

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Authorizing the City Manager to Execute a Listing Agreement with Colliers International, WA LLC for the Sale of the Former Police Station Property at 1206 N 185th Street

DEPARTMENT: Administrative Services

PRESENTED BY: Sara Lane, Administrative Services Department

ACTION: ☐ Ordinance ☐ Resolution ☒ Motion
 ☐ Discussion ☐ Public Hearing

PROBLEM/ISSUE STATEMENT:

The Shoreline City Council declared the former Police Station Property (located at 1206 N 185th Street) as surplus and authorized its sale via a real estate broker in May 2017. City staff requested statement of qualifications (SOQ's) from qualified real estate professionals (individuals or firms) to provide commercial real estate brokerage services to the City for the sale of this property. SOQ's were evaluated and finalists were selected to interview with City staff in June 2018, leading to the proposed Listing Agreement with Colliers International, WA LLC. Tonight, Council is being requested to approve the proposed Listing Agreement with Colliers International.

RESOURCE/FINANCIAL IMPACT:

The proposed Listing Agreement requires the City to pay a commission or commissions equal to four percent (4%) of the purchase price when the Property is sold (at closing). The Listing Agreement requires that the commission be split equally between Colliers International, WA LLC and any buyer's broker at closing.

The Police Station Property will be unpriced allowing the market to competitively price the property and provide the most value to the City. The City Manager will confidentially provide a minimum price and other terms related to the sale of the Police Station Property to Colliers International prior to any offering being released to the market.

RECOMMENDATION

Staff recommends that Council move to authorize the City Manager to execute the proposed Listing Agreement with Colliers International, WA LLC for the sale of the former Police Station Property.

Approved By: City Manager **DT** City Attorney **MK**

BACKGROUND

The City of Shoreline purchased the former Police Station Property located at 1206 N 185th Street in 1996. This property had served as the City's primary police station since that time. In 2008, the City built a City Hall Campus on Midvale Avenue North, and in May of this year, completed a new police station on the campus. In May 2017, the Shoreline City Council declared the former Police Station Property as surplus and authorized its sale via a real estate broker.

The former Police Station Property is 30,451 square feet and is generally level and flat. The Property is improved with a 5,481 square foot single story, Class C, masonry wall office building. The building was originally constructed in 1958 and upgraded in 1997. The Property also provides parking for eight (8) vehicles and includes a secure parking area that can accommodate an additional 35 vehicles. Currently, there is a 20 kilowatt fixed emergency generator wired into the building, although the generator and its switch are not being sold with the building.

The Police Station Property occupies a corner lot at the intersection of Midvale Avenue N and N 185th Street. N 185th Street is an east-west arterial that will lead to Sound Transit's 185th Street Light Rail station, which is currently anticipated to open in 2024. The site is approximately one block from the intersection of N 185th Street and Aurora Avenue N (Highway 99), which provides a variety of retail uses and access to transit services including Metro's Rapid Ride E Line and connections to routes served by both Sound Transit and Community Transit.

The Police Station Property is zoned Town Center 2 (TC-2), a commercial zone within the City. The purpose of this zoning district is to provide for the highest intensity of land uses, civic development, and transportation-oriented design. Shoreline Municipal Code (SMC) Tables 20.40.120, 20.40.130, and 20.40.140 denote the uses permitted within the TC-2 zoning district. SMC Table 20.50.020(3) provides the dimensional standards applicable to the TC-2 zoning district, including a base building height of 70 feet. The Property is also located within the City's 185th Street Station Subarea, a SEPA Planned Action Area that allows a development to occur without a separate SEPA process as long as the proposed development is within the scope of the Planned Action SEPA.

DISCUSSION

As noted above, given construction of the new Police Station at the City Hall Campus, in May 2017, the City Council declared the former Police Station Property as surplus and authorized its sale via a real estate broker. The City issued a Request for Statement of Qualifications (RFQ) (Attachment A) from qualified real estate professionals (individuals or firms) with significant relevant experience interested in providing commercial real estate brokerage services to the City of Shoreline for the sale of the Police Station Property.

City staff evaluated each of the eight responsive proposals against the published criteria within the RFQ and invited four firms to present their proposal and answer questions during interviews in June 2018 regarding their approach in providing the most value to the City from the sale and development of the Property.

Following the interviews, City staff selected Colliers International, WA LLC as the most qualified firm based on the City's published RFQ criteria and interests for the Police Station Property. Staff then negotiated the proposed Listing Agreement with Colliers International, WA LLC (Attachment B) for Council's consideration.

Pursuant to SMC 3.55.012(D), any proposed commission rate should not be more than the standard commission being charged in the Shoreline area for similar services. The commission rate (payable at closing) within the proposed Listing Agreement of four percent (4%), which will be split equally between Colliers International, WA LLC and the buyer's broker, complies with this Code provision.

RESOURCE/FINANCIAL IMPACT

The proposed Listing Agreement requires the City to pay a commission or commissions equal to four percent (4%) of the purchase price when the Property is sold (at closing). The Listing Agreement requires that the commission be split equally between Colliers International, WA LLC and any buyer's broker at closing.

The Police Station Property will be unpriced allowing the market to competitively price the property and provide the most value to the City. The City Manager will confidentially provide a minimum price and other terms related to the sale of the Police Station Property to Colliers International prior to any offering being released to the market.

RECOMMENDATION

Staff recommends that Council move to authorize the City Manager to execute the proposed Listing Agreement with Colliers International, WA LLC for the sale of the former Police Station Property.

ATTACHMENTS

Attachment A: Request for Statement of Qualifications 9065 – Real Estate Services
Attachment B: Proposed Listing Agreement with Colliers International, WA LLC

**CITY OF SHORELINE
REQUEST FOR STATEMENT OF QUALIFICATIONS
SOQ 9065**

**Real Estate Services to Assist in Surplus Property Sale
185th Police Station Property**

Submit no later than April 30, 2018

The City of Shoreline, Washington is soliciting a statement of qualifications (SOQ) from qualified real estate professionals (individuals or firms) with significant relevant experience interested in providing commercial real estate brokerage services (**Brokerage Services**) to the City of Shoreline for the sale of surplus real property. The surplus property is currently being used as the Shoreline Police Station, located at 1206 N 185th St, Shoreline, WA 98133 (**Police Station**).

Background and Property Details

The City of Shoreline purchased the Police Station in 1996. Since that time, the City built a City Hall Campus on Midvale Avenue North and will complete a new police station on the City Hall campus in May 2018. In May 2017, the Shoreline City Council declared the Police Station as surplus and authorized its sale via a real estate broker.

The Police Station site consists of Tax Parcel 1643500085 which is approximately 30,451 square feet in size. The site is generally level and flat. The site is improved with a 5,481 square foot single story, Class C, masonry wall office building. Currently, there is a 20 KW fixed emergency generator wired into the building; the generator and its switch is not being sold with the building. The building was originally constructed in 1958 and upgraded in 1997. The site currently provides parking for 8 vehicles and includes a secure parking area that can accommodate an additional 35 vehicles.

The Police Station site occupies a corner lot at the intersection of Midvale Avenue N and N 185th Street. N 185th Street is an east-west arterial that will lead to Sound Transit's 185th Street Light Rail station, which is currently anticipated to open in 2024. The site is approximately one block from the intersection of N 185th Street and Aurora Avenue N (Highway 99) which provides a variety of retail uses and access to transit services including Metro's Rapid Ride E Line and connections to routes served by both Sound Transit and Community Transit.

The Police Station site is zoned Town Center 2 (TC-2), a commercial zone within the City of Shoreline. The purpose of this zoning district is to provide for the highest intensity of land uses, civic development, and transportation-oriented design. Shoreline Municipal Code (SMC) Tables 20.40.120, 20.40.130, and 20.40.140 denote the uses permitted within the TC-2 zoning district. SMC Table 20.50.020(3) provides the dimensional standards applicable to the TC-2 zoning district, including a base building height of 70 feet. More detailed Development regulations can be reviewed at: <http://www.codepublishing.com/WA/Shoreline/>

The Police Station site is also located within the City's 185th Street Station Subarea, a SEPA Planned Action Area that allows a development to occur without a separate SEPA process as long as the proposed development is within the scope of the Planned Action SEPA. More information about the 185th Street Station Subarea and the SEPA Planned Action can be found at: <http://www.shorelinewa.gov/government/departments/planning-community-development/light-rail-station-area-planning>

The City will make no representations with respect to the quality or condition of the Police Station site. The site is being offered for sale "as is," "where is" physical condition, subject to all faults, environmental or otherwise, including latent and patent defects, without any warranty of any kind and subject to restrictions, covenants, easements, and exceptions of record, if any. Buyers will have the opportunity to undertake due diligence. While the information contain in this SOQ and any exhibit provided is from sources deemed to be reliable, the accuracy and/or completeness of such information is not warranted or guaranteed by the City of Shoreline.

Commission Rate

Pursuant to SMC 3.55.012(D), any proposed commission rate should not be more than the standard commission being charged in the Shoreline area for similar services. In rating proposals, scoring will reward proposals that encourage the highest sales price to the City's citizens while also considering the need to conduct the sale within a reasonable period of time.

Scope of Work

The Scope of Work is expected to include, but not be limited to, the following tasks:

- Perform a marketing analysis to determine appropriate listing price;
- Advertise the property broadly and attractively;
- Answer inquiries from potential buyers and their agents;
- Provide due diligence materials to potential buyers and their agents;
- Coordinate with Police Department to give tours and host open house events of the property (until property vacated);
- Communicate actively with the City's representatives;
- Receive and communicate purchase offers;
- Advise the City's representative throughout the process;
- Oversee the closing of the transaction on behalf of the City; and
- All other expected listing functions of a licensed commercial real estate professional selling a commercial property.

SOQ Evaluation Components/Criteria

- Strong approach to achieving optimum and timely results
- Relevant experience working with public sector clients, including elected officials, and community engagement
- Relevant experience marketing government surplus property or commercial property.

- Lead Broker or Agent shall have a Certified Commercial Investment Member (CCIM) credentials, or equivalent training and experience.
- Positive responses from listed references

Submittal Requirements

A Statement of Qualifications in hardcopy or pdf format shall be submitted to the City of Shoreline, City Clerk's Office – **SOQ 9065**, 17500 Midvale Avenue North, Shoreline, Washington, 98133-4905. The deadline for proposals by interested parties is April 30, 2018. Respondent assumes the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service or electronic transmittal error. Postmarking by the due date will not substitute for actual receipt of qualifications. Proposals may be delivered by email to: Purchasing@shorelinewa.gov .

Questions related to this solicitation should be directed to Janet Bulman, Purchasing Coordinator, by email to: purchasing@shorelinewa.gov . Questions via phone will not be accepted.

Supplemental information, such as brochures, may be submitted if desired. Proposals shall be limited to single spaced, 8 1/2" by 11" typewritten pages (min. 12 point font). The submittal shall be no more than 8 pages, excluding resumes. The following format should be adhered to by each firm and presented roughly in the following order:

A. Executive Summary (Page Limit - 1)

An executive summary letter should include the key elements of the respondent's proposal, qualifications, certifications, and an overview of the individual Brokerage Services or Brokerage Services team. Indicate the address and telephone number of the respondent's office located nearest to Shoreline, Washington, or the main office from which Police Station site marketing will be managed.

B. Approach (Page Limit - 4, excluding resumes)

1. **Methodology(ies):** This section should clearly describe the methodology or methodologies planned to be used to carry out the specific tasks described in the Marketing Plan.
2. **Marketing Plan:** Describe the sequential tasks to be used to accomplish this project. Indicate all key deliverables and their contents. Include a specific explanation of how you propose to achieve the City's objectives which includes obtaining the maximum economic benefit for the citizens of Shoreline within a reasonable time..
3. **Organization and Staffing:** Describe the approach and methods for marketing the property.. Provide an organization chart showing all proposed team members. Describe the responsibilities of each person on the project team. Identify the Lead Broker or Agent and the key contact person. The City will be focusing on the experience of the Lead Broker or Agent.
4. **Include resumes of each member of the marketing team.** List any portion of the work that will be undertaken by someone other than those listed in paragraph 3 , if any, and information describing the qualification and relative experience of that person in relation to such work.

5. Include a list of information you believe will be required or tasks to be completed by City staff, if any, to facilitate the marketing and sale of the surplus property.
6. Schedule: Provide a schedule for completing each task listed in the marketing plan. Provide examples or otherwise demonstrate your or your team's ability to perform the work requested within the schedule you provide. Given market conditions, time is of the essence to maximize proceeds in this sale.

C. Related Experience (Page Limit - 2)

Describe recent (within the last 3 years), directly related experience of listing and marketing governmental surplus properties of a similar nature or commercial private property. The experience listed must be that which was performed by the Lead Broker or Agent, in addition provide any relevant experience of the marketing team and/or team's staff that will be assigned to this project. Include the name of other clients, description of the services performed, address and telephone number, and dates you provided services. At least five references should be included, with three references being within the past two (2) years. For each reference indicate where applicable the reference's name, organization, title, complete mailing address, email, and telephone number. List all Real Estate Designations and Certifications for the Lead Broker and Agent and marketing team. The City reserves the right to contact any organizations or individuals listed and/or to perform its own reference and qualification check.

D. Commission Structure (Page Limit 1)

Pursuant to SMC 3.55.012(D), the commission rate will be no more than that otherwise charged in the Shoreline area for such services.

The responder will explain proposed compensation for Brokerage Services and how said compensation will be determined and why this format is the most appropriate method of compensation for listing and marketing the Police Station site. Consultant must demonstrate that this compensation conforms to SMC 3.55.012(D).

The City's Evaluation Panel will use the following criteria to evaluate each SOQ:

Criteria	Points
Experience and CCIM or related Special Designation/Certifications of Lead Broker or Agent	Maximum 30 Points
Stated Approach to Marketing Property	Maximum 15 Points
Related Experience of Marketing Team	Maximum 15 Points
Responses from References	Maximum 20 Points
Commission Structure	Maximum 20 Points
Maximum Points	Maximum Points 100

The noted criteria will be the basis from which interested individuals or firms will be selected for interviews. Following the City staff evaluation of the qualifications received, selected individuals

or firms may be invited to meet with or make oral presentations before the City's Evaluation Panel. The City's Project Manager will provide additional details outlining the preferred content of the presentation to each firm or team of firms that are invited to participate. Upon completion of the evaluations, the City's Evaluation Panel will determine the most qualified individual or firm based on all materials and information presented. The City will then begin the negotiations for an agreement with the selected individual or firm.

Any individual or firm failing to submit information in accordance with the procedures set forth in the SOQ may be subject to disqualification. The City reserves the right to change the solicitation schedule or issue amendments to the solicitation at any time. The City reserves the right, at its sole discretion, to waive immaterial irregularities contained in the proposals. The City reserves the right to reject any and all proposals at any time, without penalty. The City reserves the right to refrain from contracting with any respondent. Individuals or firms eliminated from further consideration will be notified in writing by the City as soon as practical.

Proposals will remain confidential until closing deadline after which proposals are considered a public record subject to public disclosure under RCW 42.56, the Public Records Act. Proposers shall mark as "proprietary" any information that the Proposer believes meets the exemption under RCW 42.56.270(1). This designation will be considered by the City in response to public records requests.

Any Proposal may be withdrawn, either personally or by written request, at any time prior to the time set for the Proposal submittal deadline.

The City of Shoreline, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation, issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration.

EXCLUSIVE SALE LISTING AGREEMENT

THIS EXCLUSIVE SALE LISTING AGREEMENT ("Agreement") is entered into on _____, 2018 ("**Effective Date**") by and between Colliers International WA LLC, ("**Colliers**") and City of Shoreline as owner ("**Owner**").

1. **Colliers as Exclusive Selling Agent.** Commencing on the Effective Date and continuing through December 31, 2018, then continue on a month-to-month basis until cancelled with thirty (30) days written notice by either party ("**Term**"), Owner hereby appoints Colliers as sole and exclusive agent for the sale of the real property commonly known as 185th Police Station Property and legally described on Exhibit A, attached hereto, with all improvements now or hereafter made on or to the real property ("**Property**"). Owner agrees to promptly disclose to Colliers any personal property to be included in the sale. Owner authorizes Colliers to insert or correct the legal description over Owner's signature. As Agent, Colliers shall abide by its SOQ proposal submitted to the Owner, unless otherwise modified by the Owner.
2. **Terms of Sale.** The Property shall be unpriced allowing the market to competitively price the property and provide the most value to the Owner. The Owner will confidentially provide a minimum price and other terms related to the sale of the Property in writing to Colliers prior to any offering. If the minimum price and other identified terms of the Owner are achieved, said amount shall be payable in cash at closing by the purchaser.
3. **Negotiations and Cooperation.** All inquiries and offers which Owner receives shall be referred to Colliers and all negotiations shall be conducted solely by Colliers or under its direction. Owner shall cooperate fully with Colliers and shall provide Colliers access to the Property at all reasonable times.
4. **Advertising.** Unless expressly agreed otherwise in writing, Colliers is authorized to publish this listing with the listings sites (online listing site such as CoStar, MLS, etc., "**O.L.S**") and otherwise advertise the Property and prepare and/or secure plans of the Property in accordance with Colliers written SOQ proposal to the Owner and subject to Owner's approval. Colliers shall pay costs of brochures and other advertising materials approved by Owner. Colliers shall have the right to place signs advertising the Property for sale on the Property at Colliers' expense. Owner understands and agrees that the information contained in this Agreement or otherwise given to O.L.S becomes O.L.S' property, is not confidential, and will be available to third parties, including prospective purchasers, other members of O.L.S who do not represent Owner and who may represent prospective purchasers, and other parties granted access to O.L.S' listing information.
5. **Cooperation with Other Brokers.** Owner understands and agrees that Colliers may, when appropriate, solicit the cooperation of other real estate brokers and, regardless of whether the cooperating broker is the broker of the purchaser, Owner, neither or both, Colliers may pay them from commissions that are received by Colliers under the terms of this Agreement.
6. **Deposits.** If applicable, after approval by Owner, Colliers is authorized to accept deposits for the purchase and sale of the Property from any prospective purchaser and to retain deposits in its trust account. If Colliers has earned a commission pursuant to Paragraph 8, then Colliers is authorized to apply the deposit to payment of the commission at the time the deposit becomes payable to Owner. In the event any deposit made by a prospective purchaser or tenant and held by Colliers, Owner or any third-party agent is forfeited, then the total sum so forfeited shall be divided equally between Colliers and Owner, provided the amount to Colliers does not exceed the amount of the commissions stated below.
7. **Extension.** If during the Term of this Agreement, an escrow is opened or negotiations involving the sale, transfer, or conveyance of the Property have commenced or are continuing, then the Term of this Agreement shall be extended through the termination of such negotiations or consummation of such transaction.
8. **Commissions.** Owner hereby agrees to pay a commission or commissions equal to four percent (4%) of the purchase price pursuant to the payment provisions set forth in Section 9 of this Agreement. Said commission shall be split equally between Colliers and any Buyer's broker at closing.

Owner shall pay a commission to Colliers upon the occurrence of one of the following events:

- a) During the Term (i) Colliers, Owner, or any other person or entity procures a purchaser who is ready, willing and able to purchase the Property on the terms set forth in Section 2 hereof, or on other terms acceptable to Owner; (ii) Owner, through any person or entity other than Colliers, enters into any other contract to transfer or exchange the Property or any interest therein or grants an option to purchase the Property to any person or entity; or (iii) Owner withdraws the Property from the market, makes the Property unmarketable, fails to cooperate with Colliers pursuant to Section 3 of this Agreement, or otherwise prevents Colliers from selling the Property, in which event Owner shall be deemed to have sold the Property for the price set forth in Section 2; or
 - b) Within one hundred eighty (180) days after expiration of the Term, Owner sells or exchanges, or enters into any contract to sell or exchange, the Property or any interest therein; or Owner grants an option to purchase the Property; or negotiations commence and continue leading to the sale or exchange of, or an option to purchase, the Property or any interest therein to any person or entity to whom Colliers submitted information regarding the availability of the Property for sale or with whom Colliers negotiated or discussed potential terms of such a sale, or any person or entity who submitted to Owner through Colliers a written offer to purchase the Property. The identity of such persons may but need not be conclusively established by mailing a list of such persons or entities to Owner within fifteen (15) days of the expiration date of the Term; or
 - c) During the Term, Owner receives notice that an entity having the power of condemnation has condemned or intends to condemn all or a substantial portion of the Property; provided, all or a substantial portion of the Property is thereafter conveyed to or condemned by such entity either during or after the Term.
9. **Payment of Commissions.** Any commission due pursuant to Section 8 shall be payable the earlier of: (a) the closing of a sale or exchange of the Property or any interest therein; (b) the date upon which Owner fails to act, which act or omission delays or prevents a closing, sale, or exchange of the Property for which Colliers would be entitled to receive a commission; (c) the date upon which Owner withdraws the Property from the market, makes the Property unmarketable or fails to cooperate with Colliers pursuant to Section 3 of this Agreement, or otherwise prevents Colliers from selling the Property; or (d) the date upon which Owner transfers or contracts to transfer any portion of the Property to any other person or entity, other than by sale, or exchange. Owner agrees that the Property is commercial real estate and that this Agreement may be recorded pursuant to the commercial real estate broker lien laws, if applicable.
10. **Agency/Dual Agency** Owner authorizes Colliers to appoint Arvin Vander Veen and Casey Gibson to act as Owner's Listing Agent(s). It is understood and agreed that this Agreement creates an agency relationship with Listing Agent(s) and Colliers only, not with any other salespersons of Colliers; provided, Owner authorizes Colliers to appoint other salespersons affiliated with Colliers as subagents to act on Owner's behalf as and when needed, at Colliers' discretion. Any broker or salesperson other than Listing Agent(s) will not be representing Owner and may represent the purchaser. Accordingly, for purposes of this Agreement, "Colliers" means Listing Agent(s), including any subagents, and Listing Agent's Broker, Designated Broker or Branch Manager, unless expressly stated otherwise.

Owner agrees that if the Property is sold to a purchaser represented by one of Colliers' salespersons other than Listing Agent(s), then Owner consents to Colliers acting as a dual agent. Owner understands and agrees that different salespersons affiliated with Colliers may represent different sellers in competing transactions involving the same buyer. Owner hereby consents to such representation and agrees that it shall not be considered action by Colliers that is adverse or detrimental to the interests of either seller, nor shall it be considered a conflict of interest on the part of Colliers. If Colliers acts as a dual agent, then Colliers shall be entitled to the entire

commission payable under this Agreement plus any additional compensation Colliers may have negotiated with the purchaser. Acceptance of referral fees between salespersons affiliated with Colliers will not be considered action that is adverse or detrimental on the part of the salespersons or Colliers, nor shall it be considered a conflict of interest by the salespersons or Colliers.

If applicable, Owner acknowledges receipt of the pamphlet entitled "The Law of Real Estate Agency" and/or any such required materials of the state in which the Property is located.

11. **Responsibility for Maintenance.** Colliers shall not be responsible for maintenance of the Property or for damages of any kind to the Property or its contents, including, but not limited to, vandalism and theft, unless Colliers caused such damage by its gross negligence. Owner hereby releases and waives all rights, claims and causes of action against Colliers, except claims based on its gross negligence, for damages to the Property or its contents.
12. **Indemnification.** Owner shall defend, indemnify and hold harmless Colliers, its parent, subsidiaries, affiliates, shareholders, officers, managers, directors, employees and agents, from and against any and all claims, lawsuits, harm, costs, demands, settlements, judgments, losses, liabilities, damages and expenses, including, but not limited to, attorneys' fees, costs and related expenses (collectively, "**Liabilities**"), relating to, arising out of or in connection with (i) any sale or exchange of the Property pursuant to this Agreement, (ii) the use of, or access to, the Property by any person pursuant to this Agreement, (iii) Colliers' performance of its obligations under this Agreement, or (iv) any breach of, or failure to perform, any provision of this Agreement by Owner. Owner shall not be responsible for indemnification for Liabilities or Damages to the extent caused by Colliers' negligent, gross negligence or willful misconduct in performing its obligations under this Agreement.

Colliers hereby indemnifies and agrees to defend and hold Owner and its respective Council members, officers, officials, directors, managers, employees, volunteers, and representatives harmless from and against any and all Liabilities brought by a third party to the extent caused by Colliers' negligence, gross negligence or willful misconduct in performing its obligations under this Agreement.

13. **Third Party Information Disclaimer.** Any provision of third party information or related materials to Owner by Colliers is for general informational purposes only. In addition, any information furnished by Colliers is not intended to be tax, legal, investment, or transaction advice. Colliers makes no guarantees, representations or warranties of any kind, express or implied regarding the accuracy, authenticity, completeness, legality, or reliability of any third party information. Owner and any other interested party should undertake their own inquiries as to the accuracy of the third party information, and acknowledges and agrees that Colliers shall not be liable for any errors, omission or inaccuracies of any third party information provided.
14. **Disclosure; Hazardous Substances.** Owner agrees to promptly disclose to Colliers and any prospective purchaser all known material defects, if any, of the Property and any knowledge Owner has or may hereafter acquire regarding the production, disposal, storage or release of any hazardous wastes or other toxic or hazardous substances in or on the Property. Colliers is authorized to disclose all pertinent information regarding the Property to prospective purchasers, and Owner shall indemnify and hold harmless Colliers and any cooperating brokers to the same extent set forth in Section 12 of this Agreement in the event Owner fails to make any required disclosure or makes any misrepresentation about the Property or its condition.
15. **No Discrimination.** Owner hereby acknowledges that it is illegal to refuse to display, sell or lease the Property to any person because of race, color, religion, national origin, sex, sexual orientation, marital status or physical disability.
16. **Owner's Warranty.** Owner warrants that Owner has full authority to execute this Agreement and to sell, or exchange the Property, and that all information concerning the Property provided by Owner to Colliers is accurate. The person(s) executing this Agreement on behalf of Owner warrant(s) that such person(s) have full authority to do so and in so doing to bind Owner. Owner confirms that following closing of the Property, the amount of the purchase price and any other terms of the sale of the Property shall not be deemed confidential information and Owner authorizes disclosure of the same.



17. **Attorneys' Fees.** In the event of dispute between the parties to enforce a right or rights provided by or arising out of this Agreement, the non-prevailing party shall pay to the prevailing party reasonable attorneys' fees and other costs and expenses of enforcement proceedings. The "prevailing party" shall be the party receiving a net affirmative award or judgment.
18. **Negotiation and Construction.** This Agreement and each of the terms and provisions hereof have been negotiated between the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either party.
19. **Governing Law.** This Agreement is entered into and shall be governed and construed in accordance with the laws of the state in which the Property is located and all proceedings hereunder shall occur in King County, Washington. Each party hereby consents and irrevocably submits to the exclusive personal jurisdiction of the state or federal court of competent jurisdiction located in King County in the State of Washington, and waives any objection to the convenience of each such venue. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION AT LAW OR IN EQUITY IN ANY OTHER PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.
20. **Entire Agreement.** This Agreement sets forth the entirety of the agreement between the parties regarding sale of the Property.

IN WITNESS WHEREOF, the parties hereto have reviewed and executed this Agreement and it is effective as of the Effective Date.

Owner: City of Shoreline

Colliers: Colliers International WA, LLC

Name: **Debbie Tarry**
Its: **City Manager**
Date:
Address: City of Shoreline
17500 Midvale Avenue North
Shoreline, Washington 98133

Name: Arvin Vander Veen, SIOR
Its: Broker
Date:
Address: 601 Union St., Suite 5300
Seattle, WA 98101

Name: Bill Condon
Its: Managing Broker
Date:
Address: 601 Union St, Suite 5300
Seattle, WA 98101

EXHIBIT A
LEGAL DESCRIPTION