibilities:

1. Using experience to provide responsible, accurate, and specialized recommendation and information to DREAM.

2. Coordinate, facilitate, and prepare for workshops.
3. Provide additional updates to DREAM staff.
4. Ensure that deadlines and deliverables are met or inform DREAM staff of pending concerns.

E. TECHNICAL REPRESENTATIVE

The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

F. PRICING SCHEDULE

Proposer shall state the rate at which time will be billed to the City, as well as the rate for any other members who will be doing work for the City. Please indicate the discount, if any, the City is receiving from any usual rate.

The City will assess points for cost based on the average hourly rates for all services as described in the RFP in accordance with Exhibit A, 3.6 Evaluation Criteria, D. Cost.

EXHIBIT C



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.



The City of San Diego

RESPONSE TO REQUEST FOR PROPOSAL NO. 10089898-22-V

CONSULTING SERVICES FOR SPORTS ARENA DEVELOPMENT
AND LEASE NEGOTIATIONS

APRIL 6, 2022



April 6, 2022

Vanessa Delgado, Procurement Program Coordinator
1200 Third Avenue, Suite 200
San Diego, CA 92101

**Re: Response to RFP for Consulting Services for Sports Arena Development and Lease Negotiations
Solicitation Number: 10089898-22-V**

Dear Ms. Delgado,

Jones Lang LaSalle Americas, Inc. (JLL) is pleased to present our proposal to the City of San Diego (City) to provide consulting services and serve as a trusted advisor for the Sports Arena development and lease negotiations. We understand the critical importance to the City to increase the supply of housing in the region that is inclusive to families at a range of incomes and a revitalized entertainment district through the redevelopment of the Sports Arena (Project). We know how to work effectively within collaborative, large stakeholder groups and with public accountability and have extensive, relevant experience in the type of complex, mixed-use development proposed for the Project.

JLL is unique in its capabilities and experience with full-service commercial real estate and capital markets in-house resources, national experience negotiating ground leases on behalf of public clients, and our unparalleled local San Diego market development advisory experience—critical elements necessary to deliver exceptional results to the City on this important and complex project. The team we have assembled to serve the City comprises deep multidisciplinary expertise for all skills required in the development and lease negotiations for the Project, including ground lease and public-private partnership transactions, developer negotiations, real estate market analysis and valuation, cost estimating for both vertical and infrastructure development, project financing and financial structuring, and focused expertise in sports and entertainment, multi-housing, affordable housing, and retail uses.

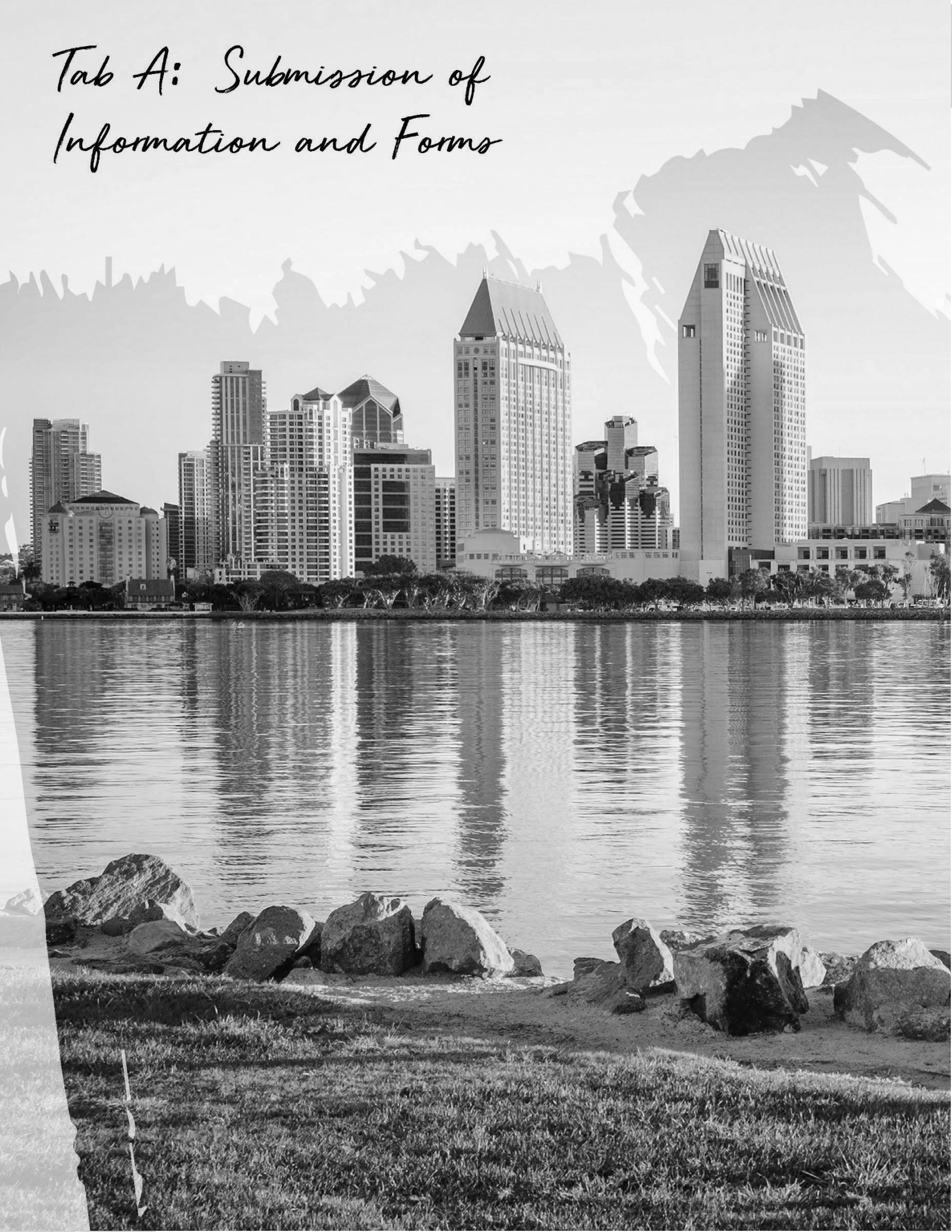
With our track record and capabilities, we are confident that working in partnership with the City, our team will deliver the value needed to achieve lasting success on this Project, financially and in support of your public mission. We stand ready, confident, and equipped to embark on this journey and would be most honored to work with the City. If you have any questions about our submission, please do not hesitate to reach out to me directly by phone at (858) 410-1219 or via email at matt.do@am.jll.com.

Sincerely,



Matt Do, Executive Vice President
JLL Public Institutions

*Tab A: Submission of
Information and Forms*



2.1 Completed and Signed Contract Signature Page

We provide the completed Contract Signature Page as amended in Addendum A dated March 29, 2022, following this page.

2.2 Exceptions

JLL respectfully requests the following revisions to RFP Exhibit C – The City of San Diego General Contract Terms and Provisions Applicable to Goods, Services, and Consultant Contracts (Agreement) noted below. We look forward to the opportunity to discuss these requested revisions with the City prior to the execution of any resulting contract.

Regarding Intellectual Property, Article VI, beginning p. 9 of 21: JLL takes exception to Contract Article VI Intellectual Property Rights, and assumes the following language will be added as a new section 6.9:

Notwithstanding any term in the Contract to the contrary, Contractor shall retain all right, title, and interest in any and all intellectual property: (i) created by Contractor prior to this Contract, including (without limitation) Contractor proprietary software programs and processes for providing services and (ii) created by Contractor during the term of the Contract in the normal course of business for Contractor's clients generally. Upon City request, at Contract completion Contractor will provide, in a format readable by software not proprietary to Contractor, all City computer data and information that Contractor created under the Contract.

Justification: The contract is silent on background IP ownership. The contract needs to ensure that JLL maintains ownership over its IP, as well as any new IP that may be developed independent of this contract, but subsequently implemented on this contract and for JLL's clients generally.

Regarding Indemnification, Article VII, Section 7.1, p. 11 of 21: JLL takes exception to Contract Section 7.1 Indemnification and assumes the following edits will be incorporated in the final contract:

Line 4: Insert "third party" between "all" and "claims"

Justification: Indemnity provisions should cover actions from third parties and not be used for direct actions pursuant to the contract.

Regarding Insurance, Article VII, beginning on p. 11 of 21: JLL requests edits as follows below.

Contract Section 7.2 Insurance:

Top of page 12 of 21: delete "his agents, representative, employees or subcontractors." and replace with "or employees. Contractor shall require similar insurance of subcontractors as appropriate."

Justification: JLL requires all subcontractors to provide its own insurance.

Contract Section 7.2.4 Professional Liability on p. 12 of 21:

The second paragraph beginning 'If Contractor maintains...' should be deleted.

Justification: JLL will agree to a specific limit but not its entire insurance program.

Contract Section 7.2.5.3 Notice of Cancellation on p. 13 of 21:

At the end of the sentence add "if an email address is provided for such notice."

Justification: JLL only provides notices to email addresses.

Contract Section 7.3 Self Insured Retentions on p. 13 of 21:

Delete this paragraph in its entirety and replace with “Contractor shall be responsible for any self-insured retentions.”

Justification: JLL does not disclose its insurance programs nor will we place coverage at a client’s direction.

Contract Section 7.5 Verification of Coverage on p. 13 of 21:

Delete “or copies of the applicable policy language” and delete last sentence.

Justification: JLL does not share its insurance policies but will provide proof of coverage and applicable endorsements.

Contract Section 7.6. Special Risks or Circumstances on p. 14 of 21:

At the end of this section add “City shall reimburse Contractor for any additional insurance cost resulting from such change.”

Contract Section 7.8 Excess Insurance on p. 14 of 21:

Line 1: insert “substantially” between “shall” and “follow”

Justification: there may be slight nuances between forms

Contract Section 7.9 Subcontractors on p. 14 of 21:

Change “CG 2038 04 13” to “CG 2010 0413”

Regarding Consequential Damages: JLL takes exception to the absence of a mutual waiver of consequential damages, and assumes the following language will be incorporated in the final contract as a new Section 7.10:

CONSEQUENTIAL DAMAGES. Except to the extent of each party’s obligations pertaining to indemnification and protection of confidential information, neither party shall be liable, under any circumstances for any anticipatory or lost profit, special, consequential, punitive, exemplary, incidental or indirect damages of any kind (collectively “non-direct damages”) resulting from its performance or non-performance of its obligations under the Contract even if such non-direct damages are attributed to breach of the contract, tort or negligence or otherwise caused; such party has been advised of the possibility of such non-direct damages; or under applicable law, any such non-direct damages are considered direct damages.

Justification: This language is needed to minimize risk for both parties and ensure that JLL can provide services at a competitive rate.

Regarding Termination of Brokerage Services: JLL takes exception to the absence of a termination for brokerage services clause, and assumes the following language will be incorporated in the final contract as a new Section 4.7 under Article IV:

Termination of Brokerage Services. Notwithstanding the foregoing, with respect to brokerage services, Contractor shall submit a list within ten (10) days following termination or expiration, which list shall set forth prospective transactions identified by Contractor during the term of this Contract. In the event City executes any such prospective transaction within 180 days following termination, then City shall recognize Contractor as its exclusive broker with respect to such transaction and Contractor shall be

entitled to a commission in connection with such transaction as though it were completed during the term of this Contract.

Justification: This addition is standard in the brokerage industry. Where the broker has completed nearly all required services and is the procuring cause, a client would otherwise have a strong incentive to terminate the broker prior to close in order to remove any payment obligation.

Regarding Dual Representation: JLL takes exception to the absence of any dual representation language for brokerage services, and assumes the following language will be incorporated in the final contract as a new Section 13.20 under Article XIII:

Brokerage Services: Nothing herein shall prohibit dual representation for brokerage services, provided such representation is in accordance with state requirements, including but not limited to its notice, disclosure and consent requirements.

Justification: JLL is a large commercial real estate company with clients throughout the state, country, and world. To the extent the best options for the City are properties that a different division within JLL already represents, this language allows JLL to assist the City without violating a conflict of interest prohibition.

2.3 Contractor Standards Pledge of Compliance Form

We provide the completed Contractor Standards Pledge of Compliance Form following this page.

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A*.

A. BID/PROPOSAL/SOLICITATION TITLE:

Consulting Services for Sports Arena Development and Lease Negotiations

B. BIDDER/PROPOSER INFORMATION:

Jones Lang LaSalle Americas, Inc.

Legal Name	San Diego	DBA	
8910 University Drive, Suite 100	City	CA	92122
Street Address	(858) 410-1219	State	Zip
Matt Do, Executive Vice President	Phone	Fax	
Contact Person, Title			

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Jones Lang LaSalle Incorporated	100% owner
Name	Title/Position
Chicago, Illinois	N/A
City and State of Residence	Employer (if different than Bidder/Proposer)
100% owner and parent holding company of the bidder	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
 Yes No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
 Yes No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
 Yes No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

Corporation Date incorporated: 04/15/1997 State of incorporation: Maryland

List corporation's current officers: President: Greg O'Brien
Vice Pres: _____
Secretary: Alan Tse
Treasurer: Bryan Duncan

Type of corporation: C Subchapter S

Is the corporation authorized to do business in California: **Yes** **No**

If **Yes**, after what date: 05/22/1997

Is your firm a publicly traded corporation? Yes No

If **Yes**, how and where is the stock traded? _____

If **Yes**, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? Yes No

If **Yes**, please use Attachment A to disclose.

Please list the following:

	Authorized	Issued	Outstanding
--	------------	--------	-------------

a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

Yes **No**

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?

Yes **No**

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: Harris N.A.

Point of Contact: Aaron Lanski

Address: 111 West Monroe Street, Chicago, IL 60603

Phone Number: (312) 461-6364

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: B2003019559 Year Issued: 2002

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

If **Yes**, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: Civic San Diego

Contact Name and Phone Number: Andrew Phillips, President; (619) 533-7127

Contact Email: phillips@civicsd.com

Address: 8989 Rio San Diego Dr., Suite 100, San Diego, CA 92108

Contract Date: 2019 - present

Contract Amount: \$ 450,000

Requirements of Contract: Development and P3 advisory, market research, pre-solicitation marketing, solicitation, and negotiations for Tailgate Park

Company Name: University of California, San Diego

Contact Name and Phone Number: Jeff Graham, Executive Director - Real Estate; (858) 534-1427

Contact Email: jgraham@ucsd.edu

Address: 6256 Greenwich Dr., Suite 530, San Diego, CA 92122

Contract Date: 2009 - present

Contract Amount: Multiple contracts with varying amounts; fixed-fee and commission-based depending on the project

Requirements of Contract: Development and P3 advisory, portfolio advisory, leasing, acquisition and disposition, financial analysis, pre-solicitation marketing, and solicitation

Company Name: Atlanta Braves

Contact Name and Phone Number: Mike Plant, President, Atlanta Braves Development; (404) 614-2191

Contact Email: mike.plant@braves.com

Address: 755 Battery Ave SE, Atlanta, GA 30339

Contract Date: 2013 - 2017 for initial phase; opened for 2017 season

Contract Amount: \$6M

Requirements of Contract: Master developer services on behalf of the Braves for baseball stadium and 1.8M s.f. of private mixed-use development; Project management of 80 acres of horizontal infrastructure, \$680M baseball stadium and \$560M consisting of hotel, office, entertainment venue, retail, and restaurants in Phase 1.

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes **No**

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

Yes **No**

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes **No**

Certification # _____

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # _____
- b. Woman or Minority Owned Business Enterprise Certification # _____
- c. Disadvantaged Business Enterprise Certification # _____

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? **Yes** **No** If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$_____ (per year) \$_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$_____ (per year) \$_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated 11/19/2020.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Robert Hunt, Managing Director



April 5, 2022

Name and Title

Signature

Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

C.3. Proposer's parent, Jones Lang LaSalle Incorporated (JLL: NYSE), is a publicly traded holding company that has over 400 subsidiaries or single purpose investment entities that can be found in The Securities and Exchange Commission (SEC) Form 10-K filing for the fiscal year ending December 31, 2021 under Exhibit 21.1 on page 134 (attached). Some of the officers of Jones Lang LaSalle Americas, Inc. are also officers of our affiliates and/or subsidiaries. The primary business activity for all is real estate related services including brokerage and representation, consulting services, and property management.

E.6. Our annual revenue is about \$11.8B, and offeror has about 34,000 employees nationwide. As is typical for a company of that size, Jones Lang LaSalle Americas, Inc. is a party in various litigation matters arising in the ordinary course of business. To the extent that matters rise to a level of materiality to the parent, they are disclosed in the filings with the SEC. There are none listed in the Forms 10K for FY 2011 - 2021. Most of the cases are premises liability claims that arise from the company's engagements as a manager of property or facilities, usually in an agency capacity. Almost all such cases are covered by indemnity of the property owner. Most cases are covered by insurance. There are also some cases where we are a creditor in a bankruptcy proceeding, or plaintiff suing to collect fees earned, usually against non-client property owners, which may result in a broker lien. Jones Lang LaSalle Americas, Inc. from time to time does have disputes with some clients and subcontractors, some of which may result in lien filings. In addition, as a licensed real estate broker subject to regulation by licensing bodies in virtually all U.S. states, JLL is also subject to periodic regulatory audits and related investigations. JLL can provide additional information with respect to any of these matters upon request.

F.6. On October 31, 2018, Jones Lang LaSalle Americas, Inc. received a cure notice from the US General Services Administration regarding JLL's performance of GSA Contract Number 47PB0018D0010 for Custodial and Building Operations and Maintenance Combined Services at the Moakley Courthouse in Boston MA. JLL met with the GSA Contracting Officer and timely responded on 11/9/18 with some corrections, factual explanation, root cause analysis and a corrective action plan. JLL has continued to perform the contract. GSA has not taken any further action.

J. Like any company that employs about 34,000 people, we have complaints raised by employees from time to time. There have been some penalties for late pay for final paychecks, and some payments of back wages to correct inadvertent pay errors. None of these matters have risen to the level of materiality and JLL aims to resolve all such matters within a timely manner.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Robert Hunt, Managing Director

Print Name, Title

Signature

Date

April 5, 2022

2.4 Equal Opportunity Contracting Forms

We provide the completed Equal Opportunity Contracting Forms, including the Work Force Report and Contractors Certification of Pending Actions following this page.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)
GOODS AND SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Contracting Commitment.

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

Contractors must submit the required EOCP documentation indicated below with their proposals. Contractors who fail to provide the required EOCP documentation are considered non-responsive.

II. Definitions.

Commercially Useful Function: a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, an SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

Disadvantaged Business Enterprise (DBE): a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

Disabled Veteran Business Enterprise (DVBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

Emerging Business Enterprise (EBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in the regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

Emerging Local Business Enterprise (ELBE): a Local Business Enterprise that is also an Emerging Business Enterprise.

Local Business Enterprise (LBE): a business that has both a principal place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

Minority Business Enterprise (MBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

Other Business Enterprise (OBE): any business which does not otherwise qualify as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

Principal Place of Business: a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of gross annual receipts.

Significant Employee Presence: no less than twenty-five percent (25%) of a business's total number of employees.

Small Business Enterprise (SBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City manager, shall be deemed to be an SBE.

Small Local Business Enterprise (SLBE): a Local Business Enterprise that is also a Small Business Enterprise.

Women Business Enterprise (WBE): a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

III. Disclosure of Discrimination Complaints.

As part of its proposal, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. (Attachment AA).

IV. Work Force Report and Equal Opportunity Outreach Plan.

- A. Work Force Report. Contractors shall submit with their proposal a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEOP) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.
- B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEOP has been approved by the City shall use best efforts to comply with that EEOP.

V. Small and Local Business Program Requirements.

The City has adopted a Small and Local Business Enterprise program for goods, services, and consultant contracts. The SLBE requirements are set forth in Council Policy 100-10. For contracts in which the Purchasing Agent is required to advertise for sealed proposals in the City's official newspaper or consultant contracts valued over \$50,000, the City shall:

- A. Apply a maximum of an additional 12% of the total possible evaluation points to the Contractor's final score for SLBE or ELBE participation. Additional points will be awarded as follows:
 - a. If the Contractor achieves 20% participation, apply 5% of the total possible evaluation points to the Contractor's score; or
 - b. If the Contractor achieves 25% participation, apply 10% of the total possible evaluation points to the Contractor's score; or
 - c. If the prime contractor is a SLBE or an ELBE, apply 12% of the total possible evaluation points to the Contractor's score.

VI. Maintaining Participation Levels.

- A. Additional points are based on the Contractor's level of participation proposed prior to the award of the goods, services, or consultant contract. Contractors are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the Contractor shall make reasonable efforts to maintain the SLBE or ELBE participation for which the additional points were awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Contractor shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Contractor's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

VII. Certifications.

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- B. Current MBE or WBE certification from the California Public Utilities Commission.
- C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- D. Current certification by the City of Los Angeles as DBE, WBE, or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the proposal or contract documents. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

VIII. List of Attachments.

- AA. Contractors Certification of Pending Actions
- BB. Work Force Report

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN
*Please	see the continuation sheet				

Contractor Name: Jones Lang LaSalle Americas, Inc.

Certified By Robert Hunt Title Managing Director

Name



Date April 7, 2022

Signature

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: Jones Lang LaSalle Americas, Inc.

ADA/DBA: N/A

Address (Corporate Headquarters, where applicable): 200 East Randolph Drive

City: Chicago County: Cook State: IL Zip: 60601

Telephone Number: (312) 782-5800 Fax Number: (312) 782-4339

Name of Company CEO: Greg O'Brien & John Gates

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 8910 University Drive, Suite 100

City: San Diego County: San Diego State: CA Zip: 92122

Telephone Number: (858) 410-1200 Fax Number: (858) 410-1201 Email: matt.do@am.jll.com

Type of Business: Corporation Type of License: Commercial real estate services

The Company has appointed: Mary Bilbrey, Global Chief Human Resources Officer

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 200 East Randolph Drive, Chicago, IL 60601

Telephone Number: (312) 782-5800 Fax Number: (312) 782-4339 Email: mary.bilbrey@am.jll.com

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force *
- Managing Office Work Force

Check the box above that applies to this WFR.

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Jones Lang LaSalle Americas, Inc.

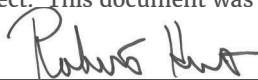
(Firm Name)

San Diego, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 7th day of April, 2022



(Authorized Signature)

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Jones Lang LaSalle Americas, Inc. DATE: 04/07/2022

OFFICE(S) or BRANCH(ES): 8910 University Dr., Ste 100, San Diego, CA 92122 COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	0	2	2	1	0	0	0	0	0	1	3	0	0
Professional	0	0	2	1	2	3	0	0	0	0	16	5	0	0
A&E, Science, Computer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales	0	0	0	1	2	0	0	0	0	0	39	7	0	0
Administrative Support	0	1	0	3	0	0	0	0	0	0	2	7	0	0
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operative Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers*	0	0	0	0	0	0	0	0	0	0	0	0	0	0

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	0	1	4	7	5	3	0	0	0	0	58	22	0	0
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Grand Total All Employees 100

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	0	00	00	00	00	00	00	00	00	00	00	00	00	00
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: Jones Lang LaSalle Americas, Inc.

DATE: 04/07/2022

OFFICE(S) or BRANCH(ES): 8910 University Drive, Suite 100, San Diego, CA 92122

COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Carpenters	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Carpet, Floor & Tile Installers Finishers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cement Masons, Concrete Finishers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Construction Laborers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Drywall Installers, Ceiling Tile Inst	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Electricians	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Elevator Installers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
First-Line Supervisors/Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Glaziers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Helpers; Construction Trade	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Millwrights	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Misc. Const. Equipment Operators	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Painters, Const. & Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pipelayers, Plumbers, Pipe & Steam Fitters	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Plasterers & Stucco Masons	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Roofers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Security Guards & Surveillance Officers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sheet Metal Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Structural Metal Fabricators & Fitters	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Welding, Soldering & Brazing Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Workers, Extractive Crafts, Miners	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Totals Each Column	0	0	0	0	0	0	0	0	0	0	0	0	0	0
--------------------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Grand Total All Employees 0

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
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Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1, 3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material
Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard
Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of
Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and
Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair
Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment
Operators
Pile-Driver Operators
Operating Engineers and Other Construction
Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons**Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine
Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

2.5 Conflict of Interest Certification

We provide the completed Conflict of Interest Certification Form following this page.

CONFLICT OF INTEREST CERTIFICATION

FORM CIQ

Any vendor, proposer, bidder, consultant, or contractor (Contractor) who supplies goods or provides services to the City of San Diego must sign and date this certification and comply with the requirements described herein.

Contractor is required to comply with all applicable local, state, and federal conflict of interest laws and regulations relating to public contracts including, but not limited to, California Government Code sections 1090 through 1099, California Government Code sections 81000, et. seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code sections 27.3501 through 27.3595. Compliance with these laws and regulations may require Contractor to timely file a statement of economic interests with the Filing Officer of the City of San Diego disclosing relevant financial interests.

Contractor shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or appears to be, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

A violation of any conflict of interest law is grounds for immediate termination of a contract with the City of San Diego.

OFFICE USE ONLY

Date Received

Jones Lang LaSalle Americas, Inc.

Contractor Name



Signature of Authorized Representative

Robert Hunt, Managing Director

Printed/Typed Name

April 6, 2022

Date



THE CITY OF SAN DIEGO

CONSULTANT AWARD TRACKING FORM

Consultant Award Tracking Form: The purpose of this form is to track the cumulative amount of money awarded to both architectural and engineering (A&E) firms and non-A&E firms; and to ensure that the cumulative amount of money awarded to consultant does not exceed \$250,000 for non-CIP funded contracts and \$1,000,000 for CIP funded contracts in a fiscal year including this contract. If this cumulative award limit is exceeded, inclusive of this contract award, Council approval is required.

A copy of this form must be attached to forms Mayoral Action PA-2625, Mayoral Action 1544, Council Action 1472 and Purchase Orders for processing.

THIS SECTION TO BE COMPLETED BY CITY STAFF

Date: 04/19/22 Department Name: Department of Real Estate and Airport Management

City Project Manager: George Katsikaris

Name of Firm: Jones Lang LaSalle Americas, Inc. (JLL)

Project Name: Consulting Services for Sports Arena Development and Lease Negotiations

Contract or Amendment Amount: \$ 250,000

Appropriate approval authority:

- Mayoral Action PA-2625
Mayoral Action 1544
Council Action 1472
Purchase Order

THIS SECTION TO BE COMPLETED AND REVIEWED BY CONSULTANT

The City reserves the right to disqualify any Consultant if this tracking form is not completely and accurately executed prior to the contract award.

If it is determined subsequent to the contract award that this tracking form was not accurately executed, the underlying contract will be illegal and deemed void if awarded without Council approval and it is beyond the limits set in Municipal Code Section 22.3207. In such an instance, the City shall not be responsible for any losses or damages which may result from the void contract and reserves the right in its sole discretion to award the contract to another consultant.

Dollar amount awarded to the consultant by the City of San Diego this fiscal year (July 1 through June 30) including this contract or amendment: \$

I hereby certify that I am an authorized representative of:

(Name of Firm)

and that I have read and understand this form this (Day) day of (Month) - (Year)

By (SIGNATURE of Authorized Representative)

(PRINTED name of Authorized Representative)

2.8 Additional Information as Required in Exhibit B

We provide the Additional Information as required in Exhibit B following this page.

Subsidiaries	Jurisdiction
225 Fitness, Inc.	Illinois
Advanced Technologies Group, Inc.	Illinois
Alaska UK (GP) Ltd	England
AMAS Limited	England
Aoyama Holding Limited	Japan
Beijing Dazheng Zhongheng Enterprise Consulting Co., Ltd.	China
Beijing Guotai Zhongheng Enterprise Consulting Co., Ltd.	China
Beijing Jones Lang LaSalle Property Management Services Company Limited	China
bluu City Limited	England
bluu Projects Limited	England
bluu Regions Limited	England
bluu Solutions Limited	England
bluuco limited	England
BRG Resource Group, ULC	Alberta
Building Engines, Inc.	Delaware
Building Services Network, Inc.	Delaware
Business Products Group, Inc.	Delaware
Business Resource Holdings, Inc.	Delaware
Capra Global Partners Holdings Limited	Hong Kong
Carolyn House (General Partner) Limited	England
Centre Street Real Estate Co-Investment Fund CarryCo L.L.C.	Delaware
CENTRE STREET REAL ESTATE CO-INVESTMENT FUND G.P. L.L.C.	Delaware
CENTRE STREET REAL ESTATE CO-INVESTMENT FUND L.P.	Delaware
Charter Oaks Financial Services, Inc.	Illinois
Churston Heard Ltd	England
COBERTURA - SOCIEDADE DE MEDIAÇÃO IMOBILIÁRIA, S.A.	Portugal
ComRef LIM Co-Invest, LLC	Delaware
Corporate Concierge Services of Hawaii, Inc.	Illinois
Corporate Concierge Services, Inc.	Illinois
Corrigo Incorporated	California
Dalian Jones Lang LaSalle Services Limited	China
Database International Group, Inc.	Massachusetts
ECD Energy and Environment Canada Ltd.	Ontario
EID (General Partner) LLP	England
Eleven Eleven Construction Corporation	Illinois
ELPF Lafayette Manager, Inc.	Delaware
Emergent Properties Inc.	Delaware
Enerdapt, Inc.	California
Environmental Governance Ltd	England
Europe Fund III Alberta GP, Inc.	Delaware
Europe Fund III GP, LLC	Delaware
FITOUTETRIS SA	Portugal
Five D Holdings Pty Ltd	Australia

Subsidiaries	Jurisdiction
Five D Property Management (ACT) Pty Ltd	Australia
FIVE D PROPERTY MANAGEMENT (NSW) PTY LTD	Australia
FIVE D PROPERTY MANAGEMENT (QLD) PTY LTD	Australia
FIVE D PROPERTY MANAGEMENT (VIC) PTY LTD	Australia
GFN Property Investments, L.L.C.	Delaware
Guangzhou Jones Lang LaSalle Property Services Company Limited	China
Guardian Property Asset Management Limited	Ireland
H Park Germany Verwaltungs-GmbH	Germany
Hall & Kay Fire Services Limited	England
HALL AND KAY FIRE HOLDINGS LIMITED	England
Hentschel & Company, LLC	Delaware
HFF Holdings Limited	England & Wales
HFF InvestCo LLC	Delaware
HFF Partnership Holdings, LLC	Delaware
HFF Real Estate Limited	England & Wales
HFF Securities Limited	England & Wales
HG2 Limited	England
Holliday GP, LLC	Delaware
HUB PROFESSIONAL SERVICES LIMITED	England
Huntley, Mullaney, Spargo & Sullivan, Inc.	California
Huntley, Mullaney, Spargo & Sullivan, LLC	California
IFM Services Finland OY	Finland
Inmobiliaria Jones Lang LaSalle Limitada	Chile
Integral Facility Services Limited	Ireland
INTEGRAL UK HOLDINGS LIMITED	England
INTEGRAL UK LIMITED	England
J P Sturge Limited	England & Wales
J.L.W. Nominees Limited	England
J.L.W. Second Nominees Limited	England
JLL Puerto Rico Realty & Co., S. en C.	Puerto Rico
JLL 2002	England
JLL 2003 Limited	England
JLL Agency AB	Sweden
JLL CAMBRIDGE LTD	England
JLL Capital Markets AB	Sweden
JLL Chile Asesorias Inmobiliárias Limitada	Chile
JLL CMG, LLC	Delaware
JLL Corporate Solutions - Serviços De Conservação e Manutenção de Imoveis Ltda	Brazil
JLL Corporate Solutions AB	Sweden
JLL Corporate Solutions Holdings, Inc.	Delaware
JLL Corretagen e Trasacoes Imobiliarias Ltda.	Brazil
JLL Engineering Services SA de CV	Mexico
JLL Expertises SARLAU	Morocco
JLL Infrastructure Advisory Pty Ltd	Australia
JLL Ingenierie	France
JLL Investment Scottish Limited Partnership II	Scotland

Subsidiaries	Jurisdiction
JLL Kapitalmarkand Holding AB	Sweden
JLL Kapitalmarknad AB	Sweden
JLL Ltd	Ireland
JLL Macau Limited	Macau
JLL Mall Management K.K.	Japan
JLL Marketplace, LLC	Delaware
JLL Morii Valuation & Advisory K.K.	Japan
JLL Mortgage Services Pty Limited	Australia
JLL Nevada, Inc.	Delaware
JLL Properties, LLC	Delaware
JLL Public Sector Valuations Pty Ltd	Australia
JLL Real Estate Capital Pte. Ltd.	Singapore
JLL Real Estate Capital, LLC	Delaware
JLL Scottish II G.P., L.L.C.	Delaware
JLL Services on Demand Pty Ltd	Australia
JLL Servicos de Manutencao Predial Ltda.	Brazil
JLL Singapore Capital Pte. Ltd.	Singapore
JLL Sweden AB	Sweden
JLL Transaction Services AB	Sweden
JLL Treasury Support AB	Sweden
JLL Valuation & Advisory Services, LLC	Delaware
JLL Valuation AB	Sweden
JLLBRR, LLC	Delaware
JLLINT, Inc.	Delaware
Jones Lang LaSalle - Central Texas, LLC	Texas
Jones Lang LaSalle - Front Range, LLLP	Colorado
Jones Lang LaSalle & Compania Limitada	Nicaragua
Jones Lang LaSalle (ACT) Pty Limited	Australia
Jones Lang LaSalle (B) Sdn Bhd	Brunei Darussalam
Jones Lang LaSalle (Barbados) Ltd.	Barbados
Jones Lang LaSalle (Beijing) Consultants Limited	China
Jones Lang LaSalle (Beijing) Real Estate Consultancy Co Ltd	China
Jones Lang LaSalle (Fiji) Pte Ltd	Fiji
Jones Lang LaSalle (Geneva) SA	Switzerland
Jones Lang LaSalle (Luxembourg) Secs	Luxembourg
Jones Lang LaSalle (NSW) Pty Limited	Australia
Jones Lang LaSalle (Philippines), Inc.	Philippines
Jones Lang LaSalle (PNG) Limited	Papua New Guinea
Jones Lang LaSalle (Portugal) - Sociedade de Mediacao Imobiliaria, S.A.	Portugal
Jones Lang LaSalle (pty) ltd	South Africa
Jones Lang LaSalle (Puerto Rico), Inc.	Puerto Rico
Jones Lang LaSalle (QLD) Pty Limited	Australia
Jones Lang LaSalle (S E) Limited	England & Wales
Jones Lang LaSalle (SA) Pty Limited	Australia
Jones Lang LaSalle (Shenzhen) Commercial Consultancy Company Limited	China
Jones Lang LaSalle (VIC) Pty Limited	Australia

Subsidiaries	Jurisdiction
Jones Lang LaSalle (WA) Pty Limited	Australia
Jones Lang LaSalle 1. Beteiligungsgesellschaft mbH	Germany
Jones Lang LaSalle Acquisition Corp.	Delaware
Jones Lang LaSalle Administration B.V.	Netherlands
Jones Lang LaSalle Advisory Services Pty Limited	Australia
Jones Lang LaSalle AG	Switzerland
Jones Lang LaSalle Americas (Illinois), L.P.	Illinois
Jones Lang LaSalle Americas, Inc.	Delaware
Jones Lang LaSalle Arizona, LLC	Arizona
Jones Lang LaSalle Asia Holdings Limited	Cook Islands
Jones Lang LaSalle Asset Management GmbH	Germany
Jones Lang LaSalle Australia Pty Limited	Australia
Jones Lang LaSalle Bangladesh Private Limited	Bangladesh
Jones Lang LaSalle Beihai Holdings, L.L.C.	Delaware
Jones Lang LaSalle Belgium Holdings, LLC	Delaware
Jones Lang LaSalle Billion Management Services Limited	Hong Kong
Jones Lang LaSalle Brokerage, Inc.	Texas
Jones Lang LaSalle Building Operations Private Limited	India
Jones Lang LaSalle Bulgaria EOOD	Bulgaria
Jones Lang LaSalle BV	Netherlands
Jones Lang LaSalle Capital Investments, Limited	England
Jones Lang LaSalle Charities	Illinois
JONES LANG LASALLE CIEC CO., LTD.	China
Jones Lang LaSalle Co., Ltd.	Korea (the Republic of)
Jones Lang LaSalle Co-Investment, Inc.	Maryland
Jones Lang LaSalle Constructions K.K.	Japan
Jones Lang LaSalle Consulting Co., Ltd.	Korea (the Republic of)
Jones Lang LaSalle Corporate Appraisal and Advisory Limited	Hong Kong
Jones Lang LaSalle Corporate Finance Limited	England
Jones Lang LaSalle Corporate Property (VIC) Pty Limited	Australia
Jones Lang LaSalle Corporate Property Services Pty Limited	Australia
Jones Lang LaSalle d.o.o. (Croatia)	Croatia
Jones Lang LaSalle d.o.o. (Serbia)	Serbia
Jones Lang LaSalle de Venezuela, S.R.L.	Venezuela
Jones Lang LaSalle Dorchester Limited	England & Wales
Jones Lang LaSalle Ecuador S.A. JLL ECUADOR	Ecuador
Jones Lang LaSalle Espana, S.A.	Spain
Jones Lang LaSalle Europe Limited	England
Jones Lang LaSalle European Holdings Limited	England
Jones Lang LaSalle European Services Limited	England
Jones Lang LaSalle Expertises	France
Jones Lang LaSalle Facility Services S.L.	Spain
Jones Lang LaSalle Finance BV	Netherlands
Jones Lang LaSalle Finance Europe	England

Subsidiaries	Jurisdiction
Jones Lang LaSalle Finance Luxembourg Sarl	Luxembourg
Jones Lang LaSalle Finland Oy	Finland
Jones Lang LaSalle French Co-Investments, Inc.	Delaware
Jones Lang LaSalle Gayrimenkul Hizmetleri Ticaret Anonim Sirketi	Turkey
Jones Lang LaSalle German Holdings B.V. & Co. KG	Germany
Jones Lang LaSalle Global Finance Luxembourg Sarl	Luxembourg
Jones Lang LaSalle Global Finance UK Limited	England
Jones Lang LaSalle Global Finance US, LLC	Delaware
Jones Lang LaSalle Global Holdings BV	Netherlands
Jones Lang LaSalle GmbH	Austria
Jones Lang LaSalle Great Lakes Corporate Real Estate Partners, LLC	Ohio
Jones Lang LaSalle Group Finance Luxembourg Sarl	Luxembourg
Jones Lang LaSalle Group Holdings BV	Netherlands
Jones Lang LaSalle Group Holdings SNC	France
Jones Lang LaSalle Group Services spółka z ograniczoną odpowiedzialnością	Poland
Jones Lang LaSalle Guatemala Sociedad Anonima	Guatemala
Jones Lang LaSalle Gutland S.a.r.l.	Luxembourg
Jones Lang LaSalle Haiti, S.A.	Haiti
Jones Lang LaSalle Holding AB	Sweden
Jones Lang LaSalle Holding BV	Netherlands
Jones Lang LaSalle Holding SAS	France
Jones Lang LaSalle Holdings Cyprus Limited	Cyprus
Jones Lang LaSalle Holdings Limited	New Zealand
Jones Lang LaSalle Holdings spółka z ograniczoną odpowiedzialnością	Poland
Jones Lang LaSalle Holdings Y.K.	Japan
Jones Lang LaSalle Holdings, Inc.	Delaware
Jones Lang LaSalle Hotels Limited	New Zealand
Jones Lang LaSalle Hotels Participacoes Ltda.	Brazil
Jones Lang LaSalle Hotels S.A.	Brazil
Jones Lang LaSalle India Investment Management Pte. Ltd.	Singapore
Jones Lang LaSalle Innovation Development, L.L.C.	Delaware
Jones Lang LaSalle Insurance Services Ltd	England
Jones Lang LaSalle International Holdings Limited	England & Wales
Jones Lang LaSalle International Properties Limited	Hong Kong
Jones Lang LaSalle International, Inc.	Delaware
Jones Lang LaSalle Investments Limited	Hong Kong
Jones Lang LaSalle Investments, LLC	Delaware
Jones Lang LaSalle IP, Inc.	Delaware
Jones Lang LaSalle Israel Limited	Israel
Jones Lang LaSalle Jamaica Limited	Jamaica
Jones Lang LaSalle K.K.	Japan
Jones Lang LaSalle Kenya Ltd	Kenya
Jones Lang LaSalle KFT	Hungary
Jones Lang LaSalle Lanka (Private) Limited	Sri Lanka
Jones Lang LaSalle Laser Ltd	England
Jones Lang LaSalle Limitada	Costa Rica

Subsidiaries	Jurisdiction
Jones Lang LaSalle Limited	England
Jones Lang LaSalle Limited	Hong Kong
Jones Lang LaSalle Limited	New Zealand
Jones Lang LaSalle Limited Liability Company	Russian Federation
Jones Lang LaSalle Limited Liability Company	Ukraine
Jones Lang LaSalle Lithuania UAB	Lithuania
Jones Lang LaSalle LLP (Kazakhstan)	Kazakhstan
Jones Lang LaSalle Ltd (Ireland)	Ireland
Jones Lang LaSalle Ltd.	Bahamas
Jones Lang LaSalle Ltda.	Colombia
Jones Lang LaSalle Ltda.	Brazil
Jones Lang LaSalle Luxembourg Star Sarl	Luxembourg
Jones Lang LaSalle Malta Holdings Limited	Malta
Jones Lang LaSalle Malta Limited	Malta
Jones Lang LaSalle Management Services Limited	Hong Kong
Jones Lang LaSalle Management Services Taiwan Limited	Taiwan (Province of China)
Jones Lang LaSalle Michigan, LLC	Michigan
Jones Lang LaSalle Midwest, LLC	Illinois
Jones Lang LaSalle Misr LLC	Egypt
Jones Lang LaSalle Mülk Yönetim Hizmetleri Limited Şirketi	Turkey
Jones Lang LaSalle Multifamily Member, LLC	Delaware
Jones Lang LaSalle New England, L.L.C.	Delaware
Jones Lang LaSalle Northwest, LLC	Washington
Jones Lang LaSalle of New York, LLC	Delaware
Jones Lang LaSalle Pension Trustees Ltd	England
Jones Lang LaSalle Procurement Funding Limited	England
Jones Lang LaSalle Procurement Ltd.	Cayman Islands
Jones Lang LaSalle Property Consultants (India) Private Limited	India
Jones Lang LaSalle Property Consultants Pte Ltd	Singapore
Jones Lang LaSalle Property Fund Advisors Limited	Australia
Jones Lang LaSalle Property Management Pte Ltd	Singapore
Jones Lang LaSalle Real Estate Advisory Limited	Hong Kong
Jones Lang LaSalle Real Estate Brokerage Limited	Korea (the Republic of)
Jones Lang LaSalle Real Estate Services, Inc.	Ontario
Jones Lang LaSalle Receivables Holdings, LLC	Delaware
Jones Lang LaSalle Regional Services Limited	Hong Kong
Jones Lang LaSalle Residential Development GmbH	Germany
Jones Lang LaSalle Resources Limited	England
Jones Lang LaSalle S.p.A.	Italy
Jones Lang LaSalle S.R.L.	Uruguay
Jones Lang LaSalle S.R.L.	Argentina
Jones Lang LaSalle S.R.L.	Dominican Republic
Jones Lang LaSalle S.R.L.	Paraguay
Jones Lang LaSalle s.r.o.	Slovakia

Subsidiaries	Jurisdiction
Jones Lang LaSalle s.r.o.	Czech Republic
Jones Lang LaSalle Sarl	Luxembourg
Jones Lang LaSalle Sarl	Morocco
Jones Lang LaSalle Saudi Arabia Limited	Saudi Arabia
Jones Lang LaSalle SE	Germany
Jones Lang LaSalle SEA Limited	Hong Kong
Jones Lang LaSalle Securities, L.L.C.	Illinois
Jones Lang LaSalle Services	France
Jones Lang LaSalle Services (Jersey) Limited	Jersey
Jones Lang LaSalle Services (Malta) Limited	Malta
Jones Lang LaSalle Services (Private) Limited	Pakistan
Jones Lang LaSalle Services AB	Sweden
Jones Lang LaSalle Services ApS	Denmark
Jones Lang LaSalle Services AS	Norway
Jones Lang LaSalle Services B.V.	Netherlands
Jones Lang LaSalle Services Bahrain, S.P.C.	Bahrain
Jones Lang LaSalle Services Gmbh	Germany
Jones Lang LaSalle Services Lebanon S.A.R.L.	Lebanon
Jones Lang LaSalle Services Limited (Nigeria)	Nigeria
Jones Lang LaSalle Services LLC	Russian Federation
Jones Lang LaSalle Services LLC	Oman
Jones Lang LaSalle Services Ltd	England
Jones Lang LaSalle Services Ltd	Ireland
Jones Lang LaSalle Services S.r.l.	Italy
Jones Lang LaSalle Services SA/NV	Belgium
Jones Lang LaSalle Services Sarl	Switzerland
Jones Lang LaSalle Services SRL	Romania
Jones Lang LaSalle Sociedad Comercial de Responsabilidad Limitada	Peru
Jones Lang LaSalle -Sociedade de Avaliações Imobiliárias, Unipessoal, Lda	Portugal
Jones Lang LaSalle South Africa (Proprietary) Ltd	South Africa
Jones Lang LaSalle spółka z ograniczoną odpowiedzialnością	Poland
Jones Lang LaSalle sprl	Belgium
Jones Lang LaSalle SSC (Philippines), Inc.	Philippines
Jones Lang LaSalle Surveyors (Shanghai) Company Limited	China
Jones Lang LaSalle Taiwan Limited	Taiwan (Province of China)
Jones Lang LaSalle Technology Services Pte. Ltd.	Singapore
Jones Lang LaSalle Trinidad Limited	Trinidad and Tobago
Jones Lang LaSalle UAE Limited	England
Jones Lang LaSalle UK FC	England
Jones Lang LaSalle UK Hanover	England
Jones Lang LaSalle Vietnam Company Limited	Viet Nam
Jones Lang LaSalle, S. de R.L.	Panama
Jones Lang LaSalle, Sociedad Anonima de Capital Variable	El Salvador
Jones Lang LaSalle, Sociedad Anonima de Capital Variable	Honduras
Jones Lang Wootton Ltd	England

Subsidiaries	Jurisdiction
Jones Lang Wootton Property Management Services Ltd	Ireland
Kensington CA, LLC	Delaware
KHK Group Limited	England
King & Co Limited	England & Wales
King Sturge Holdings Limited	England & Wales
LAOF V (General Partner) LLP	England & Wales
LaSalle - VA Industrial GP, LLC	Delaware
LaSalle (Shanghai) Industrial Co., Ltd. [领赛 (上海) 实业有限公司]	Shanghai
LaSalle Acquisitions Corp.	British Columbia
LaSalle Administration Services	Luxembourg
LaSalle AIFM Europe S.à r.l.	Luxembourg
LaSalle Asia Opportunity III GP Ltd.	Cayman Islands
LaSalle Asia Opportunity Investors III GP Ltd.	Cayman Islands
LaSalle Asia Opportunity IV GP LTD	Cayman Islands
LaSalle Asia Opportunity V GP Ltd.	Cayman Islands
LaSalle Asia Opportunity VI (Parallel) GP Ltd	Cayman Islands
LaSalle Asia Opportunity VI GP Pte. Ltd.	Singapore
LaSalle Asia Recovery, L.L.C.	Delaware
LaSalle Asia Venture Co-Investment Trust	Delaware
LaSalle Aureum Verwaltung GmbH	Germany
LaSalle BVK Canada Advantage GP S.à r.l.	Luxembourg
LaSalle Canada Core Real Property GP, Inc.	Ontario
LaSalle Canada Property Fund GP, Inc.	Ontario
LaSalle Canada Property Fund, L.P.	Manitoba
LaSalle CAVA Industrial Carryco, LLC	Delaware
LaSalle China Logistics Venture GP Ltd	Cayman Islands
LaSalle China Logistics Venture GP S.à r.l.	Luxembourg
LaSalle CIG IV GP Inc.	Ontario
LaSalle CIG V GP Inc.	Canada
LaSalle Co-Investment Management (General Partner) Limited	England
LaSalle Co-Investment, L.L.C.	Delaware
LaSalle Debt Investors, Inc.	Maryland
LaSalle EMEA (Scots) Investments GP LLP	Scotland
LaSalle Enterprise Management Consultancy (Shanghai) Co. Ltd [领昇 (上海) 企业管理咨询有限公司]	China
LaSalle Euro CV (Scotland) LLP	Scotland
LaSalle Euro Growth II S.à.r.l.	Luxembourg
LaSalle European CV LP	Scotland
LaSalle European Investments, L.L.C.	Delaware
LaSalle European Recovery III (GP) LLP	England & Wales
LaSalle French Fund II Co-Investment GmbH	Germany
LaSalle French Fund II G.P., L.L.C.	Delaware
LaSalle Fund Management B.V.	Netherlands
LaSalle Funds General Partner Ltd	England
LaSalle Funds Management Limited	Australia
LaSalle Genco G.P., L.L.C.	Delaware

Subsidiaries	Jurisdiction
LaSalle German Income and Growth G.P., L.L.C.	Delaware
LaSalle German Retail Venture GP, L.L.C.	Delaware
LaSalle Global Employee Co-Investment GP, LLC	Delaware
LaSalle GmbH	Germany
LaSalle GPS Holdings, LLC	Cayman Islands
LaSalle Income & Growth Fund VI Carry, L.L.C.	Delaware
LaSalle Income & Growth Fund VI GP, L.L.C.	Delaware
LaSalle Income & Growth Fund VII Carry, L.L.C.	Delaware
LaSalle Income & Growth Fund VII GP, L.L.C.	Delaware
LaSalle Income & Growth Fund VIII Carry, L.L.C.	Delaware
LaSalle Income & Growth Fund VIII GP, L.L.C.	Delaware
LaSalle Investment (Luxembourg) SARL	Luxembourg
LaSalle Investment Limited Partnership II-A	Delaware
LaSalle Investment Management	England
LaSalle Investment Management (Canada)	Ontario
LaSalle Investment Management (Canada), Inc.	Ontario
LaSalle Investment Management (Jersey) Limited	Jersey
LaSalle Investment Management (Shanghai) Co., Ltd	Shanghai
LaSalle Investment Management Asia Pte Ltd	Singapore
LaSalle Investment Management Australia Pty Ltd	Australia
LaSalle Investment Management BV	Netherlands
LaSalle Investment Management Co., Ltd. (FKA LaSalle Asset Management Co., Ltd.)	Korea (the Republic of)
LaSalle Investment Management Distributors, LLC	Delaware
LaSalle Investment Management Espana, S.L.U.	Spain
LaSalle Investment Management Hong Kong Limited (fka LaSalle Investment Management Securities Hong Kong Limited)	Hong Kong
LaSalle Investment Management K.K.	Japan
LaSalle Investment Management Kapitalverwaltungsgesellschaft mbH (formerly LaSalle Vermögensverwaltungs GmbH)	Germany
LaSalle Investment Management Korea Yuhan Hoesa	Korea (the Republic of)
LaSalle Investment Management Luxembourg SARL	Luxembourg
LaSalle Investment Management SAS	France
LaSalle Investment Management Securities B.V.	Netherlands
LaSalle Investment Management Securities, LLC	Maryland
LaSalle Investment Management, Inc.	Maryland
LaSalle Japan Logistics V GP Ltd	Cayman Islands
LaSalle Japan Logistik-Immobilienfonds GP SARL	Luxembourg
LaSalle Japan Property Fund GP Limited	Cayman Islands
LaSalle Land General Partner Limited	England
LaSalle Land Trustee Limited	England
LaSalle LIC II A G.P., Ltd.	Cayman Islands
LaSalle LIC II A UK LLP	England & Wales
LaSalle LIC II B G.P., LLC	Delaware
LaSalle Logistics GP LLC	Delaware
LaSalle Mariner Co-Investment Fund Carryco, L.L.C.	Delaware

Subsidiaries	Jurisdiction
LaSalle Mariner Co-Investment Fund G.P., L.L.C.	Delaware
LaSalle Medical Office Fund III GP, LLC	Delaware
LaSalle Mexico Advisors, Inc.	Delaware
LaSalle Mexico Fund I Investors A G.P., LLC	Delaware
LaSalle Mexico I (General Partner), LLC	Delaware
LaSalle Navigator Holdings Limited	England & Wales
LaSalle Navigator US Holdings GP LLC	Delaware
LaSalle North American Holdings, Inc.	Delaware
LaSalle Paris Office Venture General Partner, L.L.C.	Delaware
LaSalle Partners (Mauritius) Pvt Ltd	Mauritius
LaSalle Partners International	England
LaSalle Partners Services, S. de R.L. de C.V.	Mexico
LaSalle Partners, S. de R. L. de C. V.	Mexico
LaSalle Property Fund GP Holdings, LLC	Delaware
LaSalle Property Fund GP, L.P.	Delaware
LaSalle Property Fund GP, LLC	Delaware
LaSalle Ranger Co-Investment Fund G.P., L.L.C.	Delaware
LaSalle Ranger Co-Investment Fund II G.P., L.L.C.	Delaware
LaSalle Ranger Co-Investment Fund III G.P., L.L.C.	Delaware
LaSalle Ranger II Carry, L.L.C.	Delaware
LaSalle Ranger III Carry, L.L.C.	Delaware
LaSalle Real Estate Debt Strategies II (GP) LLP	Scotland
LaSalle Real Estate Investment Strategies GP S.à r.l.	Luxembourg
LaSalle RECC GP, LLC	Delaware
LaSalle REDS GP, Inc.	Delaware
LaSalle REDS III GP Sarl	Luxembourg
LaSalle REDS IV GP S.à r.l.	Luxembourg
LaSalle REDS TSA GP LLC	Delaware
LaSalle REIT Advisors K.K.	Japan
LaSalle Residential Finance Fund GP, Inc.	Delaware
LaSalle Residential Fund III GP, Inc.	Delaware
LaSalle Retail Japan-Immobilienfonds GP S.à r.l.	Luxembourg
LaSalle Salt River Carry, L.L.C.	Delaware
LaSalle Special Situations Carry GP LLC	Delaware
LaSalle Special Situations II Venture GP S.à r.l.	Luxembourg
LaSalle Student Housing, L.L.C.	Delaware
LaSalle UK Ventures (General Partner) Limited	England
LaSalle UKSS I GP, Ltd.	Cayman Islands
LaSalle UKVA GP LLC	Delaware
LAVA (General Partner) LLP	England & Wales
LaVA Feeder (Scotland) LP	Scotland
Lava II GP S.à r.l.	Luxembourg
Lead Fast Investments Limited	Hong Kong
Leechiu & Associates	Philippines
Lexington MKP Management L.P.	Delaware
LIC II (General Partner) Limited	England

Subsidiaries	Jurisdiction
LIC Lafayette Manager, Inc.	Delaware
Light bluu Limited	England
LIM Asia Co-Investments Pte. Ltd.	Singapore
LIM Associates, L.L.C.	Delaware
LIM Consejeros, S. de R.L. de C.V.	Mexico
LIM Management Mexico, S. de R.L. de C.V.	Mexico
LJPF Co-Investments GK	Japan
LMF Investments, LLC	Delaware
LPI (Australia) Holdings Pty Ltd	Australia
LRA MKP TRS L.P.	Delaware
LREDS II PF, L.P.	Delaware
LREDS III Carry Partner L.P.	Delaware
LUKSS I Carry Partner L.P.	Delaware
LUKV Carry Jersey Limited	United Kingdom
LWLS HoldCo S.à r.l.	Luxembourg
Merlin UK Property Venture GP Limited	Cayman Islands
Merritt & Harris, Inc.	New York
Midosuji Management GK	Japan
New England - Jones Lang LaSalle, LLC	Virginia
Nima Mountaineer AB	Sweden
Office Blocks Pte. Ltd.	Singapore
Orchid Insurance Limited	Guernsey
P.1 Administração em Complexo Imobiliários Ltda.	Brazil
P.2 Administração em Complexo Imobiliários Ltda.	Brazil
P.3 Administração em Complexo Imobiliários Ltda.	Brazil
PAM MÜLK YÖNETİM HİZMETLERİ LİMİTED ŞİRKETİ	Turkey
PDM International (Beijing) Limited	China
PDM International (Chengdu) Limited	China
PDM International China Limited	China
PDM International HK Limited	Hong Kong
PDM International Limited	Hong Kong
Prime Property Consultants Limited	Hong Kong
PT Jones Lang LaSalle	Indonesia
Ravti Corp	Florida
Real Data Management, Inc.	New York
Residential Management Services Limited	Hong Kong
RESIpm Pty Ltd	Australia
Rogers Chapman UK Ltd	England
Salt River Investors GP, LLC	Delaware
Sandalwood Mall Management Private Limited	India
SBR Continental Europe GP, LLC	Delaware
SBR Continental Europe UK GP 2, LLP	England & Wales
Skyline AI Inc.	Delaware
Skyline AI Limited	Israel
Sovereign Asian Properties Inc.	Mauritius
Spaulding and Siye Federal Services LLC	Delaware

Subsidiaries	Jurisdiction
Tetris	France
Tetris Aménagement SARL	Morocco
TETRIS Arquitectura, S.L	Spain
TETRIS ARQUITECTURA, SL - SUCURSAL EM PORTUGAL	Portugal
Tetris Design & Build BV	Netherlands
Tetris Design & Build Romania SRL	Romania
Tétris Design & Build s.r.o.	Czech Republic
Tetris Design & Build Sàrl	Switzerland
Tétris Design & Build Serviços de Arquitetura Ltda.	Brazil
Tetris Design & Build sprl	Belgium
Tetris Design and Build (Pty) Ltd	South Africa
Tetris Design and Build S.R.L (Italy)	Italy
Tetris Design and Build Sarl	Luxembourg
Tetris Poland spółka z ograniczoną odpowiedzialnością	Poland
Tetris Projects GmbH	Germany
Tetris Projects Ltd	England
TeTriSolutions LLC	Russian Federation
The Horizon Management Services Limited	Hong Kong
The Long Beach Management Limited	Hong Kong
The Spargo Corporation	California
Third Party Management, LLC	Delaware
Toranomon 2 Special LP GP, LLC	Delaware
Utrillo Ltd	Ireland
W A Ellis LLP	England & Wales
Whitetail GP, LLC	Delaware
Wonderment BV	Netherlands

*Tab B: Executive Summary and
Responses to Specifications*



2.10 Title Page

We provide the Title Page following this page.

THE CITY OF SAN DIEGO

REQUEST FOR PROPOSAL (RFP) FOR CONSULTING SERVICES FOR SPORTS ARENA DEVELOPMENT AND LEASE NEGOTIATIONS



Response to Request for Proposal (RFP) 10089898-22-V

Due: April 6, 2022 by 2:00 PM

TECHNICAL PROPOSAL

Prepared for:

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Prepared by:



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Applicable pages of this response: Detailed case study, pp. B-12-B-32; Client References, p. B-42; Approach, p. B-43; Cost/Price Proposal, p. C-2.

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2.12 Executive Summary

The JLL team is uniquely positioned to assist the City of San Diego in the negotiations of the Sports Arena redevelopment project.

JLL offers the following value proposition to meet the City's goals:

1. A dedicated public sector advisory practice and experience with over 300 public clients, which provides a deep understanding of public and mission-aligned goals, long-term perspective, and accountability and transparency.
2. National experience representing public institutions in ground lease and public-private partnerships (P3) transactions, providing the City access to subject matter expertise, benchmarking and trends related to ground lease development across the US.
3. An in-house dedicated affordable housing practice group which works nationwide to underwrite affordable housing development, preservation and transactions. In 2021, we completed \$3.3B in affordable housing investment sales & advisory and \$3.9B in affordable housing debt and equity placement.
4. Commercial real estate experts for complex, mixed-use projects. JLL has San Diego-based specialists in all uses proposed for the Sports Arena Redevelopment, including a dedicated Sports & Entertainment practice which advises on and manages the development and renovation of entertainment facilities
5. Advisors supported by real estate practitioners and a dedicated research platform. Our knowledge spans the development lifecycle—market feasibility, construction, financing, leasing, and operations and maintenance.
6. Experience derived from representing public institutions across San Diego—prior work with the City, the County of San Diego, the Port of San Diego and UC San Diego—advising on the region's most complex and transformative projects.

Our team is guided by JLL's award winning culture of ethics, diversity and inclusion, and excellence. JLL is widely acknowledged for fostering a culture of inclusion that unleashes the full potential of all employees to do their best work for our clients.

- JLL's senior leadership compensation is tied to individual performance against diversity goals.
- Pledge to provide long-term careers to military veterans and active reserve members.
- Only commercial real estate firm to sign The CEO Action for Diversity and Inclusion.

JLL's negotiations approach has been honed by advising a multitude of public clients in ground leases and public-private partnership transactions locally and nationally

JLL has the unique and in-house capabilities to fully diligence each aspect of the proposed Sports Arena redevelopment, the experience having advised on and negotiated ground lease development, and an ethos derived from our decades-long dedication to public institutions that recognizes the value of the City's public service obligations and its vision for the redevelopment of the Sports Arena. We seek to thoughtfully examine the Project's business and financial terms, from the mission-serving perspective of the City and its stakeholders and provide recommendations and advice for decision-making. We will do this with an approach, set of tools, and process that has been tested and proven successful.

2.13 Response to RFP

Relevant Experience (Eval Factor B.1 and B.2)

Firm Overview

Jones Lang LaSalle Americas, Inc.¹ (JLL) is a premier professional services and investment management firm offering specialized real estate services to clients seeking increased value by owning, occupying, and investing in real estate.



A Fortune 500 company with annual revenue of \$19.4 billion, JLL operates in 80+ countries, from more than 1,700 locations worldwide with more than 400 corporate offices—including 96 in the United States. We have approximately 98,000 employees worldwide, including more than 31,000 professionals in the U.S. alone, providing broad capabilities and local experts to deliver comprehensive, integrated real estate advisory services locally, regionally, and nationally. In 2021, JLL:

- Provided real investment advisory and property acquisition and disposition services for \$315 billion of client transactions
- Completed 42,200 leasing transactions for landlord and tenant clients, representing over 1 billion square feet
- Provided property and integrated facility management for 5.4 billion square feet worldwide

We strive to match our capabilities with an **award-winning culture of ethics, inclusion and excellence**—we have been named among the world’s most ethical and sustainable companies, one of the best companies for diversity, and have been recognized for our commitment to gender equality and inclusion. Some of our more than 350 awards received in the past five years are listed below. We value these honors in that they reflect our goals and values as a firm.

JLL global year-end 2021 stats

98,000 employees
 \$18.4 B annual revenue
 \$315 B in Capital Markets transactions
 42,200 leasing transactions

Select awards and recognitions



¹Jones Lang LaSalle Americas, Inc., a Maryland Corporation, is the entity submitting this response. It is a wholly owned subsidiary of Jones Lang LaSalle Incorporated and that company’s operating entity for the western hemisphere. Use of the terms “Jones Lang LaSalle,” “JLL,” and first person pronouns may refer to either entity or both.

JLL Differentiators for the City of San Diego



Advisory

We have a dedicated public sector advisory practice and experience with over 300 public clients, which provides a deep understanding of public and mission-aligned goals, long-term perspective, and accountability and transparency.



National P3 Experience

Our team has national experience representing public institutions in ground leases and public-private partnership (P3) transactions, providing the City access to subject matter expertise, benchmarking and trends related to ground lease development across the US.



Affordable Housing

In-house dedicated affordable housing practice group which works nationwide to underwrite affordable housing development, preservation, and transactions.



Complex Projects

Commercial real estate experts for complex, mixed-use projects. JLL has San Diego-based specialists in all uses proposed for the Sports Arena Redevelopment, including a dedicated Sports & Entertainment practice group.



Lifecycle Expertise

Advisors supported by real estate practitioners and a dedicated research platform. Our knowledge spans the development lifecycle – market feasibility, construction, financing, leasing, and operations and maintenance.



Local Presence

Our team's extensive experience is derived from years of direct experience representing public institutions across San Diego on the region's most complex and transformative projects.

- **Dedicated public sector advisory practice** and experience with over 300 public clients, which provides a deep understanding of public and mission-aligned goals, long-term perspective, and accountability and transparency.
- **National experience representing public institutions in ground leases and public-private partnership (P3) transactions**, providing the City access to subject matter expertise, benchmarking and trends related to ground lease development across the U.S.
- **In-house dedicated affordable housing practice** group which works nationwide to underwrite affordable housing development, preservation and transactions. In 2021, we completed \$3.3B in affordable housing investment sales & advisory and \$3.9B in affordable housing debt and equity placement.
- **Commercial real estate experts for complex, mixed-use projects.** JLL has San Diego-based specialists in all uses proposed for the Sports Arena Redevelopment, including a dedicated Sports & Entertainment practice group and an affordable housing practice group.
- **Advisors supported by real estate practitioners and a dedicated research platform.** Our knowledge spans the development lifecycle—market feasibility, construction, financing, leasing, and operations and maintenance.
- **Current experience derived by experience representing public institutions across San Diego** on the region's most complex and transformative projects.

1. Dedicated focus on public sector real estate organizations and needs.

JLL is the only global real estate and financial services firm with a dedicated national public institutions advisory practice. With more than 1,000 public sector advisory professionals dedicated solely to the unique needs of public agencies, we focus and deliver JLL’s broad platform and capabilities to the public sector to advise and implement new development and redevelopment efforts, financial structuring, transaction negotiations, stakeholder engagement, and public-private partnership services. We understand and work specifically to solve challenges to achieve financial and mission success outcomes while recognizing the public’s long-term perspective, accountability and need for transparency.

A sample of our public client list is below. This client list includes local governments and agencies, as well as public clients in the San Diego region. In addition, we have experience supporting government clients in developer negotiations—we are currently engaged by the City of Atlanta; University of California, Santa Barbara, Texas Facilities Commission; Princeton University; and Prince George’s County Public Schools on negotiation support services.

Select Local Government Experience:

- City of Alexandria, VA
- City of Bellevue, WA
- City of Chicago, IL
- City of Cincinnati, OH
- City of Compton, CA
- City of Detroit, MI
- City of Falls Church, VA
- City of Fort Worth, TX
- City of Houston, TX
- City and County of Honolulu, HI
- City of Long Beach, CA
- City of Los Alamitos, CA
- City of Los Angeles, CA
- City of Miami, FL
- City of Minneapolis, MN
- City of Napa, CA
- City of Newark, NJ
- City of New York, NY
- City of Orlando, FL
- City of Philadelphia, PA
- City of Richmond, VA
- City of San Diego, CA
- City of San Francisco, CA
- City of Santa Rosa, CA
- City of Seattle, WA
- City of Tucson, AZ
- City of Tulsa, OK
- County of Baltimore, MD
- County of Cook, IL
- County of Fairfax, VA
- County of King, WA
- County of Loudon, VA
- County of Los Alamos, NM
- County of Macon-Bibb, GA
- County of Maricopa, AZ
- County of Marin, CA
- County of Napa, CA
- County of Orange, CA
- County of Prince George’s, MD
- County of San Diego, CA
- County of San Mateo, CA
- County of Santa Clara, CA
- The District of Columbia
- District of Columbia Housing Authority, DC
- Metropolitan Pier Exposition Authority, IL
- New Jersey Economic Development Authority, NJ
- Philadelphia Industrial Development Corporation

Recent Public Sector Clients in the San Diego Region

- California State University, San Marcos
- City of Chula Vista
- City of San Diego
- Civic San Diego
- County of San Diego
- San Diego Association of Governments
- San Diego Unified Port District
- San Diego Unified School District
- University of California, San Diego

2. National experience representing public institutions in ground leases and P3 transactions.

JLL has advised numerous public clients on public-private partnerships totaling billions of dollars in development value. These P3 projects span a variety of asset types including office buildings, housing (market rate & affordable), City Halls, Public Safety facilities, research facilities, hotel, retail, and parking facilities. In the last year alone, the JLL team has advised on multiple billion dollar redevelopment and development projects on behalf of public institutions.

The JLL core negotiations team proposed for this project specializes in ground lease transaction structures, giving the City day-to-day interface with experts throughout the project's life. Furthermore, because we are a leader in real estate P3 and ground lease advisory, we can provide the City direct access to subject matter expertise, benchmarking, and trends related to ground lease development across the US.

3. Commercial real estate experts for complex, mixed-use projects.

JLL is a market-leading, full-service real estate firm in San Diego, the State of California and globally. We are a **single source provider that can address any real estate challenge**. Our team is set up with the expertise to deliver on the City's scope of services. In addition to the public institutions professionals that make up the lead advisors, JLL has San Diego-based specialists in all uses proposed for the Sports Arena Redevelopment, including a dedicated Sports & Entertainment practice group and maintains a number of services that may become relevant depending on how developer negotiations progresses and the financial and business terms that become central to the Project.

- *Sports & Entertainment* – JLL has a dedicated practice group focused solely on the development, renovation, and operations of sports and entertainment venues, as well as ancillary facilities. Our expert team advises on the entire lifecycle of these projects, from project feasibility, site selection, and development advisory to venue conditions assessments and venue engineering, operational, and maintenance services. Notable clients include Arizona Diamondbacks, Madison Square Garden, Detroit Lions, Wells Fargo Center, and the Pittsburgh Penguins, to name a few.
- *Affordable Housing* –JLL has a dedicated practice group focused solely on the financing, valuation, investment sales & advisory, and asset management of affordable housing assets. In 2021, we completed \$3.3B in affordable housing investment sales & advisory and \$3.9B in affordable housing debt and equity placement. As an industry leader, in 2021, JLL was ranked No. 1 in debt originations and No. 3 Freddie Mac Affordable Housing lender. Our team of experts have extensive market intelligence and transaction experience to inform the financial and business terms of the Project.
- *Transactions* – over the past year, we have closed over nine (9) million square feet of commercial property and completed over 130 investment sales with a value of approximately \$4.4B in the San Diego region. We have expertise that is grounded in practice and the realities of the local market.
- *Project management* – we maintain a practice of professionals focused on pre-construction and construction project management. In 2021, JLL project managed a portfolio of 2,100 projects with a volume of \$13.8 billion in the Western United States. We bring a practitioner's viewpoint to cost estimating, risk management, and constructability.
- *Facilities management* – we maintain expertise in workflow and management of facilities. In the State of California alone, JLL's facility managers are responsible for 72.5 million square feet of client properties. This expertise helps guide a realistic and informed viewpoint toward long-term operations budgeting.

4. Advisors supported by real estate practitioners and a dedicated research platform.

Our knowledge spans the development lifecycle – market feasibility, construction, financing, leasing, and operations and maintenance. We bring focused groups of real estate professionals and practitioners – specializing in all product types—as well as dedicated research professionals and in-house expertise in areas such as construction cost estimation, creative financing strategies, and development project management. Our extensive experience and involvement in the San Diego development and investment markets provides our team access to comparative project data required to conduct qualitative and quantitative analyses of the developer’s proposal, financial offer, and underwriting assumptions. In addition, JLL will engage the full abilities of our team to determine and evaluate development, operational, and financial costs.

In addition, JLL has a dedicated research group with over 450 staff globally that work with our professionals to deliver integrated services built on market insight and foresight. With more than 20 years of historic data on key markets – updated quarterly - our research specialists deliver high-quality, actionable insights. We deliver quality analysis on real estate trends, plus market analyses, forecasts, and strategic studies that create a clear competitive advantage for our clients.

JLL’s multidisciplinary specialists will provide the City with current, accurate market information on rent factors, vacancy, absorption, construction costs and comparable local real estate transactions to inform the Sports Arena redevelopment and lease negotiations.








5. Expertise grounded in City and local real estate dynamics.

We have purposefully staffed our team to leverage JLL’s significant roots in San Diego. JLL is a real estate market leader in San Diego with more than 100 local professionals, providing comprehensive real estate advisory, transaction and property services, including: public sector consulting, capital markets and investment advisory, brokerage, construction management, and property and facility management. Our San Diego team works across all real estate sectors and asset types – multifamily, affordable housing, office, life science, healthcare, retail, hotels and hospitality, sports and entertainment and industrial. Since 2017, our San Diego team has achieved commercial close on over 29 million square feet of real estate and has advised on P3 projects with an estimated development value exceeding \$10 billion.

In addition to our local full-service real estate capabilities, **JLL has been a lead advisor for multiple local public institutions and transformative, high-profile projects.** This experience has strengthened our connectivity to the City and means we have a deep appreciation of real estate fundamentals in San Diego, the local and political contexts, the importance of accountability, transparency and community stakeholders, and the workings of the leading public institutions in the region.

Project Experience

We have extensive relevant experience working with public sector clients on ground leases and P3 projects, with complex mixed-use development, and with sports and entertainment projects. We have also represented multiple public sectors clients in San Diego and have worked on numerous complex, transformative projects in the region. All of which is relevant to the scope of services included in the RFP and the various uses contemplated for the Sports Arena redevelopment. The table below provides a sample of some of our relevant experience.

<i>Breadth of Experience</i>	
PROJECT	DESCRIPTION
GROUND LEASE / P3 EXPERIENCE	
	PRINCE GEORGE'S COUNTY PUBLIC SCHOOLS JLL led the P3 feasibility analysis, solicitation creation, and procurement negotiation of a development partner to deliver Design Build Finance Maintenance services for six middle schools in Prince George's County, Maryland. This project is currently in developer negotiations; however, it is estimated at a value of over \$1.2 billion over the life cycle of the term. Through our work on this endeavor, JLL crafted market tested solicitation and legal agreement documents incorporating real-time commercially viable investment terms and operational performance indicators.
	CITY OF NAPA JLL was the lead consultant on the City's project to develop a new Civic and Public Safety facility under a P3 structure and use the monetization of excess real estate assets to offset the cost of the new public improvements in Downtown Napa.
	UNIVERSITY OF WASHINGTON JLL provided development advisory services for redevelopment of 70-acres of University-owned property west of campus under a long-term ground lease structure. The project will include up to 3 million square feet of new facilities to create a new interdisciplinary community that will bring together cutting-edge UW research with pioneering public/nonprofit institutions and private companies.
	UNIVERSITY OF CALIFORNIA, BERKELEY JLL provided real estate economics assessment and negotiation support services for University of California, Berkeley for a planned 36-acre, \$1.5 billion public-private mixed-use research and commercial redevelopment near Mountain View, California. The project transaction is highly complex and includes a ground lease between the University and NASA, federal legislative authorities, a public-private joint-venture, and planned business and academic partnerships.
COMPLEX, MIXED-USE DEVELOPMENT	
	LSU CHARITY HOSPITAL REDEVELOPMENT Vacant and closed since Hurricane Katrina, Louisiana State University's (LSU) 20-story downtown New Orleans hospital now has redevelopment approval. JLL acted as LSU's lead advisor and focused successfully on soliciting proposals from the best and most qualified master developers for a highly complex, historic redevelopment of a legacy community asset.
	ARMED FORCES RETIREMENT HOME The Armed Forces Retirement Home (AFRH) is repositioning 80 acres in Washington DC, upon which it manages the nation's oldest continuously operating retirement community for enlisted military personnel. JLL worked with a cross-public stakeholder group- General Services Administration, the District of Columbia Office of Planning, and the National Capitol Planning Commission to plan and implement a private developer solicitation process and manage concurrent zoning and entitlement jurisdiction processes.
	WORLD TRADE CENTER REDEVELOPMENT The Port Authority of New York and New Jersey (PANYNJ)—as owner of the World Trade Center site—retained JLL to determine how to best redevelop a 16-acre parcel in downtown Manhattan. JLL's team of real estate professionals worked directly with the PANYNJ, representing their interests as land owner and developer, on all facets of the redevelopment, including financial and development feasibility analyses across various market sectors; transaction advisory services and deal structuring; capital markets and project financing; and project marketing and leasing.
SPORTS & ENTERTAINMENT EXPERIENCE	
	SAVANNAH ARENA AND CANAL DISTRICT JLL was selected by the City of Savannah to manage the development of the new Savannah Arena and Canal District, the City's largest undertaking to date and an opportunity to redevelop the district, creating a vibrant new center of activity in Savannah's core. The new 149,000-square-foot arena will contain approximately 9,000 seats, including club seats and luxury suites. The site will also provide approximately 3,000 structured parking spaces, allowing thousands of new visitors to experience the \$140 million project's expansive new features.
	COCA-COLA ROXY THEATER AT THE BATTERY ATLANTA JLL led the design and construction team in a design/assist process for the construction of a new concert hall. The challenge included providing a venue that could support the number of patrons required to meet Live Nation's proforma goals on a small, fixed parcel, limited schedule, and a stringent budget. The theatre opened April 2017, holds 3,800 patrons and offers VIP seating and night club, catering kitchen and six bars dispersed throughout the two-level venue.

San Diego Experience

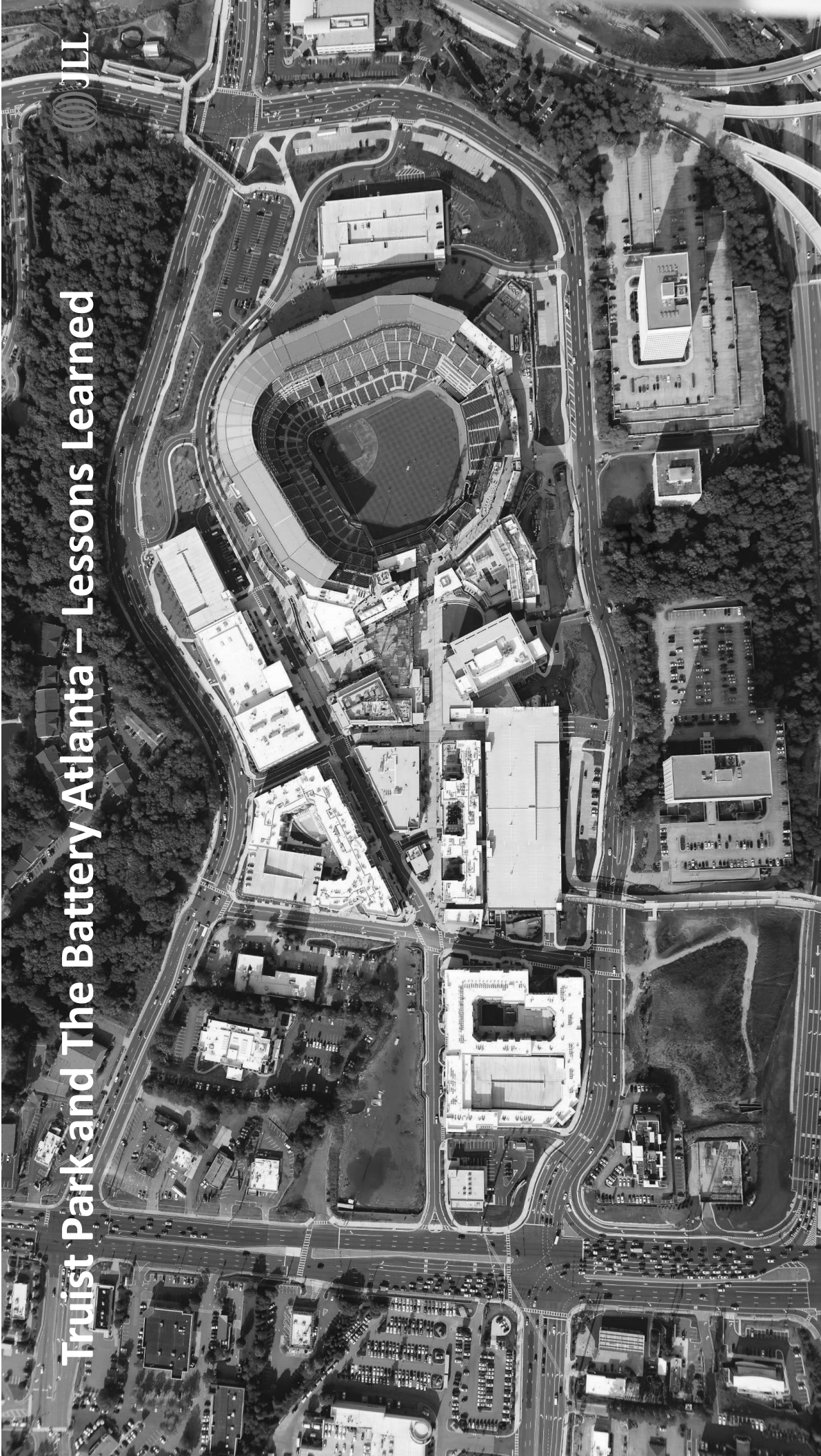
JLL is the market leader in commercial real estate in San Diego with extensive experience representing public sector clients on complex and transformative projects. The table below is a sample of our current and recent local work:

Client	JLL Assignment	Assignment Status
City of San Diego	Negotiation support for Mission Valley land sale to SDSU	Completed assignment
City of San Diego	Real estate and development solicitation advisor for Sports Arena site	Completed assignment
City of San Diego	Development and financial feasibility for Civic Center redevelopment alternatives	Completed assignment
Civic San Diego	Real estate, development, solicitation and negotiation advisor for Tailgate Park site	Completed assignment
Civic San Diego	Opportunity Zone study	Completed assignment
County of San Diego	Disposition and development advisory for 3.98-acre site in Downtown San Diego	Completed assignment
County of San Diego	Mixed-use development advisor for 0.6-acre site in Little Italy	Completed assignment
County of San Diego	Development strategy for Rosecrans Live Well Center	Completed assignment
Port of San Diego	Seaport Village redevelopment advisor and financial analyses	On-going assignment
Port of San Diego	Real estate financial analysis for Port Master Plan Update	Completed assignment
Port of San Diego	Development, cost study and solicitation advisory for Chula Vista Bayfront development	Completed assignment
Port of San Diego	Development and financial analysis for Harbor Island hotel development	Completed assignment
UC San Diego	Exclusive real estate advisor for university leasing, acquisitions and dispositions	On-going assignment
UC San Diego	Exclusive public/private development advisor for multiple sites and assets	On-going assignment
UC San Diego	Development and public-private partnership advisor for Science Research Park (850,000 SF) of life science and digital tech space	On-going assignment
UC San Diego	Development, public-private partner and solicitation advisor for Rancho Bernardo Health Center	On-going assignment
UC San Diego	Development, public-private partner and solicitation advisor for Hillcrest workforce housing	On-going assignment
CSU San Marcos	Development advisor for new 135,000 square foot Extended Learning Building	Completed assignment

Detailed Case Study

Moreover, following this page, we provide a more detailed case study for Truist Park & The Battery Atlanta that describes the project and highlights some lessons learned.

Truist Park and The Battery Atlanta – Lessons Learned



An aerial photograph of the Atlanta Braves stadium, Truist Park, and its surrounding development. The stadium is a large, circular structure with a retractable roof, situated in the center of the image. To the left and right of the stadium are various commercial and residential buildings, parking lots, and parking garages. The area is surrounded by trees and greenery. The text is overlaid on the image in white, bold, sans-serif font.

Truist Park and The Battery Atlanta – Lessons Learned



ATLANTA BRAVES

Site: 84 acres, Cobb County, GA

- 41,000 seat ball park – Opened 2017 MLB Season
- \$672M
- 1.8M SF of private mixed-use development - ONGOING
- \$720M (EST.)

JLL's Role: Advise, lead and manage the entire program for development

Truist Park and The Battery Atlanta – Lessons Learned



Benefits of sports and entertainment districts



Teams

- Financial returns
- Enhanced Fan Experience
- Private entity expedites process
- Individual product type
- JV's lets team retain maximum control

Petco Park, San Diego, CA



Developers

Financial return

- Notoriety /Signature project
- Team drives traffic
- Office tenants crossover with club sponsors
- Residents create critical mass and allow team to capture younger fan base

Ball Park Village, St. Louis, MO



Public

- Promotes Economic Development
- Sales and Property Taxes
- Enhanced Fan Experience on game days
- Enhanced experience on non-game days
- Increased Tourism Spending
- Activates the ballpark area year-round

Wrigley Field, Chicago, IL



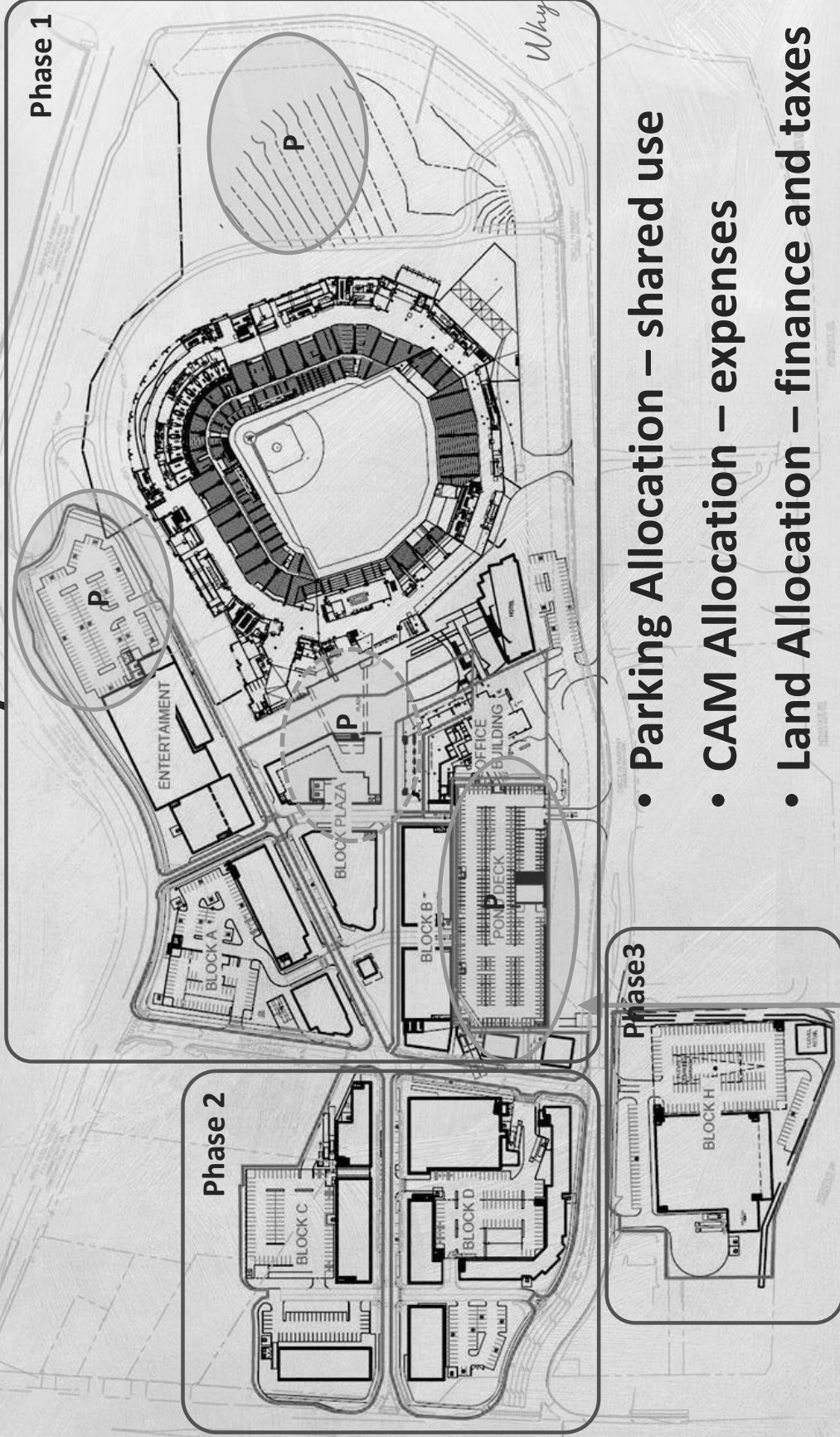
Truist Park and The Battery Atlanta – Lessons Learned



Creating the “...preeminent lifestyle destination” – Challenge No. 1:

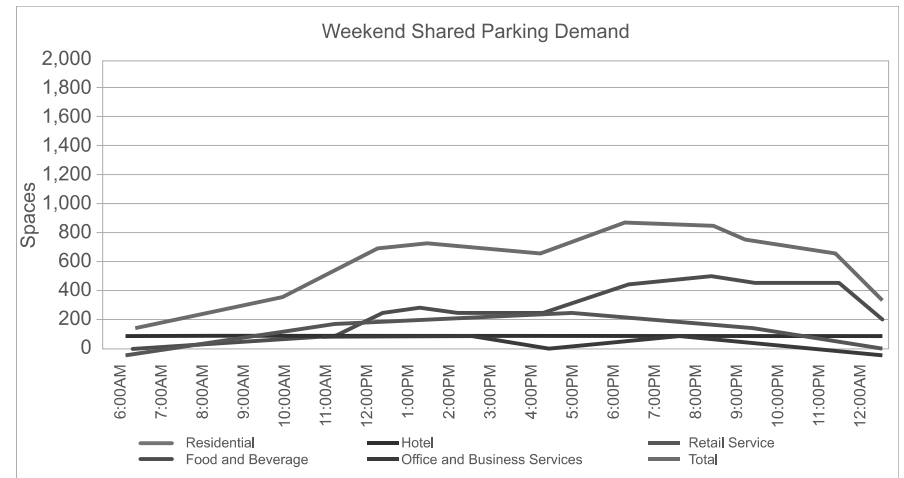
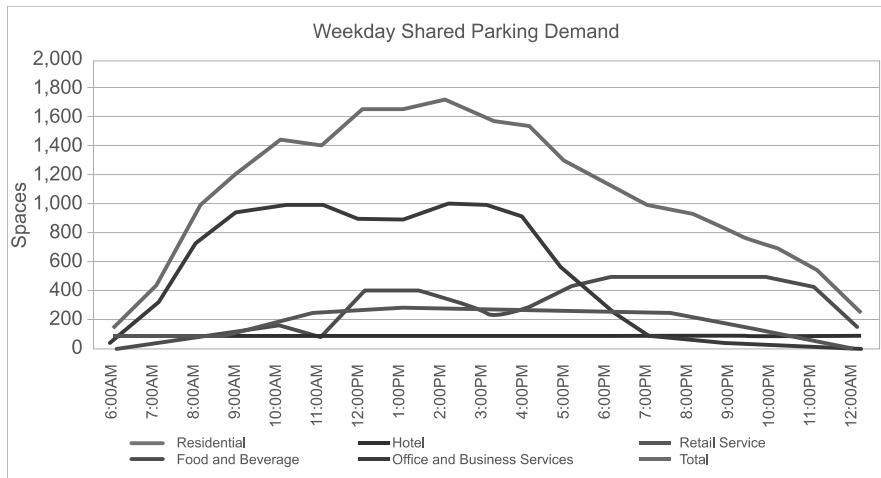
- If you build it (in Cobb County) will they come?
- Location, public transportation, 24/7 activation
- Planning for integration – access, parking, amenities
- Critical mass for phase one development
- Fan experience
- P3 structure

Truist Park and The Battery Atlanta – Lessons Learned



- Parking Allocation – shared use
- CAM Allocation – expenses
- Land Allocation – finance and taxes

Truist Park and The Battery Atlanta – Lessons Learned



Land Use	6A	7A	8A	9A	10A	11A	12P	1P	2P	3P	4P	5P	6P	7P	8P	9P	10P	11P	12A
Residential	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hotel	93	96	106	96	90	85	71	71	85	90	92	90	85	79	84	88	98	100	98
Retail	9	20	58	123	193	243	267	278	267	256	258	264	264	264	229	155	90	31	0
Restaurant	0	21	53	79	158	79	410	410	388	247	269	421	505	526	526	526	505	405	142
Office	30	300	750	950	1,000	1,000	900	900	1,000	1,000	900	500	250	100	70	30	10	0	0
Total	132	438	967	1,246	1,441	1,407	1,648	1,659	1,720	1,584	1,537	1,275	1,104	968	908	799	703	536	240

Land Use	6A	7A	8A	9A	10A	11A	12P	1P	2P	3P	4P	5P	6P	7P	8P	9P	10P	11P	12A
Residential	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hotel	96	104	121	106	100	90	71	71	90	90	90	87	92	90	95	100	108	111	106
Retail	9	20	47	112	162	200	235	256	278	278	267	253	225	212	187	149	104	42	0
Restaurant	0	21	32	63	79	142	289	310	268	268	268	358	484	506	526	484	484	468	263
Office	15	20	30	40	75	100	100	100	95	70	80	70	90	90	80	40	30	20	0
Total	120	166	229	322	415	532	695	737	721	706	682	772	691	896	848	772	724	641	368

Parking Audits



Truist Park and The Battery Atlanta – Lessons Learned



Facility Ownership	Typically 100% owned by municipality and leased to Team
Term	30-40 Years
Financing	<ul style="list-style-type: none"> Majority publically financed via taxes, grants, loans, land or infrastructure (bonds can be partially serviced via stadium rent) Team ownership finances minority of facility costs
Control	Team ownership is in complete control of facility and revenues for games and other events
Operating Costs	Borne entirely by team ownership
Maintenance	Capital maintenance reserve fund jointly capitalized by owner and Authority (preferably on an annual basis)
Parking	Team retains all parking revenues
County/City Events	Limited number of events per year
Transportation & Infrastructure Improvements	Agreement should outline specific improvements to be made to the area
Naming Rights / Sponsorships	Team to retain all naming rights and sponsorship revenues and can be used to pay rent to municipality
Ancillary Development	Municipality to support team's efforts to pursue ancillary development





Truist Park and The Battery Atlanta – Lessons Learned



Creating the “...preeminent lifestyle destination” – Challenge No. 2

- Negotiate, acquire, entitle, masterplan, design, build in time for the start of 2017 MLB Season?
- Site assemblage, acquisition, preparation for all 84 acres.
 - Running into unknowns – can you possibly imagine every obstacle?
 - Building just the right amount in the right places – priorities!

Truist Park and The Battery Atlanta – Lessons Learned



- Planning, coordinating, executing
- Developing Infrastructure to support both stadium and mixed-use development
- Land identified and Master planning started in Aug. 2013
- Programming started Feb 2014- Documents complete Mar 2015
- Mass Grading of 84 acres Dec. 2014; Vertical Construction Started in Dec. 2015 and finished 2years later



Truist Park and The Battery Atlanta – Lessons Learned

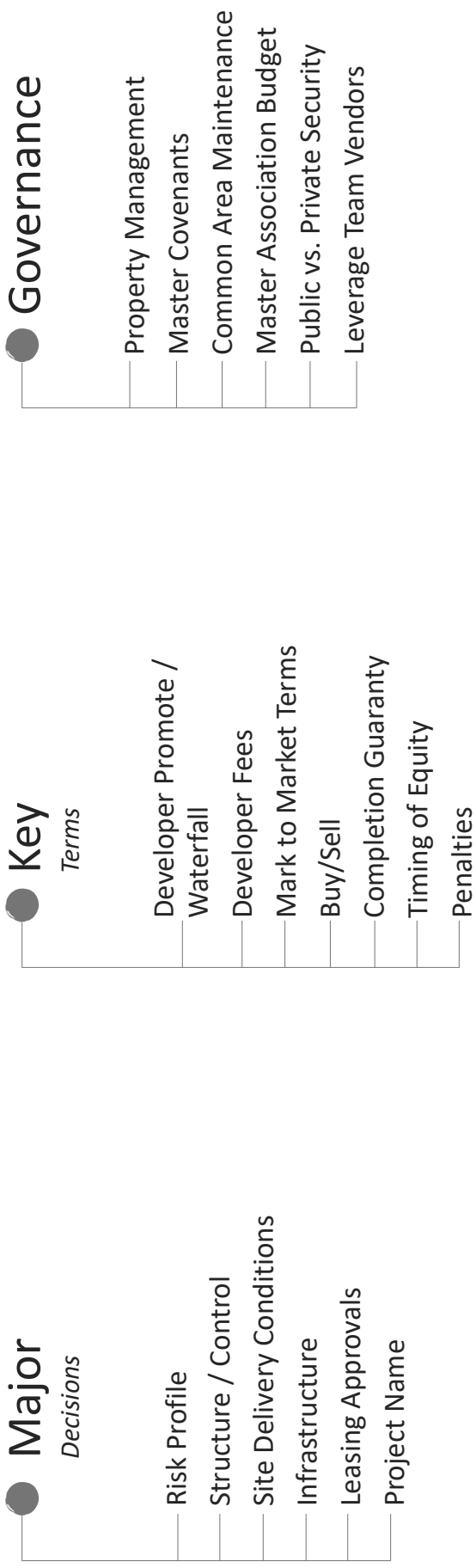


- Right-size capacity
- Revenue modeling for premium mix
- Multi-use spaces for non-game day
- Activate ground level perimeter
- Connectivity to district

Truist Park and The Battery Atlanta – Lessons Learned



Developer selection: Negotiated points in JV agreements



Truist Park and The Battery Atlanta – Lessons Learned

Cash flow modeling



Description	Scenario 1	Scenario 2	Scenario 3	Scenario 4	Scenario 5	Scenario 6
	Team Buy Land			Self Develop	Partner Buys Land	Team Buys Land
	Sale of Surrounding Land	Ground Lease	Joint Venture		Promote to Team	Promote to Team
	Announce move, purchase and develop land, then sell surrounding land	Purchase land, then lease to developer	50/50 JV with developer	Control and Fund development	Partner Controls and funds development, Team receive a piece of upside	Purchase and develop land, sell surrounding sites, Team receive a piece of upside
Financing Assumptions						
Financing						
Ownership - Team	100.0%	0.0%	50.0%	100.0%	0.0%	0.0%
Ownership - Developer	0.0%	100.0%	50.0%	0.0%	100.0%	100.0%
Promote Assumptions						
Return Hurdle	N/A	N/A	10.0%	N/A	10.0%	10.0%
Promote ⁽¹⁾	N/A	N/A	30.0%	N/A	6.0%	6.0%
Returns Summary						
Total Square Footage	800,000	800,000	800,000	800,000	800,000	800,000
Total Development Costs w/ Land	\$304,137,270	\$304,137,270	\$304,137,270	\$304,137,270	\$304,137,270	\$304,137,270
Team Equity Required (2)						
Land Acquisition Cost (excl. greenspace/Arena)	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$0	\$10,000,000
Horizontal Infrastructure Cost	\$5,637,591	\$0	\$5,637,591	\$5,637,591	\$0	\$5,637,591
Equity for Vertical Buildout	\$0	\$0	\$42,706,077	\$101,049,746	\$0	\$0
Total Equity Required	\$15,637,591	\$10,000,000	\$58,343,669	\$116,687,337	\$0	\$15,637,591
Total Distributions	\$42,311,162	\$29,822,530	\$182,598,165	\$423,898,425	\$11,740,419	\$49,616,072
Less: Equity Invested	(\$15,637,591)	(\$10,000,000)	(\$58,343,669)	(\$116,687,337)	\$0	(\$15,637,591)
Net Cash Flow	\$26,673,571	\$19,822,530	\$124,254,496	\$307,211,087	\$11,740,419	\$33,978,480
NPV @ 8%	\$24,598,480	\$4,616,502	\$34,663,250	\$92,968,215	\$5,306,945	\$27,531,203
IRR	NM	13.1%	15.1%	16.6%	NM	NM
Equity Multiple	2.7x	3.0x	3.1x	3.6x	NM	3.2x
Profitability Index	2.6x	1.5x	1.6x	1.8x	NM	2.8x

Notes:

- (1) Promote paid to developer partner in Scenario 3; assumes Team receive 20% of 30% developer promote in Scenario 5
- (2) Assumes 10 year hold (except for sale of surrounding land); analysis excludes purchase of land for Arena and green space

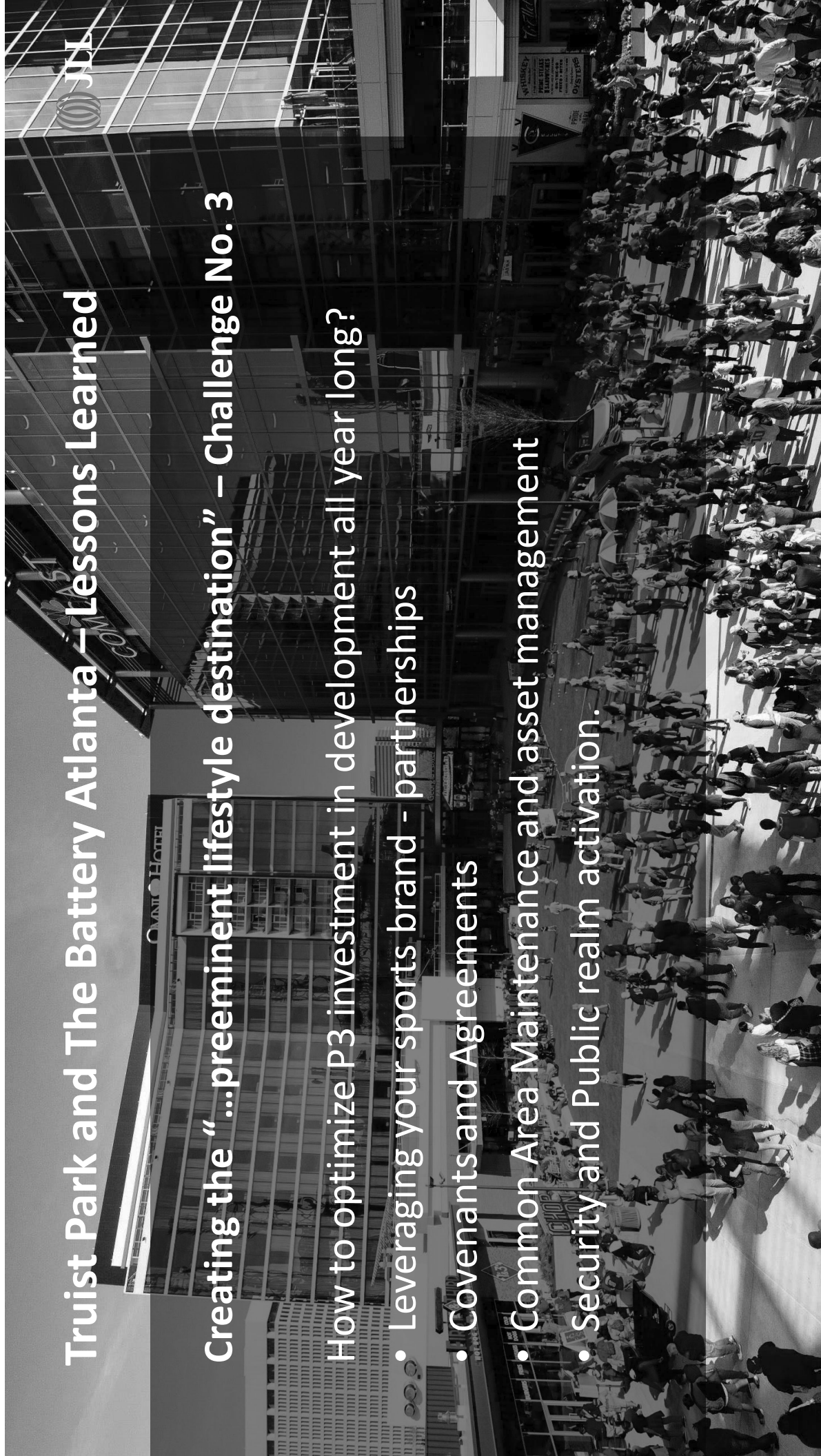
Truist Park and The Battery Atlanta – Lessons Learned



Creating the “...preeminent lifestyle destination” – Challenge No. 3

How to optimize P3 investment in development all year long?

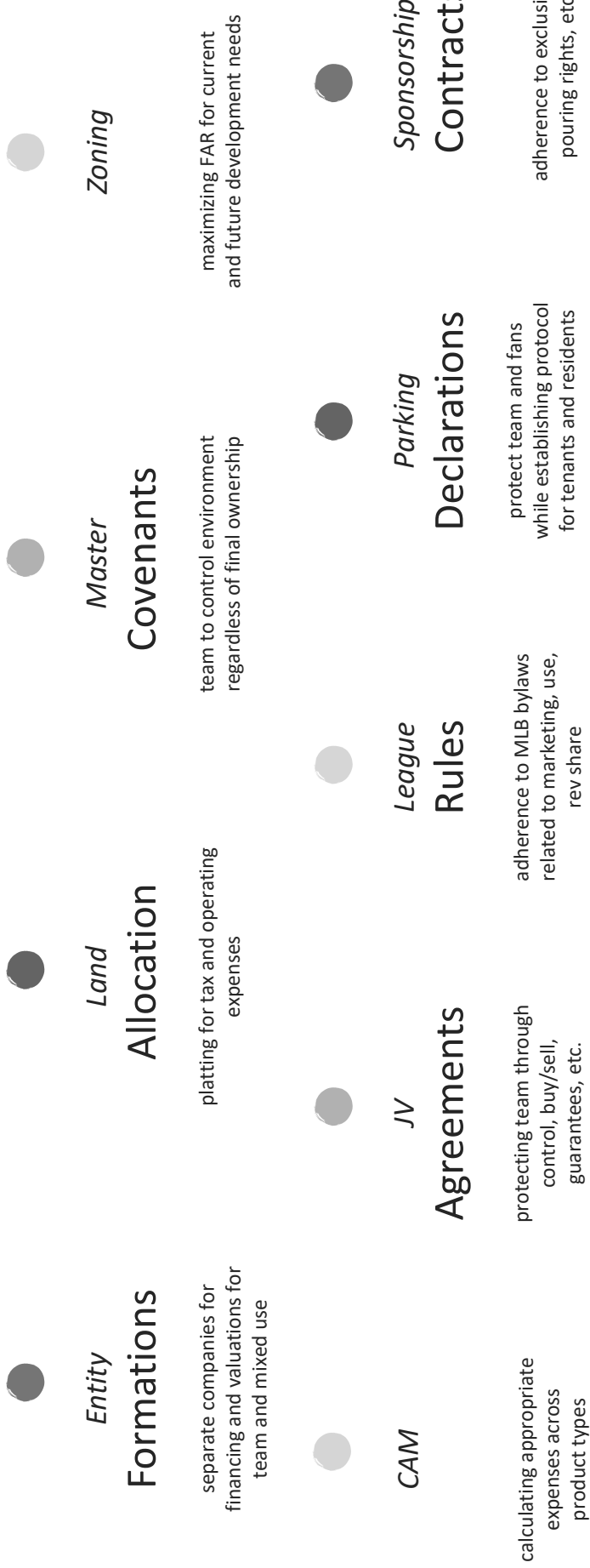
- Leveraging your sports brand - partnerships
- Covenants and Agreements
- Common Area Maintenance and asset management
- Security and Public realm activation.



Truist Park and The Battery Atlanta – Lessons Learned



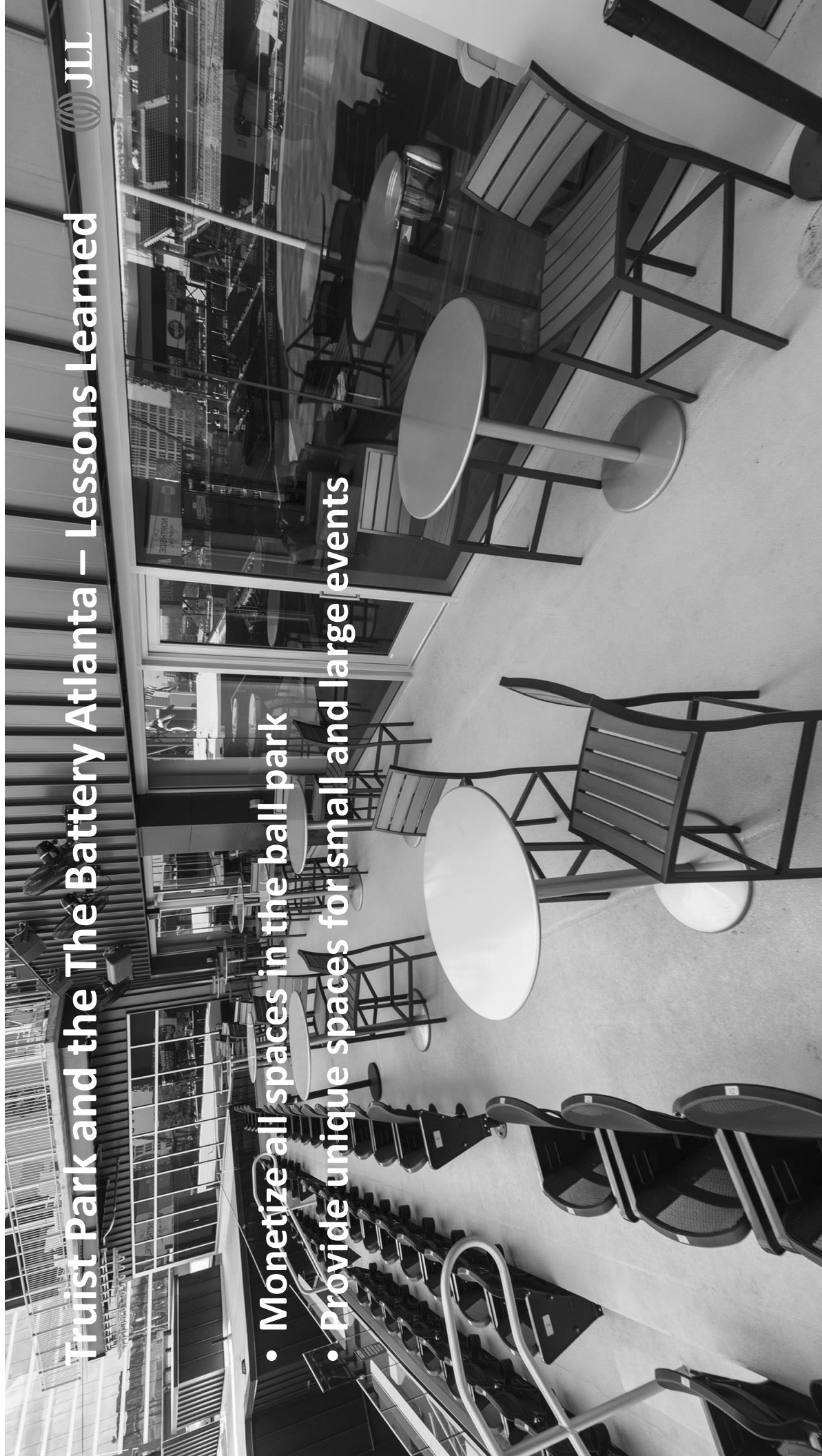
Coordination between stadium and mixed-use



Truist Park and the Battery Atlanta – Lessons Learned



- **Monetize all spaces in the ball park**
- **Provide unique spaces for small and large events**



Truist Park and the The Battery Atlanta – Lessons Learned

Activate the spine with diversity

- Create diversity of uses at the pedestrian spine
- Coordinate partnership rights within the district





Truist Park and the The Battery Atlanta – Lessons Learned

- Program public space for community or private events
- Connect amenities to ball park events



Truist Park and the Braves Atlanta - Lessons Learned



- Extend and control the brand
- Adherence to sponsorship contracts

Truist Park and The Battery Atlanta – Lessons Learned



\$18.9 MILLION IN FISCAL IMPACT ANNUALLY FOR COBB COUNTY

FOR MORE INFORMATION, VISIT WWW.COBBCHAMBER.ORG/FISCALIMPACT



Global series of stadium & arena business conferences

Truist Park and The Battery Atlanta – Lessons Learned



CONCLUSION:

- Proof of Concept: see Georgia Tech – Fiscal Impact report
- Lead or Participate in private development
- Alignment between Public and Private entities crucial
- Utilize experienced development expertise to ensure team's goals are realized long-term
- Invest time in detailed planning from the start – don't short cut!
- Partner with program managers with scalable resources
- Prepare for the unexpected
- Team to dedicate full time leader

JLL Team—Capacity / Capability (Eval Factor B.1, B.3)

JLL has assembled a multidisciplinary team with the proven expertise required to provide the negotiations support necessary to execute the Sports Arena redevelopment. We have organized our team using a **“hub and spoke” model**. Our core advisors and negotiating team, Matthew Do and Eileen Tumulad, will act as our “hub” and be responsible as the primary liaison with the City and advisors for the negotiations, manage communications and internal resources and provide a single point of responsibility for our work effort. This hub will connect to other areas of expertise within our firm and locally – the “spokes”. The spokes are comprised of cost and constructability consulting, sports and entertainment, multi-housing, affordable housing, and other research and market experts. This model allows the City to access the full depth of JLL’s real estate expertise in San Diego and beyond, as needed, while we keep cost and work processes efficient.

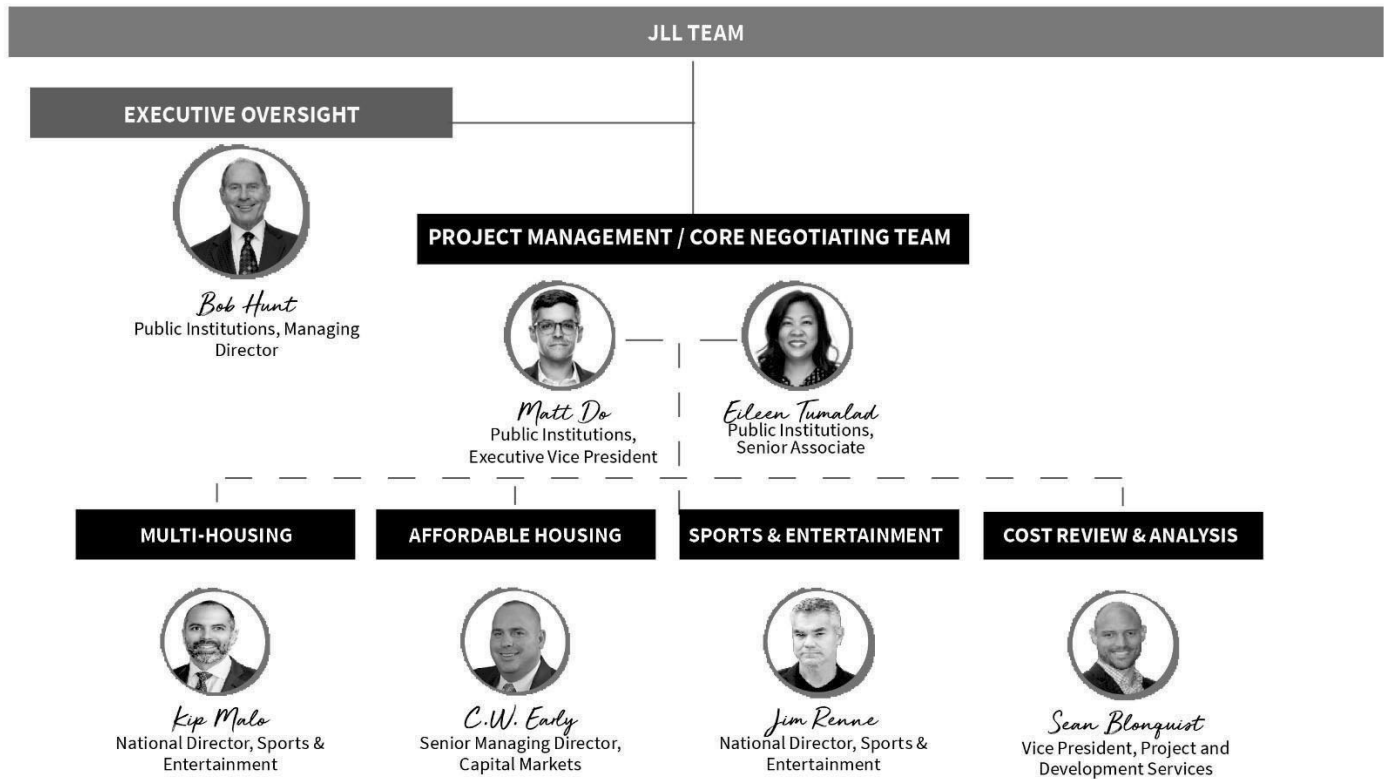
Our team will be managed by **Matthew Do, Executive Vice President of Public Institutions**, who brings a tremendous amount of experience implementing ground leases and commercial real estate development for municipalities. Mr. Do will be responsible for quality of work products and performance of the team. Mr. Do routinely works with and manages internal resources across multiple JLL teams and is focused exclusively on the real estate needs of public clients. Mr. Do will be teamed with **Eileen Tumulad, Senior Associate of Public Institutions**. Both Mr. Do and Ms. Tumulad have extensive experience working on **development and redevelopment advisory, P3 and ground leases, and negotiations support** for multi-housing, affordable housing, entertainment, and other uses. Both Mr. Do and Ms. Tumulad also have direct working experience with the City and the Sports Arena project. Management will be further supported by **Bob Hunt, Managing Director of Public Institutions**, who will serve as executive oversight as well as provision of best practices. Mr. Hunt has over 30 years of experience helping organizations develop real estate solutions and was a lead technical advisor for the largest P3 in the country – UC Merced’s 2020 campus expansion, which has completed construction.

Mr. Do and Ms. Tumulad will be responsible for accessing, interfacing and coordinating with JLL’s local and national subject matter experts (SME) for the benefit of the City. Our team comprises principals in practice areas specifically relevant to the City’s scope of work and the uses contemplated for Sport Arena:

- **Jim Renne, National Director**, will provide expert guidance relating to **sports and entertainment uses**,
- **Kip Malo, Director**, will provide expert guidance relating to market **multi-housing uses**
- **C.W. Early, Senior Managing Director**, will provide expert guidance relating to **affordable housing**,
- **Sean Blonquist, Vice President**, leads JLL’s cost estimating and consultancy team in Southern California and will provide **cost review and analyses, constructability** and **risk management strategies**.

In addition to the core team, JLL has unparalleled access to other specialists that can be readily sourced to address almost any real estate requirement that might arise during the course of the relationship. Our proven processes and organizational infrastructure will allow our team to manage multiple competing projects and priorities, ramp up to accommodate new projects, increased scope and/or geographically dispersed projects. With our flexible team structure, we are fully scalable and will continue to demonstrate our ability to manage multiple projects concurrently under contract.

Organization Chart



JLL TEAM - OTHER KEY RESOURCES

Research | Agency Leasing | Tenant Representation | Energy & Sustainability Services | Digital Solutions | Integrated Facility Management

Key Staff Resumes

We provide staff resumes following this page.

- **Bob Hunt**, Managing Director, JLL Public Institutions
- **Matthew Do**, Executive Vice President, JLL Public Institutions
- **Eileen Tumulad**, Senior Associate, JLL Public Institutions
- **Kip Malo**, Director, JLL Multi-housing Capital Markets
- **C.W. Early**, Senior Managing Director, JLL Affordable Housing Capital Markets
- **Jim Renne**, National Director, JLL Sports & Entertainment
- **Sean Blonquist**, Vice President, JLL Project Development Services

Bob Hunt

Managing Director, Public Institutions

Current Responsibilities

Mr. Hunt is a member of JLL's Public Institutions & Higher Education group and is the National Leader of its state and local government and higher education practice. His core focus is to help organizations link their real estate and facilities strategy to their overall business strategy. An expert on alternative development structures, Mr. Hunt is skilled at translating organizational needs into business cases and actionable performance criteria to support the planning, implementation and measurement of real estate and workplace strategies.

Experience

Mr. Hunt brings more than 30 years of experience helping organizations develop real estate and workplace solutions, including real estate portfolio planning, facilities planning, development advisory, public private partnership (P3) formation, workplace strategy and Real Estate, Information Technology and Human Resources integration. Mr. Hunt has been a lead consultant on many innovative projects. Some of his notable projects include:

- GSA – Workplace 20-20 Program: Lead consultant on a long-range workplace study for the General Services Administration, involving 22 pilot projects across the Country. Advised on Requirements Development process for the pilot projects and on metrics to evaluate results.
- Napa County: Principal in charge of developing a long-range portfolio plan for the County. Specific services included Workplace Solutions development, occupancy planning, long range facilities master planning and capital planning.
- State of Colorado: Supported the development of strategic real estate plan to incorporate all state agencies with a focus on alternative workplace strategies, telework and P3 development.
- State of Utah: Principal in charge of developing statewide real estate strategy for its owned and leased portfolio. Included predicting the impact of teleworking on overall demand for space, assessing functionality of major state-owned buildings and developing scenarios to consolidate state agencies from leased to state owned space.

Education and Affiliations

Mr. Hunt received his Bachelor of Arts degree in business administration from the University of Washington. A dynamic speaker and meeting facilitator, he has addressed many organizations including PC3, CoreNet, IFMA, National Council on Public Private Partnerships and the U. S. General Services Administration about real estate and workplace strategy. He has also written numerous articles on workplace strategy and alternative development structures.



Recent Client Experience:

- UC San Diego UC Merced
- Port of San Diego
- County of San Diego
- City of Seattle
- U.S. GSA
- UC Office of the President
- University of Washington
- State of Colorado
- CSU Channel Islands
- State of Oregon
- Microsoft
- Boeing

Achievements:

- Over 30 years of real estate experience
- 16 years with JLL
- Accomplished industry speaker and facilitator
- Authored numerous industry articles

Matthew Do

Executive Vice President, Public Institutions

Current Responsibilities

Mr. Do leads JLL's Public Institutions practice in the Western U.S. where he provides strategic advisory services to public sector clients seeking to enhance their mission driven goals and services through their real estate portfolios and the built environment. Mr. Do is currently providing development advisory in support of transformational real estate initiatives across San Diego. Mr. Do's current and recent clients include the City of San Diego, County of San Diego, Civic San Diego, the San Diego Unified Port District and UC San Diego. Mr. Do's work includes supporting for a diverse range of real estate assets and uses, including multifamily, student housing, hospitality, office, academic, retail and entertainment.

Experience

Prior to joining JLL, Mr. Do worked for FBR Capital Markets, a boutique investment bank focused on middle-market companies. As an Associate Banker, Mr. Do was responsible for financial analysis, management of equity-raise transactions and M&A advisory for public and late-stage private real estate and specialty finance companies. Prior to this position, Mr. Do spent five years working for private consulting firms focused on public-private partnerships and community and economic development, with a focus on residential and mixed-use products.

Mr. Do has been a lead consultant and key team member of multi-disciplinary teams providing advisory services to public clients, including the U.S. Department of Defense, U.S. Department of Veterans Affairs, U.S. Housing and Urban Development and numerous large and mid-sized cities across the country. As part of this work, Mr. Do has accumulated significant P3 advisory experience, including over \$500 million of transactions and managing over \$1 billion in residential assets in support of the Military Housing Privatization Initiative. Mr. Do has also advised municipal clients with a focus on development programming, financial feasibility, transactional structuring with significant public and private financing, and management of public solicitations. Mr. Do provided multi-year services to the City of New Orleans and its Redevelopment Authority in support of funding programs and private partnerships designed to combat blight and restore key neighborhood assets destroyed by Hurricane Katrina. Mr. Do's services included development packaging, training on underwriting principals and methods, and solicitation and financial management, which resulted in the completion of new single-family, multifamily, mixed-use and mixed income developments by leveraging existing city-owned land and private investment.

Education and Affiliations

Mr. Do earned a Master of Science in Real Estate from the Johns Hopkins Carey Business School and a Bachelor of Science in Geography and Planning from the Pennsylvania State University, and is a non-active, previously registered investment banking and securities broker.



Recent Client Experience:

- City of San Diego
- County of San Diego
- Civic San Diego
- San Diego Unified Port District
- University of California, San Diego

Achievements:

- 16 years of real estate finance and advisory experience
- Direct development and asset management

Licenses:

- Non-active Investment Banking Representative (Series 79) and Uniform State Securities Agent (Series 63)

Eileen Tumulad

Senior Associate, Public Institutions

Current Responsibilities

Ms. Tumulad is a Senior Associate with JLL’s Public Institutions group where she provides real estate development, financial and market analysis, and economic development advisory services to public sector and higher education clients in the western United States. Located in JLL’s San Diego office, Ms. Tumulad is currently assisting a number of public sector clients providing a range of services, including development advisory, financial feasibility analysis, highest and best use valuation, public private partnership (P3) development, market sounding, and transaction and procurement advisory for various asset types, such as multifamily housing, office, medical office, retail, and hotel. Some notable projects include:

- County of San Diego
 - Development advisory, procurement advisory, financial analysis, and market sounding for various County-owned sites, including the disposition of 3 blocks in Downtown San Diego
- City of San Diego
 - Developer proposal review and advisory services for the redevelopment of the 40-acre Sports Arena site.
- Civic San Diego
 - Real estate and market study in support of Opportunity Zone development; P3 procurement advisory for 4 blocks in East Village
- San Diego Unified Port District
 - Strategic planning, procurement and transaction advisory, and highest and best use valuation
- UC San Diego
 - Highest and best use analysis, P3 assessment and procurement advisory, market analysis, and financial feasibility analysis for redevelopment of 20-acre, Hillcrest site
- UC Santa Barbara
 - Feasibility analysis and project valuation and P3 assessment and procurement advisory for the development of a new mixed-use community on a 16-acre site adjacent to the main campus
- California High Speed Rail
 - Market research and analysis, strategic planning, financial analysis, P3 assessment and transaction advisory.
- CSU San Marcos
 - Feasibility analysis, P3 assessment and procurement advisory, and negotiations support

Prior to joining JLL, Ms. Tumulad worked for the New York City Economic Development Corporation (NYCEDC). As an Assistant Director of Research, Ms. Tumulad managed and performed economic analysis and investment advisory work for large-scale speculative real estate developments, tax incentive deals, and transportation infrastructure projects.

Education and Affiliations

Ms. Tumulad earned a Master’s of Public Policy from the University of Chicago’s Harris School of Public Policy, as well as a BA in economics from the University of California, Berkeley.



Recent Client Experience:

- County of San Diego
- Civic San Diego
- City of San Diego
- San Diego Unified Port District
- UC San Diego
- CSU San Marcos
- California High Speed Rail Authority
- UC Irvine
- City of Los Angeles
- Los Angeles World Airports
- UC Berkeley
- UC Santa Barbara
- University of Utah

Achievements:

- 13 years of economic and real estate market analysis experience
- Experience with the award and implementation of federal grant programs

Sean Blonquist

Vice President, West Coast Cost Management Lead

Current Responsibilities

Mr. Blonquist's skillset and experience gained from 15+ years in operations as a General Contractor positions him as part of JLL's regional leadership group. He is responsible for supporting project teams, enhancing collaboration across internal and external work groups, and participating in the advancement of the JLL brand.

Experience

Throughout his career as a General Contractor, Mr. Blonquist has worked on a diverse set of project types and teams. He has completed ground up, core and shell and tenant improvement projects in the commercial office, high end retail, hotel, high tech, aviation, housing, healthcare, mixed use, and heavy civil sectors. Most recently, he has been involved in multiple IPD (Integrated Project Delivery) projects with a heavy emphasis on lean processes and highly collaborative and integrated project teams. Each of his projects have focused heavily on design build components, and he is well practiced in managing design and advising on the right contracting strategy for any given project.

While each project and team have provided him with a rich experience full of lessons learned, one of the major themes that Mr. Blonquist has remained focused on is that of empathy. He works diligently to treat all teammates with fairness and maintains a keen focus on the overall goals of project execution, partnering with the project Owner and end users throughout the process to ensure their experience is positive.

Previously, Mr. Blonquist completed multiple projects on the headquarter campus of a corporate technology client. Some of these projects included enhanced elements of security, others incorporated operationally innovative lab spaces, and others included move management and space planning. One consistent element that required mastery on each project was the ability to quickly understand the priorities of multiple stakeholders and to ensure that the project met the needs of all expert groups and end users.

Education and Affiliations

Mr. Blonquist has a Bachelor of Science degree in Construction Engineering Management (CEM) from Oregon State University. He is also involved in the local bay area LCI and SPUR groups.



Recent Client Experience:

- Lyft
- National Sports & Entertainment Brand
- Virgin Atlantic
- Confidential Multinational Technology Company
- Tansbay Joint Powers Authority*
- Sutter Health*
- Microsoft*
- SFO Airport*
- Crate & Barrel*
- Seattle University*
- Kemper Development*

*prior to JLL

Achievements:

- 15+ years in General Contractor positions experience

C.W. Early

Senior Managing Director, JLL Capital Markets, Americas

Current Responsibilities

Mr. Early is a Senior Managing Director for Affordable Housing of JLL Capital Markets, Americas. Christian has extensive experience in the technical aspects of multi-housing and affordable housing capitalization. Christian has underwritten, structured, and screened billions of dollars of affordable housing debt transactions over the past two decades.

C.W. Early previously served as Deputy Chief Underwriter for the Fannie Mae DUS program, FHA insured commercial project loans and the Freddie Mac TAH programs for Oak Grove Capital and as a Senior Underwriter at MMA Financial.

Experience

Education and Affiliations

Mr. Early received his Doctor of Jurisprudence from the University of Houston Law Center; a Master’s degree in real estate and urban analysis from the University of Florida; and a Bachelor’s degree from Emory University.



Specialty Experience:

- Agency Lending
- Multi-housing

Professional Designations:

- Member, The State Bar of Texas
- Licensed Texas Real Estate Salesperson

Kip Malo

Director, JLL Capital Markets, Americas

Current Responsibilities

Mr. Malo is a director in the San Diego office of JLL Capital Markets. He specializes in multifamily investments and development site sales in Southern California. Mr. Malo provides multifamily investors with valuation, strategic consulting, market analysis, acquisition and disposition advisory services. Mr. Malo has a career transaction volume of more than \$1.4 billion and 9,100 units.

During his 11 years of experience he has represented a wide range of clients including institutional and private capital investors and has represented some of the nation’s largest and most active multifamily investors and developers. Prior to joining JLL, Mr. Malo spent five years in the multifamily division of a national commercial real estate services firm.

Experience

Property	Location	Type	Value
Presidio at Rancho del Oro	Oceanside, CA	Investment Advisory	\$87,025,000
Santa Fe Springs Development Site	Santa Fe Springs, CA	Investment Advisory	\$3,000,000
Hotel Karlan Redevelopment	San Diego, CA	Investment Advisory	\$26,750,000
Alvista on Baltimore	La Mesa, CA	Investment Advisory	\$99,400,000
The Crossing at Green Valley	Henderson, NV	Investment Advisory	\$59,750,000
The Retreat	Las Vegas, NV	Investment Advisory	\$17,450,000
Commons at Town and Country	San Diego, CA	Investment Advisory	\$74,850,000
Monarch at Shadowridge	Vista, CA	Investment Advisory	\$115,000,000
Asana at North Park	San Diego, CA	Investment Advisory	\$32,300,000
Riverdale Apartments	Hemet, CA	Investment Advisory	\$12,100,000
Las Palmas	Vista, CA	Investment Advisory	\$20,900,000
Dylan Point Loma	San Diego, CA	Investment Advisory	\$90,000,000
Estancia	Escondido, CA	Investment Advisory	\$16,500,000
Ballpark Village	San Diego, CA	Investment Advisory	\$32,365,000
IDEA1	San Diego, CA	Investment Advisory	\$90,000,000

Education and Affiliations

Mr. Malo received a BA in Economics from Johns Hopkins University. He was a four-year member of Men’s Lacrosse Team and 2005 NCAA Lacrosse National Championship Team. Mr. Malo is a CCIM designation candidate and a member of Urban Land Institute (ULI) NEXT.



Recent Client Experience:

- AECOM Capital
- Alliance Residential
- The Bascom Group
- Berkshire
- County of San Diego
- Equity Residential
- FPA Multifamily
- Gables Residential
- Greystar
- Holland Partner Group
- Invesco
- JMI Realty
- LaSalle
- Lennar
- Lowe Enterprises
- Monarch Group
- New Standard Equities
- PCCP
- PGIM Real Estate
- R&V Management
- Sentre
- Strata Equity Group
- WLA Investments

Achievements:

- 11 years of experience
- Career transaction volume of more than \$1.4 billion and 9,100 units

Professional Designations

- CA Lic. #01807972

James (Jim) Renne, AIA

National Director, Sports & Entertainment
Senior Vice President, Project and Development Services

Current Responsibilities

Mr. Renne is a Senior Vice President and National Sports Director at JLL with more than 25 years of experience in creating innovative Sports & Entertainment destinations and world class athletic facilities. With his extensive sports planning and architecture experience, Mr. Renne understands the multi-faceted objectives of stakeholders in the industry and works closely with his clients to make their vision a reality. Mr. Renne was recognized in 2020 and 2016 as one of SBJ's top 50 Power Players in Sports Design and Development.

As National Director, Mr. Renne leads a dedicated team of experts who are passionate about representing the best interest of their clients in the sports, university athletics, and entertainment industry. His strategic approach to advising and collaborating with his clients, and managing projects ensures their vision and business objectives are met, maximizing the highest return on investment, and greatest impact for its constituents.

Experience

Prior to joining JLL, Mr. Renne was Sports Principal for ROSSETTI. His responsibilities included managing the company's Sports & Entertainment group domestically and in East Asia; Project Executive for numerous clients; and lead an internal team focused on fan experience innovation and sports business analytics.

Most notably, Mr. Renne's strategic approach to sports design led to the reimagining of one of the most recognized venues in the U.S. at the Daytona International Speedway. Mr. Renne directed the design team on the \$400M Daytona Rising project (SBJ 2016 Sports Facility of the Year), creating a new era of fan experience and sponsorship integration for NASCAR. Mr. Renne's background in retail, master planning and urban design combined with sports gives him unique expertise in mixed-use and sports and entertainment anchored development projects.

Education and Affiliations

Mr. Renne received a Bachelor of Architecture degree and a Master of Architecture degree from the University of Michigan. Member of ASLD's Board of Advisors, Detroit Sports Operating Committee Associate Board; and University of Michigan's Sports Advisory.



Recent Client Experience:

- Midway Crossing – Mixed-Use Entertainment T.O.D. District
Ronkonkoma, Long Island, NY
Plan
- Arizona Diamondbacks
Phoenix, AZ
- NYRA-Belmont
Redevelopment
Elmont, NY
- Savannah Event Center
Savannah, GA
- Wells Fargo Center-Flyers,
76'ers
Philadelphia, PA
- Detroit Lions Ford Field +
Renovation*
Detroit, MI
- Entertainment Sports Arena –
DC Wizards Training Facility*
Washington DC
- UCLA Health-LA Lakers
Training Center*
El Segundo, CA
- Daytona Rising
Redevelopment*
Daytona, FL
- RedBull Arena MLS Stadium*
Harrison, NJ
- Philadelphia Union MLS
Stadium*
Chester, PA
- Rio Tinto MLS Stadium*
Sandy, UT
- Sangui Arena*
Incheon, South Korea

* Mr. Renne's experience prior to JLL

References (*Eval Factor B.4*)

We provide reference contact information as follows below. Additional information is available upon request.

1. Civic San Diego
Contact: Andrew Phillips, President
Email: phillips@civicsd.com
Phone: (619) 533-7127

2. UC San Diego
Contact: Jeff Graham, Executive Director-Real Estate
Email: jgraham@ucsd.edu
Phone: (858) 534-1427

3. Atlanta Braves
Contact: Mike Plant, President, Atlanta Braves Development
Email: Mike.Plant@braves.com

4. Louisiana State University
Contact: Patrick Martin, Assistant Vice President, Real Estate, Public Partnerships, and Compliance
Email: pmartin@lsu.edu
Phone: (225) 578-6832

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Approach (Eval Factor C.1 and C.2)

Negotiations

Structuring long-term contracts for public-private partnership projects is a complex endeavor and requires addressing myriad issues. Our team has developed tools and an approach that focuses on three key areas:

1. Management of key business points and deal terms. JLL will assist the City in a detailed review and feedback of draft agreements and materials and establish tracking tools to monitor and manage deal points as they evolve. Our experience has shown that a detailed tracking of business terms results in an increased focus on negotiating leverage points, a better awareness of how deal terms interact where time is best spent with the negotiating team.
2. Fully understanding project economics and impact on negotiations. JLL typically prepares and updates a 'shadow pro forma' during negotiations, allowing the City to test the potential impacts of negotiated terms. The analysis will make use of JLL's local market professionals and expertise in areas such as multi-housing capital markets; office, retail, sports and entertainment, and hotels markets; construction cost estimation; creative funding and financing strategies; development project management; and facilities management to create a credible set of assumptions, outputs and opinions of market and financial reasonableness. In addition, through ownership of this data and financial modeling expertise (in lieu of relying on developer proformas) the City will enhance its ability to control and manage negotiating position throughout the process.
3. Managing to mitigate risk. At the start of negotiations, JLL typically facilitates a work session to identify and quantify project risks and to map those to the City's desired risk position. It is our experience that 90% of project risks can be identified through these work sessions. A key outcome of this work will be to establish a risk register, which will identify major categories of risk and all elements of risk within each major category (e.g. design, entitlement, financing, schedule, operations, etc.). For each risk element, we will work with the City to develop a scale which identifies both the magnitude of impact the risk poses to the project (ranging from minor to seriously delaying or ending the project) and the probability of the risk occurring (ranging from very low to highly probable). The process of determining the impact and probability for each risk is a crucial step in developing mitigation strategies for the highest impact or highest probability risks. The risk register will be updated regularly as negotiations advance to meet the following goals: (1) continuously identify major project risks and develop appropriate mitigation planning; (2) assess which risks the City may wish to keep, allocate to the it is in the best position to mitigate; and (3) which risks it can more effectively either share with or transfer to Brookfield. JLL has led many public institutions through similar processes and has successfully seen projects through initial feasibility analysis, concept approval, developer selection, developer negotiations and through construction.

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Tab C: Cost / Price Proposal



Tab C: Cost/Price Proposal

JLL proposes a total not-to-exceed price of \$250,000 for this assignment. The fee is based upon the hours estimated to complete all the tasks over the 12-month term of the Project. This equates to a price of about \$20,830 per month. A breakdown of staff hours over and hourly rates over the 12-month engagement is provided below. In addition, we show proposed price over a six- and nine-month period.

Staff	Hourly Rate	Estimated Hours	Total 12-Month Cost	Total 6-Month Cost	Total 9-Month Cost
Bob Hunt	\$495	40	\$19,800	\$9,900	\$14,850
Matthew Do	\$425	208	\$88,400	\$44,200	\$66,300
Eileen Tumulad	\$300	208	\$62,400	\$31,200	\$46,800
Sean Blonquist	\$350	50	\$17,500	\$8,750	\$13,125
C.W. Early	\$495	50	\$24,750	\$12,375	\$18,563
Kip Malo	\$350	50	\$17,500	\$8,750	\$13,125
Jim Renne	\$375	50	\$18,750	\$9,375	\$14,063
Totals		656	\$249,100	\$124,550	\$186,825

We also provide a schedule of hourly rates by job classification.

Hourly rates are subject to a 1.5% annual escalation

JLL Hourly Rates

Title	Hourly Rate
Managing Director	\$495
Executive Vice President	\$425
Senior Vice President	\$375
Vice President	\$350
Senior Associate	\$300
Associate	\$225
Senior Analyst	\$210
Analyst 2	\$175
Analyst 1	\$140

Cost Assumptions

- Scope and pricing assume that City staff will lead negotiations and be responsible for coordination of meetings and phone calls and for primary communications with the developer.
- Negotiation support will not include advisory related to legal or insurance matters.
- The staff hours above are illustrative. The JLL team will be responsive to issues as they arise during the course of negotiations and will adjust staffing accordingly.

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